



**Town of Twisp  
Council Meeting  
Tuesday, December 12<sup>th</sup>, 2023 - 5:30PM**

**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/310320365>**

**If you would like to listen to the meeting over the phone, please use the following number: [+1 \(408\) 650-3123](tel:+14086503123)**

**Access Code: [310-320-365](tel:+14086503123)**

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

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



**Town of Twisp  
Council Meeting Agenda  
Tuesday, December 12<sup>th</sup>, 2023 - 5:30PM**

**Call to Order and Roll Call**

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

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

**Public Comment Period**

**Routine Items:**

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

**New/Old Business:**

- **Discussion/Action:** Chamber of Commerce Contract 2024 3-6
- **Discussion/Action:** NWNTF Contract 2024 7-17
- **Discussion/Action:** Simple Power IT Contract 2024 18-24
- **Discussion/Action:** MVCC Sub Lease 2024 25-31
- **Discussion/Action:** Twisp/OK County Interlocal Agreement for Building Inspection 2024 32-37
- **Discussion/Action:** Twisp/OCSO - Temporary Police Coverage Contract
- **Discussion/Action:** Resolution #23-713 – 2024 Fee Schedule 38-53
- **Discussion/Action:** Resolution #23-714 – Salary Schedule 54-55
- **Discussion/Action:** Ordinance #812 – Municipal Judge Salary 56
- **Discussion/Action:** Ordinance #813 – 2023 Budget Amendment 57-58
- **Public Hearing/Discussion/Action:** Ordinance #814 - 2024 Final Budget 59-85
- **Discussion/Action:** USDA Loan Resolution – Collections System Improvements Project 86-88
- **Discussion/Action:** TIB Grant Award Acceptance – North End SR20 Ped Bike Path 89-95
- **Discussion/Action:** POTW Improvements Contract Award – Strider Construction 96-98
- **Discussion/Action:** Creative District Grant Application 99-101

**Consent Agenda:**

1. **Accounts Payable/Payroll**
2. **Minutes – 08/22/23, 09/12/23, 09/26/23, 10/10/23, 11/14/23, 11/28/23**

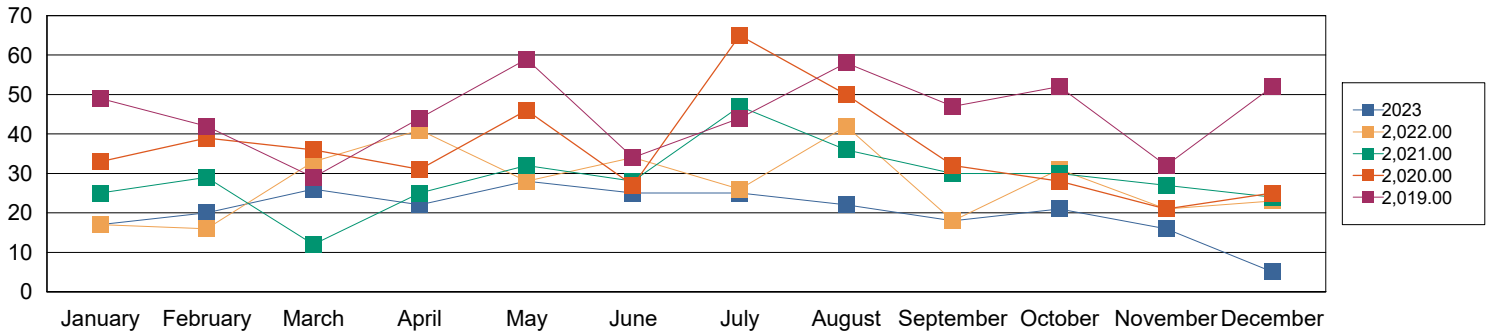
- **Oath of Office – Hans Smith, Mayor Elect**

**Adjournment**



# Okanogan County Sheriff's Office

## Twisp City - Monthly Activity Law Incidents



- Total City Incidents in last 30 days: **25**
- Thefts in last 30 days: **1**
- Burglary / Trespass in last 30 days:
- Assaults / Disputes in last 30 days: **6**
- Traffic incidents in last 30 days: **2**
- Total City Incidents YTD: **286**

Traffic Stops 30day/YTD **85** /

### Law Incidents - Last 30 Days OCSO

**20**

11/07/2023 08:55:04	MHP CONTACT	W 2ND AVE	TWISP	S23-07433
11/09/2023 15:37:18	CITIZEN ASSIST	E METHOW VALLEY HWY	TWISP	S23-07484
11/11/2023 13:39:53	DOMESTIC DISPUT	N LINCOLN ST	TWISP	S23-07531
11/14/2023 14:12:13	SUICIDAL PERSON	HARRISON ST	TWISP	S23-07583
11/14/2023 16:36:06	THEFT OTHER	E METHOW VALLEY HWY	TWISP	S23-07588
11/18/2023 13:28:50	AGENCY ASSIST	E METHOW VALLEY HWY	TWISP	S23-07680
11/18/2023 14:07:39	ANIMAL ABUSE	W 2ND AVE	TWISP	S23-07681
11/24/2023 12:39:00	CITIZEN ASSIST	CANYON ST	TWISP	S23-07782
11/24/2023 13:15:00	SUSPICIOUS	E 2ND AVE	TWISP	S23-07783
11/25/2023 15:10:35	AGENCY ASSIST	CANYON ST	TWISP	S23-07801
11/25/2023 18:07:04	NOISE COMPLAINT	E TWISP AVE	TWISP	S23-07809
11/25/2023 18:29:10	ANIMAL NOISE	CANYON ST	TWISP	S23-07810
11/25/2023 19:13:11	DOMESTIC DISPUT	MAGERS ST	TWISP	S23-07811
11/26/2023 15:49:55	AGENCY ASSIST	DAYS LN	TWISP	S23-07823
11/27/2023 08:40:28	MEDICAL	CANYON ST	TWISP	S23-07834
12/01/2023 11:06:46	DOMESTIC DISPUT	W 2ND AVE	TWISP	S23-07934
12/02/2023 15:52:24	VIOLATE ORDER	N LINCOLN ST	TWISP	S23-07959
12/02/2023 16:20:52	ACCIDENT UNKINJ	N METHOW VALLEY HWY	TWISP	S23-07960
12/03/2023 21:11:24	DOMESTIC DISPUT	MAGERS ST	TWISP	S23-07984
12/04/2023 10:17:45	WANTED PERSON	MAGERS ST	TWISP	S23-07990

## EMS Calls

### AERO METHOW EMS 19

11/05/2023	15:55	CHEST PAIN	E23-04966
11/07/2023	08:55	MHP CONTACT	E23-04990
11/12/2023	15:26	CHEST PAIN	E23-05078
11/14/2023	11:49	MEDICAL	E23-05102
11/15/2023	18:25	MEDICAL	E23-05128
11/17/2023	20:37	FALL	E23-05170
11/20/2023	17:41	BREATHING	E23-05234
11/22/2023	14:05	TRANSFER PATIEN	E23-05257
11/25/2023	12:14	HEMORRHAGE	E23-05289
11/26/2023	11:55	CHEST PAIN	E23-05305
11/27/2023	08:40	MEDICAL	E23-05317
11/29/2023	17:59	CHEST PAIN	E23-05354
11/30/2023	17:07	SICKNESS	E23-05366
11/30/2023	19:03	FALL	E23-05367
12/02/2023	02:54	SEIZURE	E23-05391
12/02/2023	14:48	SICKNESS	E23-05404
12/02/2023	15:45	SICKNESS	E23-05407
12/02/2023	16:20	ACCIDENT UNKINJ	E23-05408
12/03/2023	15:18	MEDICAL	E23-05428

## Fire Calls

### TWISP FIRE DEPARTMENT FD06

12/02/2023	16:20	ACCIDENT UNKINJ	1	F23-02194
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### WINTHROP FIRE

12/02/2023	16:20	ACCIDENT UNKINJ	1	F23-02195
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**AGREEMENT FOR TOURISM PROMOTION ACTIVITIES  
BETWEEN THE TOWN OF TWISP AND THE TWISP  
CHAMBER OF COMMERCE**

**THIS AGREEMENT** is made and entered into this 1<sup>st</sup> day of January, 2024 by and between the **TOWN OF TWISP**, a Washington municipal corporation, hereinafter “**Town**”, and the **TWISP CHAMBER OF COMMERCE**, hereinafter “**Chamber of Commerce**”, for tourism promotion activities as described in this Agreement.

**RECITALS**

- A. The Washington legislature has authorized the Town to levy a special excise tax for the furnishing of lodging by hotel, rooming house, tourist court, motel, or trailer camp pursuant to RCW 67.28.180. (Exhibit A)
- B. Revenue from taxes imposed under RCW 67.28 are credited to a fund in the Town’s treasury, hereinafter “Hotel-Motel Tax Fund”, to be used solely for the purposes of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facility, or operation of tourism-related facilities pursuant to RCW 67.28.1815. (Exhibit B)
- C. The Town is desirous to provide funds to the Chamber of Commerce to perform tourism promotion activities as described herein.

**NOW, THEREFORE**, in consideration of the terms, covenants and conditions contained herein,

**THE PARTIES AGREE AS FOLLOWS:**

- 1. Scope of Activities. For the calendar year 2024, the Town shall provide to the Chamber of Commerce funds from the Hotel-Motel Tax Fund in an amount of \$30,000 as determined by the Town Council of the Town of Twisp. Such funds shall be used by the Chamber of Commerce solely for the purposes of paying all or any part of the cost of tourism promotion, acquisition or tourism-related facility, or operation of tourism-related facilities pursuant to RCW 67.28.1815 in the Town of Twisp.
- 2. Term. This Agreement shall commence upon execution by the duly authorized representative of both parties and shall terminate on December 31, 2024, unless sooner terminated as provided herein; provided, that this Agreement shall be reviewed each successive one-year term after above date unless either party gives notice 30 (thirty) days prior to the end of the term of the intent to terminate this Agreement.
- 3. Distribution and Payment. The funding provided by the Town to the Chamber of Commerce under this Agreement shall be paid after receipt of funds by the Town and approval by the Town Council. The amount of funds distributed to the Chamber of Commerce each year will be determined by the amount of Hotel-Motel Tax Funds collected the previous year, minus expenses the Town incurs that meet the objectives of the Hotel-Motel Tax Funds. A minimum of

25% and maximum of 75% of funds provided by the Town of Twisp Hotel-Motel Tax Funds must be spent by the Chamber of Commerce for expenses directly related to the Visitor's Information Center. The Chamber of Commerce shall expend the funds prior to January 10<sup>th</sup> of each year under this Agreement, and any funds not spent by January 10<sup>th</sup> of each year shall be promptly returned to the Town.

4. Auditing of Records, Documents, and Reports. The Chamber of Commerce shall maintain books, records, documents, and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The Town shall have full access and right to examine and copy, during normal business hours, all of the records of the Chamber of Commerce with respect to the matters covering this Agreement.
5. Reporting. The Chamber of Commerce agrees to produce a mid-year report in July and a final report summarizing the expenditure of the funds distributed under this Agreement on or before January 31<sup>st</sup> succeeding each year of this Agreement.
6. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that the Chamber of Commerce has failed to expend hotel-motel tax funds according to state law and this Agreement, the Town reserves the right to commence an action against the Chamber of Commerce to recover said funds, in addition to all other remedies at law available to the Town.
7. Legal Relations. Neither the Chamber of Commerce, nor any employee, officer, official, or volunteer of the Chamber of Commerce, shall be deemed to be an independent contractor, employee, or volunteer of the Town. No liability shall attach to the Chamber of Commerce or the Town by reason of entering into this Agreement, except as expressly provided herein.
8. Termination. Either party may terminate this Agreement at any time upon 30 days advance, written notice. Upon termination of this Agreement, the Chamber of Commerce shall provide copies of books, records, documents, and other materials that sufficiently and properly reflect all expenditures and transactions made pursuant to this Agreement.
9. Indemnification. The Chamber of Commerce agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees, or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend, and hold the Town harmless from such liability.
10. Attorney's Fees. In the event that either party is required to institute a lawsuit to enforce any of the terms of this Agreement, the prevailing party shall be entitled to their reasonable attorney's fees and costs incurred. Venue shall be in Okanogan County, Washington.

11. Survival Clause. In the event that one or more of the provisions of this Agreement are held to be illegal or unenforceable, it shall not result in the invalidation of any other portion of this Agreement.

#### **DELIVERABLES:**

The Chamber of Commerce will utilize these funds solely for the purposes of supporting a Visitor's Information Center in the Town of Twisp, and/or supporting tourism promotion activities and events that benefit the tourism sector in the Town of Twisp.

##### Visitor's Information Center (VIC) Deliverables:

1. Provide a visible, inviting, and accessible space with 24-hour, year-round access to printed information and brochures.
2. Create and maintain visible and attractive signage that helps visitors locate the VIC when walking and/or driving on the Town's main thoroughfares.
3. Provide access and staffing to the VIC so that the facility will be open and staffed at times of high visitor traffic (e.g. summer and holiday weekends, farmers market days, event days).
4. Develop partnerships and materials to promote Twisp services and events.
5. Respond to telephone and email inquiries from visitors on a regular and on-going basis.

##### Tourism Promotion Deliverables:

1. Promote specific public events (concerts, parades, art showcases, trade shows, etc.) or visitor attractions (e.g. recreation, arts and culture, shopping, etc.) that demonstrably produce increased tourism and encourage the use of local lodging facilities in the Town of Twisp.
2. Listing the Town of Twisp lodging tax revenues as a major contributor to the efforts to promote tourism. This will include mention on all fliers, ads, social media and any means the Chamber uses to promote tourism.

#### **REPORTING:**

On a semi-annual basis, the Chamber will provide a written report to the Town of Twisp including a year to date budget amount of Town of Twisp 2% monies used on tourism promotion activities, relevant tourism data and a narrative explaining how the lodging tax funds were used to deliver value. For events, the report will describe each activity separately, include the intent of the event and the desired outcome. The actual outcome of the event will estimate the number of visitors reached through the activity, and estimate how each activity benefited the tourism sector in the Town of Twisp. For general marketing and tourism promotion, data will include:

- **Website:** Page Views, Users, and Top 3 Pages visited. For the Town, top 5 Locations visiting the page (for example, this month's top audience was from Seattle, Cheney, and Bellingham - proving the interest of travelers).
- **Social Media:** Followers (percentage increase), Page Reach, and Page Views. with geographical data in the form of: Top Cities of Followers, Post Reach, and Post Engagement.
- **VIC:** Data from the sample reporting template on Schedule A will be provided.
- **For Twisp events estimates of attendees, overnight stays, retail traffic/sales.**

**DATED the day and year first above written.**

**TOWN OF TWISP, a municipal corporation:**

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

Attest: \_\_\_\_\_  
Randy Kilmer, Clerk/Treasurer

**TWISP CHAMBER OF COMMERCE**

By \_\_\_\_\_  
Its \_\_\_\_\_



## **North Central Washington Narcotics Task Force**

**Post Office Box 1314  
Okanogan, WA 98840**

**(509) 422-7227  
422-7226**

**Telephone:**

**Fax: (509)**

**RECEIVED**

**AUG 30 2023**

**TWISP CLERKS OFFICE**

August 24, 2023

Town of Twisp  
PO Box 278  
Twisp, WA 98856

RE: Participation Fee to the North Central Washington Narcotics Task Force

Town of Twisp:

Please consider this letter a statement for the payment of your participation fee to the North Central Washington Narcotics Task Force based on the 2024 Task Force Operational Agreement. Pursuant to that agreement, your town agrees to pay \$5,000.00 to the Task Force. Participation fees are due by January 15, 2024.

Thank you for your continued support.

Respectfully,

Jodi Meyer  
Financial Coordinator

# NORTH CENTRAL WASHINGTON

## NARCOTICS TASK FORCE

### OPERATIONAL AGREEMENT

THIS OPERATIONAL AGREEMENT is entered into pursuant to RCW 10.93 and RCW 39.34 and describes the duties and responsibilities of each jurisdiction and the operation of the North Central Washington Narcotics Task Force (NCWNTF). The participating jurisdictions are listed in Attachment A. This Agreement shall supersede all previous Task force Agreements upon its execution.

#### I. PROJECT DESCRIPTION

- 1.1 The North Central Washington Narcotics Task Force shall operate within the participating jurisdictions. The Task Force shall continue to be composed of personnel assigned from federal law enforcement agencies, the Washington State Patrol, law enforcement agencies within the counties, tribal law enforcement and the prosecutors' offices.
- 1.2 Each agency will participate for a period effective January 1, 2024 through the end of December 31, 2024.

#### II. BOARD OF DIRECTORS AND STRUCTURE OR ORGANIZATION

- 2.1 Overall governance of the NCWNTF's operations, including the setting of investigative priorities and general operating procedures as outlined in the task force grant, will be vested in a Board of Directors consisting of the chief law enforcement officer or agent from each participating

jurisdiction including state and federal and the Okanogan and Ferry County Prosecutors. The participating jurisdictions recognize that two or more jurisdictions may employ the same chief law enforcement officer or agent. In such event, the chief law enforcement officer or agent shall only cast a single vote. The chief law enforcement officer or agent is not entitled to cast a vote for each jurisdiction represented.

- 2.2 The Board or members of the Board of Directors shall have an equal vote in the conduct of its business. A quorum at a scheduled board meeting shall constitute seven votes. Each Board member may designate a subordinate to attend any particular Board meeting, which designee shall have full voting authority. When the board votes on any matter, a majority of those voting at a duly called meeting at which a quorum is present shall be required to conduct business. The Board shall have the authority to act and amend the policies and procedures which govern the actions of the Task Force.
- 2.3 The Board of Directors may assign or delegate such duties as it chooses to an Executive Committee selected from its members. The Executive Committee shall consist of three members of the Board who shall be appointed by the Chairperson.
- 2.4 The Board of Directors shall elect a chairperson from among its members to serve for one year. The Board of Directors shall meet at least four times a year. The chairman shall have the authority to call a special

meeting of the board upon at least seven days notice to each board member.

- 2.5 The Board of Directors shall designate a Task Force Commander and an Operations Support Specialist for the North Central Washington Narcotics Task Force. All persons assigned to the NCWNTF shall work under the immediate supervision and direction of the Task Force Commander. In the event that the Task Force Commander or the Operations Support Specialist is gone for an extended period of time, the Executive Board will meet to determine a temporary replacement of that position. All persons assigned to the NCWNTF shall adhere to the rules and regulations as set forth in the NCWNTF's Policy and Procedures Manual, as well as their individual departmental rules, policies and procedures.
- 2.6 Personnel assigned to or otherwise participating in activities of the NCWNTF shall be deemed to be continuing under the employment of the jurisdiction assigning said individuals, or otherwise permitting their participation, and said subject employer(s) jurisdiction(s) shall remain liable for all acts or neglect of their said employee(s) and each such employer jurisdiction further agrees to indemnify and hold harmless all of the other jurisdictions/parties to this agreement, including their officers, agents and employees from all damages of every kind and nature whatsoever that may be claimed or accrued by reason of the acts or neglect of their assigned and/or participating employee(s).



- 2.7 Employees hired directly by the NCWNTF shall be special employees of the Okanogan County Sheriff's Office and are exempt from Civil Service hiring. Guild membership is allowed to obtain the sheriff's office medical and dental benefits only – as approved by the Guild.
- 2.8 Any duly sworn peace officer, while assigned to duty with the NCWNTF as herein provided and working at the direction of the Executive Board, its chairperson, and the Task Force Commander, shall have the same powers, duties, privileges and immunities as are conferred upon him/her as a peace officer in the participating jurisdictions that employ him/her.
- 2.9 Participating agencies may withdraw from the NCWNTF by written statement of termination directed to the chairperson of the Board. Termination of an agency's participation will take place automatically thirty (30) days after receipt of such written notice or immediately upon written notification that said agency is unable to sustain the required funding.

### III. CONTEMPLATED NCWNTF TASKS

- 3.1 The general priority will be to continue investigations centering on narcotics trafficking, attempting to impact the highest-level dealers and wholesalers possible. When a determination of specific priorities must be made, the Board will direct the Task Force Commander. The NCWNTF will be responsible for accomplishing the Board's objectives.

#### IV. NCWNTF OBJECTIVES

- 4.1 This section identifies specific targeted measures to be attained by the North Central Washington Narcotics Task Force during the program year.
- A. Continue to disrupt drug organizations within the participating jurisdictions.
  - B. Continue to gather and report intelligence data relating to illegal drug activities within the participating jurisdictions.
  - C. Continue to make arrests that will impact the highest-level dealer and wholesaler as possible.
  - D. Continue to effectively prosecute drug traffickers.
  - E. Continue to promote law enforcement cooperation through multi-agency investigations.
  - F. Continue to impact drug trafficking organizations.

#### V. FINANCIAL COMMITMENT

- 5.1 The agreed contribution fees of each participating jurisdiction are set out in the schedule, which is included as Attachment B. Agencies that are unable to pay all of their participation fee will be reviewed for membership on a case by case basis. Contributions will be monetary unless otherwise approved by the board. The board may impose sanctions such as ineligibility to share multi-agency forfeited assets, equipment distribution and abstaining from the voting process.

## VI. BUDGET

- 6.1 The Operations Support Specialist, under the supervision of the Board Chairperson, shall be responsible for the accounting of NCWNTF expenditures.
- 6.2 Forfeited assets will stay with the NCWNTF. The distribution of multi-agency forfeited assets will be decided by the Board of Directors. Funds derived from asset forfeitures or court orders shall be held by the Task Force and used to fund its future operations. Equipment purchased with Task Force funds will belong to the NCWNTF. In the event, the NCWNTF is disbanded; such NCWNTF equipment derived from seizures will be distributed in proportion to that agency's contribution, both monetary and in-kind services. However, if less than all agencies terminate, equipment derived from seizures will remain with the NCWNTF. Any equipment loaned to the NCWNTF by an agency will be returned to that agency.
- 6.3 The NCWNTF will maintain a fund to be used for drug buys and for the purchase of information. This fund will continue to serve as the basis for enforcement work and will not be used for normal expense.

## VII. CONCLUSION

Law enforcement agencies continue to be faced with the responsibility of increased narcotics investigations with decreasing resources. The North Central Washington Narcotics Task Force has proven its ability to make significant impacts on crime. The NCWNTF is an extremely efficient use of law enforcement expenditures. The cost effectiveness of the NCWNTF for city, county and tribal resources is enhanced by the participation of the Okanogan and Ferry County Prosecutor's Offices, the Washington State Patrol, Colville Tribal Police Department and other federal enforcement authorities. This integrated law enforcement approach to narcotics investigations has been proven as a positive approach to combating the increasing lawlessness that surrounds narcotics within our respective counties.

NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

Attachment A  
List of Participating Agencies

City of Okanogan

City of Twisp

City of Brewster

City of Winthrop

City of Omak

City of Tonasket

City of Oroville

Washington State Patrol

City of Pateros

United States Port of Entry

United States Border Patrol

Colville Tribal Police Department

Okanogan County Sheriff's Office

Okanogan County Prosecuting Attorney's Office

Homeland Security Investigations

Ferry County Prosecuting Attorney's Office

Ferry County Sheriff's Office

NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

Attachment B - Schedule of Cash Contributions

**\$6,600.00**

City of Okanogan

City of Brewster

Ferry County Sheriff's Office

**\$5,000.00**

City of Oroville

City of Pateros

City of Winthrop

City of Twisp

**\$10,600.00**

City of Omak

City of Tonasket

City of Coulee Dam

**\$12,600.00**

Okanogan County Sheriff's Department

NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

Support for Continuation of NCWNTF

\_\_\_\_\_  
MAYOR, City of Pateros

\_\_\_\_\_  
MAYOR, City of Omak

\_\_\_\_\_  
MAYOR, City of Coulee Dam

\_\_\_\_\_  
MAYOR, City of Brewster

\_\_\_\_\_  
MAYOR, City of Oroville

\_\_\_\_\_  
MAYOR, City of Twisp

\_\_\_\_\_  
MAYOR, City of Okanogan

\_\_\_\_\_  
MAYOR, City of Tonasket

\_\_\_\_\_  
MAYOR, City of Winthrop

## AGREEMENT FOR TECHNOLOGY SUPPORT

\* \* \* \* \*

This Agreement for Technology Support, hereinafter "Agreement", is made and entered into this 1<sup>st</sup> day of January, 2024, by and between the **TOWN OF TWISP**, a Washington municipal corporation, hereinafter referred to as the "Town", and **MARTIN STRAUB**, doing business as **SIMPLEPOWERIT LLC**, a Washington limited liability company, hereinafter "Consultant", and collectively hereinafter referred to as "Parties".

### **RECITALS:**

**A.** The Town currently utilizes a mix of newer and older personal computers located at the Town Hall, Police Department and Town Public Works Shop, which shall hereinafter referred to as "Town PCs".

**B.** The Town currently utilizes the Town PCs to share files, email and calendars, and general administrative needs for each applicable department.

**C.** The Town is desirous of retaining the services of Consultant to provide technology support for the use of the Town PCs, as well as for the scope of services outlined below.

**D.** Consultant has provided a technology proposal to the Town, and has proposed to provide technology support services, which are integrated into this Agreement, and subject to the terms and conditions contained herein.

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

**1. SERVICES.** Subject to the terms and conditions of this Agreement, during the term, Consultant will provide to Town the following technology support services:

**a.** Provide proactive support, including remote support tools, Windows patch management, EDR, monitoring of Town PCs, web-filtering and unlimited email support;



b. Detection and resolution of issues, such as hard drive and storage issues, daily Windows updates, and Endpoint Detection and Response;

c. Troubleshooting of Town PCs for problems occurring with Town PCs, or support services subscribed for or acquired by Town for use of Town PCs;

d. Provide regular recommendations for equipment upgrades, software improvements, etc., and budgeting for recurring services and capital improvements, and monitoring support tools which includes listings of technology assets, approximate in-service dates and installed components for future planning needs.

**2. COMPENSATION.** Town shall pay to Consultant for technology support services based on the following payment schedule:

a. **Recurring monthly cost:** ~~\$18.00~~30.00 per month for each PC actively used by the Town, including EDR. ~~An additional \$5 per month for each PC protected by EDR.~~ Office 365 software licenses provided at published Microsoft prices. Network attached storage (NAS) devices of the Police Department and Clerk's Office monitored and backed up (locally and to Amazon cloud) for \$30.00 per month each.

b. **Additional remote and hands-on support:** Hourly rates will be \$140 for standard support and \$175 for all other professional services such as network engineering and consulting. ~~Additional remote and hands-on support will be invoiced at the rate of \$130.00 per hour.~~

c. **Trip charge (when on-site work is required):** Rates are a flat ~~\$130.00~~140.00 if scheduled in advance, or ~~\$260.00~~280.00 for urgent issues for which on-site work is not scheduled in advance.

**3. OPTIONAL SERVICES.** In addition to the scope of services outlined above, Consultant may provide, at Town's request, the following additional services:

**a. Training.** Short training sessions to help users better understand and make use of available Outlook and Office 365 features.

**b. Sharepoint.** Guidance on how to migrate files to Sharepoint for shared and secure access by Town staff.

**c. OneDrive.** Support for best use of OneDrive for storing Town's files and ensuring they are synced to the Cloud for access anywhere.

**d. Outlook Sharing.** Support and training for shared calendars, contacts, and other teaming features available in Outlook.

**e. Mail Retention and eDiscovery.** Consultant will work with Town to assure retention policies are properly being applied to mailboxes. Consultant will provide guidance in the use of eDiscovery center for organization-wide searches for public records requests.

**f. Other Features.** Consultant may identify other needs, and help implement other available features such as Skype for Business or intranet sites for further internal sharing and collaboration.

Support as listed in this Paragraph 3 shall be invoiced at the Town's \$~~120.00~~140.00 per hour rate.

**4. INTEGRATION.** This Agreement contains the entire agreement between and among the Parties, integrates all terms and conditions mentioned herein or incidental hereto, and supersedes all prior written or oral discussions or agreements between the Parties with respect to all or part of the subject matter hereof.

**5. WARRANTY.** Consultant warrants that:

a. Any services provided hereunder will be performed in a professional and workmanlike manner; and

b. The functionality of the services will not be materially decreased during the term.

**6. TERM.** This Agreement commences on January 1, 2024, and shall continue for a period of 1 year or until earlier terminated by one party under the terms of this Agreement. Termination of this Agreement shall not extinguish or prejudice Town's right to enforce this Agreement with respect to:

a. Breach of any warranty; or

b. Any default or defect in Consultant's performance that has not been cured to Town's reasonable satisfaction.

**7. TERMINATION.** This Agreement shall terminate at completion of the term provided herein, or with the Town providing Consultant with 30 days' advance written notice. In the event this Agreement is terminated by the Town's issuance of said written notice of intent to terminate, the Town shall pay Consultant for any services performed, or the remainder of any existing software license terms (such as Office 365), and if necessary, on a pro-rata basis. If, however, Consultant has substantially or materially breached the standard and terms of this Agreement, Town shall have any remedy or right of set off available at law or equity.

**8. INDEPENDENT CONTRACTOR.** Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is an employee of Town for any purposes.

**9. CONFIDENTIALITY.** Consultant agrees that it may be furnished with or otherwise have access to information or data Town considers being confidential. This information or data includes, but is not limited to:

**a. Confidential Information.** Information that is not generally known by the public and that (i) is obtained by Consultant from Town, or that is learned, discovered, developed, conceived, originated or prepared by Consultant during the process of performing this Agreement; and (ii) relates directly to the business, assets, proprietary information, personnel records, police reports or records or any other information of Town, and shall include computer software codes, routines, product information, research and development information, financial data and information, and any other information of Town that Town informs Consultant, or that Consultant should know by virtue of its position, hereinafter "confidential information".

**b. Obligation of Confidentiality.** During the term of this Agreement, and always thereafter, Consultant agrees it will not disclose to others, use for its own benefit or the benefit of anyone other than the Town, or otherwise appropriate or copy, any confidential information, whether or not developed by Consultant, except as required in the performance of its obligations to Town hereunder. The obligations of Consultant under this paragraph shall not apply to any information that becomes public knowledge through no fault of Consultant.

**10. ASSIGNMENT.** Consultant may not assign or subcontract its rights or obligations under this Agreement without the prior written consent of the Town, which shall not be unreasonably withheld.

**11. INDEMNIFICATION.** Consultant shall indemnify and hold Town, its agents, employees and elected officials, harmless from any losses, liabilities and damages (including without limitation, costs and reasonable attorney's fees) arising out of: (i) failure of Consultant to implement commercially reasonable

measures against the theft of confidential information; or (ii) total failure of Consultant to provide the services required hereunder.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or property caused by or resulting from the concurrent negligence of the Consultant and the Town, its officers, officials, employees and agents, the Consultant's liability, including the duty and cost to defend hereunder, shall only be to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under the Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this Paragraph 11 shall survive the expiration or termination of this Agreement.

**12. INSURANCE.** Consultant agrees to maintain in full force and effect during the term of this Agreement, at its own cost, the following coverages:

**a.** Errors and omissions insurance (professional liability and cyber insurance) with limits of liability of at least \$1,000,000.00 per claim and in the aggregate;

**b.** Workers compensation coverage as required by the industrial insurance laws of the State of Washington;

**c.** Commercial general or business liability insurance in the minimum combined single limits of \$1,000,000.00 each per occurrence and \$2,000,000.00 general aggregate;

**d.** Automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$1,000,000.00 for any one occurrence, with respect to each of Consultant's owned, hired and non-owned

vehicles assigned to or used in performance of the services provided in this Agreement.

e. Consultant shall provide the Town with evidence of such insurance coverages as required in this paragraph within 10 days of full execution of this Agreement.

**13. GOVERNING LAW, VENUE AND ATTORNEY'S FEES.** This Agreement shall be governed and construed in accordance of the laws of the State of Washington. In the event that any action is maintained by either of the Parties regarding the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to their reasonable attorney's and costs incurred, including arbitration and appealed. Venue shall be exclusively in Okanogan County, Washington.

DATED the day and year first above written.

**TOWN:**

TOWN OF TWISP

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

Attest:

By: \_\_\_\_\_  
Randy Kilmer, Clerk-Treasurer

**CONSULTANT:**

SIMPLEPOWERIT LLC

By \_\_\_\_\_  
Martin Straub, Sole Member

## **METHOW VALLEY COMMUNITY CENTER ASSOCIATION COMMERCIAL SUB-LEASE**

Grantor: METHOW VALLEY COMMUNITY CENTER Association

Grantee: TOWN OF TWISP

Legal Description: Block 3, S1/2 of NE ½ of NE ¼, Section 18, Township 33 North, Range 22 E.W.M.

Additional Legal Description: Rooms 1 & 2 of MV Community Center

Assessor's Tax Parcel ID #2650030001

THIS Commercial SUB-LEASE, "sub-lease" dated this 1st day of January 2024 by and between METHOW VALLEY COMMUNITY CENTER ASSOCIATION, a Washington non-profit corporation, "Landlord" (or "Lessor") and the Town of Twisp, a Washington municipal corporation, hereinafter called "Tenant"(or "Lessee" and collectively the "Parties").

For and in consideration of the mutual covenants and conditions contained herein, the Parties do hereby agree as follows:

a) Premises: Landlord hereby sub-leases to Tenant upon the terms and conditions set forth in this sub-lease, that portion of the improvements located on the real property situated in the Town of Twisp, State of Washington described as follow:

See Exhibit "A" attached hereto and shall be hereinafter referred to as the "premises".

b) Pre-existing lease with School District #350, Owner of Premises: The said premises are the same premises, or a part of the premises, referred to in the pre-existing lease between METHOW VALLEY SCHOOL DISTRICT NO. 350 as the landlord and the Lessor herein as the tenant therein, dated the 26th day of May, 2020, hereinafter "pre-existing lease".

The terms, covenants, provisions, and conditions of said pre-existing lease are hereby incorporated herein and shall be binding upon both parties hereto; those applying to the landlord therein apply to the Lessee herein.

The Lessee represents that the Lessee has read the said pre-existing lease; an exact copy thereof is attached hereto as Exhibit "B".

### **2. Use of Premises:**

a) The premises shall be used for the purpose of housing, operating, and maintaining the Twisp Library, and any use or maintenance incidental to such use as a library.

b) The premises shall also be used for the storing of books and other library only related items, as well as any equipment and personal property necessary to operate the Twisp Library.

The doors to the main building containing the premises remain open from 9 a.m. to 6 p.m.

3. Term: This sub-lease shall be for a term of 1 year(s) commencing January 1, 2024 and ending December 31, 2024.

4. Rental: See Exhibit "B" for Rental Schedule. Tenant agrees to pay to Landlord at Landlord's address set forth herein or at such other place as Landlord may designate in writing, payable in advance on the first day of each and every month during the term of this sub-lease. Rental payments shall incur a five per cent (5%) penalty if paid after the 10th day of the month due.
5. Delivery of Possession: Landlord delivered possession of the premises to the tenant effective January 1, 2024.
6. Quiet Enjoyment: Landlord covenants and agrees that Tenant, upon performance of all of Tenant's obligations under this sub-lease, shall lawfully and quietly hold, occupy and enjoy the premises during the term of this sub-lease without disturbance by Landlord or by any person claiming under Landlord, subject to the other terms and provisions of this sub-lease, except that:
  - a) Landlord reserves the right to utilize the electrical room, panel box and hot water heater.
7. Acceptance of Premises: Tenants acknowledge that they have accepted the premises in an "as is" condition and that the condition of the premises as of the date of commencement of this sub-lease was acceptable to Tenant.
8. Utilities: Landlord shall provide heat to the premises at landlord's expense. Landlord shall also provide municipal water and sewer services and garbage pick-up services at landlord's expense. Lessee shall pay all charges for any telephone services and associated computer costs desired by Lessee to the premises. Lessee shall provide and maintain air conditioning equipment for the sub-leased space.
9. Maintenance
  - a) Maintenance by Landlord: The Landlord shall maintain in good condition the structural and exterior components of the premises, provided, however, that Landlord shall not be responsible to maintain any improvements or alterations of the premises which have been made by the Tenant. Landlord shall not be obligated to repair or replace or maintain any fixtures or equipment installed by Tenant and Landlord shall not be obligated to make any repair or replacement occasioned by an act or omission of Tenant or its employees, agents, invitees or licensees. Landlord shall also maintain all utility lines and connections, including water and sewer lines (to public lines) and electric lines.
  - b) Maintenance by Tenant: The tenant is responsible for all cleaning/janitorial for the premises, including cleaning supply costs.
  - c) Tenant's Signage: The Tenant may not attach signage to the main building containing the premises. The Methow Valley Community Center will include signage for the Tenant on the directory, installed by the Landlord.
10. Alterations, Repairs and Maintenance by Tenant: Tenant shall make no permanent changes, improvements, or alterations, including installation of trade fixtures, hereinafter



“Improvements” to the premises without the prior consent of Landlord. All such improvements, if any made by the Tenant shall remain on the premises and shall become the property of the Landlord upon the expiration or termination of this sub-lease. Provided that it is agreed that Tenant, at his sole expense, may install fan(s), shelving, and counters without the prior consent of the Landlord. Tenant shall hold Landlord harmless from any damages to Tenant or Third parties resulting from the installation, operation and maintenance of said Improvements; Tenant agrees to return the premises to their original state, reasonable wear and tear excepted, at the termination of this sub-lease, except that Improvements shall remain. Any and all work above described for Improvements shall be done by a licensed and bonded contractor.

11. Taxes: Landlord shall pay, before the same become delinquent, all taxes and special assessments levied against the premises. Tenant shall pay, all taxes assessed against Tenant’s furniture, fixtures, equipment, and other property on the premises.

12. Landlord’s Access to Premises: Landlord may inspect the premises at all reasonable times upon giving notice to Tenant of Landlord’s request to do so.

13. Liability Insurance: Tenant shall, at Tenant’s expense, maintain public liability and property damage insurance against any and all claims for injury to or death of persons and loss of or damage to property occurring on, in or about the premises, and belonging to Tenant. Tenant agrees to keep and maintain at all times during this term, and any renewal hereof, general public liability insurance upon the premises with limits of not less than \$1,000,000.00, and shall provide proof of such coverage to Landlord each year during the term herein. Tenant may not cancel such insurance without 20 days prior written notice to Landlord.

14. Tenant’s Fire Insurance: Tenant acknowledges that any personal property located on the premises by Tenant or North Central Washington Regional Library shall be insured by the owner thereof, at their expense, and Landlord shall have no responsibility or obligation to insure or maintain such personal property. All proceeds of such insurance shall belong to Tenant or North Central Washington Regional Library as their interests shall appear.

15. Landlord’s Fire Insurance: Landlord shall, at Landlord’s expense, maintain on the building located on the premises a policy of standard fire insurance with extended coverage in an amount of its replacement value. All proceeds of any such insurance shall be payable to Landlord and shall be applied to the restoration of the building to the extent necessary; any proceeds of such insurance remaining after such restoration shall belong to the Landlord.

16. Assignment and Subletting: This sub-lease may not be assigned, transferred, encumbered or sublet in whole or in part by Tenant, by operation of law or otherwise, without Landlord’s prior written consent, which will not be unreasonably withheld.

17. Damage or Destruction: If the premises or the building located thereon are damaged or destroyed by fire or any cause other than an act or omission of Tenant, its employees, agents, invitees, or licensees, Landlord shall restore the premises and the building, except for such fixtures, improvements and alterations as are installed by Tenant, as nearly as practicable to their condition immediately prior to such damage or destruction. Landlord, at Tenants expense, shall

restore the premises and building with respect to all damage caused by the sole negligent act or omission of Tenant, its employees, agents, invitees, or licensees, and Tenant agrees to reimburse Landlord upon demand for all sums expended from time to time for such restoration. Landlord's and Tenant's obligations under this paragraph shall be limited to the amount of insurance proceeds collected by them upon the damage or destruction of the premises.

If Landlord deems that it is not economically feasible to restore the building or the premises, then Landlord may terminate this sub-Lease as of the date of the damage or destruction by giving Tenant notice to that effect.

If Landlord undertakes to restore the premises and the building, then commencing with the date of damage or destruction and continuing through the period of restoration, the rent for the premises shall be abated if the building is untenable for Tenant's use of the premises, except that there shall be no abatement to the extent that any such damage or destruction is caused by the sole negligent act or omission of Tenant, its employees, agents, invitees or licensees.

18. Liens: Tenant shall not suffer or permit any lien to be filed against the premises or the building or any part thereof by reason of work, labor, services, or material performed or supplied to Tenant. If any such lien is filed against the building or the premises, Tenant shall cause the same to be discharged of record within 30 days after the date of such filing.

19. Indemnity by Tenant: Tenant agrees that Landlord shall not be liable for any claims for death of or injury to person or damages to or destruction of property sustained by Tenant or any other person in the premises, including claims arising from the condition of any part of the premises, unless such damage is caused by the sole negligence of Landlord or resulting from portions of the premises, main building and real property under the control of the Landlord. Tenant hereby waives all claims therefore and agrees to indemnify Landlord against any such loss, damage, or liability or any expense incurred by Landlord in connection therewith unless such damage is caused by sole negligence of Landlord or resulting from portions of the premises, main building and real property under the control of the Landlord.

20. Default; Remedies: The occurrence of any of the following events shall be deemed a breach of this sub-lease, namely:

- a) Tenant's assignment for the benefit of creditors or a voluntary or involuntary petition under any bankruptcy law.
- b) If Tenant shall default in performance of any obligations under this sub-lease or shall violate any terms or provisions of this sub-lease.

If any such instance, Landlord may, upon giving Tenant any notice required by law, terminate this sub-lease and upon such termination Tenant shall quit and surrender the premises to Landlord, but the Tenant shall remain liable as hereinafter provided.

If this sub-lease be terminated, Landlord may immediately or at any time thereafter re-enter the premises and remove any and all persons and property therefrom, by any suitable proceeding at

law or otherwise, without liability therefore, and without such re-entry diminishing Tenants obligation to pay rental for the full term hereof; Tenant agrees to pay Landlord any deficiency arising from re-entry and re-letting of the premises at a lesser rental than provided herein, applying the proceeds of any such re-letting first to the payment of such reasonable expenses as Landlord may have incurred in recovering possession of the premises and in putting the same in good order or condition and all other Landlord's expenses and the remainder to Tenant's obligations to pay rental. In any such case, Tenant shall pay to Landlord the rent and all other charges required to be paid by Tenant.

22. Condemnation: If all of the premises is taken by any public authority under the power of eminent domain, this sub-lease shall terminate as of the date possession is taken by said public authority pursuant to such condemnation. If any part of the premises is so taken and, in the opinion of either Landlord or Tenant, it is not economically feasible to continue this sub-lease in effect, either party may terminate this sub-lease. All damages awarded for the taking or damaging of all or any part of the building of the premises shall belong to and be the property of the Landlord and Tenant hereby assigns to Landlord any and all claims to such award, but nothing herein contained shall be construed as precluding Tenant from asserting any claim Tenant may have against such public authority for disruption or relocation of Tenant's use of the premises.

23. Notices: All notices, demands and requests to be given by either party to the other shall be in writing addressed to Tenant at Box 278, Twisp, WA 98856, and in writing addressed to Landlord (MVCCA) at P.O. Box 565, Twisp, WA 98856.

24. For Rent Signs: Showing Premises: Landlord may place for rent or for sale signs on the exterior of the main building and may enter the premises for the purposes of showing the premises or the building to prospective tenants, purchasers and lenders at all reasonable times upon giving notice to Tenant of Landlord's request to do so.

25. Surrender of Premises: Tenant, at the expiration or sooner termination of this sub-lease, shall quit and surrender the premises in good, neat, clean and sanitary conditions, except for reasonable wear and tear and damage not caused by any act or omission by Tenant, its employees, agents, invitees, or licensees.

26. Holdover: If Tenant lawfully holds over after the expiration of the term of this sub-lease, such tenancy shall be a month-to-month tenancy on approval on the Landlord. During such tenancy, Tenant agrees to pay Landlord the same rate of rental as provided in this sub-lease and to be bound by all the terms, covenants, and conditions set forth herein.

27. Non-Waiver: No failure of the Landlord to insist upon the strict performance of any provision of this sub-lease shall be construed as depriving Landlord of the right to insist on strict performance of such provision or any other provision in the future.

29. Partial Validity; Governing Law; Entire Agreement: If any term or provision of this sub-lease is deemed to be invalid by any court of law, the remaining terms of this sub-lease shall not be affected thereby. This sub-lease shall be governed by the laws of the State of Washington. This document contains the entire and integrated agreement of the Parties and may not be modified except in writing signed and acknowledged by the Parties. This agreement shall be binding upon the Parties hereto and upon their respective executors, administrators, legal representatives, successors and assigns.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

STATE OF WASHINGTON                   )  
   ) ss.  
County of Okanogan                   )

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

TENANT: TOWN OF TWISP

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

ATTEST:

\_\_\_\_\_  
Randy Kilmer, Clerk/Treasurer

Address:      Town of Twisp  
                 PO Box 278  
                 Twisp WA 98856

STATE OF WASHINGTON      )  
   ) ss.  
County of Okanogan      )

On this day personally appeared before me Soo Ing-Moody, to me known to be the individual described in and who executed the within and foregoing instrument as the Mayor of the town of Twisp, and acknowledged to me that she signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

OWNER: METHOW VALLEY SCHOOL DISTRICT #350

\_\_\_\_\_  
By:

The foregoing Sub-Lease Agreement is approved as to form and content this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## **INTERLOCAL AGREEMENT BETWEEN OKANOGAN COUNTY AND THE TOWN OF TWISP FOR BUILDING INSPECTION SERVICES**

This Interlocal Agreement for building inspection services (“Agreement”) is entered into by and between Okanogan County, Washington (County) and the Town of Twisp, Washington (Town) sometimes individually referred to as a “Party” or collectively referred to as the “Parties.”

### **RECITALS**

WHEREAS: The Parties are public agencies which agree to enter into an Agreement for Building Inspection Services pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act; and

WHEREAS: The Town has the power, authority, and responsibility to provide Building Inspection Services for its citizens and is desirous of obtaining Building Inspection Services from the County to fulfill its obligation to its citizens; and

WHEREAS: The County has established and maintains qualified Building Inspection Services employees; and

WHEREAS: The Building Inspectors for the County are available to provide Building Inspection Services to the Town;

NOW THEREFORE, in consideration of the foregoing and as set forth below, the Parties agree as follows:

### **AGREEMENT**

1. Building Inspection Services. This Agreement contains provision related to the County providing Building Inspection Services to the Town. Upon advance oral or written notice by the Town, the County shall provide Building Inspection Services for the Town. The hours of service shall be the normal business hours of the Okanogan County Building department (8:00 a.m. to 5:00 p.m.).

2. Building Inspection Services Definition. For purposes of this Agreement, “Building Inspection Services” shall include initial plan review, site inspections, pre-application consultations, permit issuance, coordination with Town departments, code review assistance and other duties required by a municipal building inspector under the State Building Code (Chapter 19.27 RCW), unless otherwise specifically excluded in this Agreement.

3. Code Enforcement. This Agreement does not provide for any code enforcement services, civil or criminal.

4. Duration: This Agreement shall take effect upon approval by both parties and recording with the Okanogan County Auditor or publication on the parties’ websites, and

shall continue and be in full force and effect until December 31, 2024, unless terminated sooner pursuant to paragraph 5.

5. Termination:

5.1 Termination by Notice. Either Party may terminate this Agreement by providing 60 days advance written notice to the other Party of the effective date of such termination.

5.2 Termination by Mutual Written Agreement: This Agreement may be terminated in its entirety at any time by mutual written agreement of the Parties.

5.3 Termination for Breach: Either Party may terminate this Agreement for material breach of the terms of this Agreement upon 20 days prior written notice to the other party. Such notice shall specify in detail the breach or default claim.

5.4 Termination by Town upon hiring Town Building Inspector. The Town may terminate this Agreement immediately upon written notice to the County that the Town has hired a full-time building inspector for the Town.

6. Administration, No separate Entity Created. The Mayor of the Town, and the Building Official of the County shall be responsible for the administration and management of the Building Inspection Services to be provided as described in this Agreement. No separate legal entity is created hereby.

7. Consideration. Consideration for Building Inspection Services shall be based upon the hourly compensation rate established by the County for the Building Inspection Services in effect at the time the services are provided. This hourly rate shall be \$120.00 per hour with a one hour minimum charge for each inspection and plan review. The County shall be compensated for round trip for driving time between the County offices and the Town at a flat rate equal to one-half of the hourly rate in effect at the time the Building Inspection Services are provided. The Building Inspection Services shall be provided "as needed" and "as requested" by the Town with a 48 hour advance notification. The County shall invoice the Town monthly for the Building Inspection Services used by the Town in the prior month. The Town shall pay invoices submitted within 30 days of receipt of the same. Interest shall accrue at the rate of 8% per annum on invoices not timely paid by the Town.

8. Benefits and other expenses. Attendance by the County Building Inspector at Town meetings that does not fall within the definition of "Building Inspection Services" in paragraph 2 above, but which the County Building Inspector may attend at his or her discretion, shall be compensated by the Town at \$120 per hour, plus round trip travel expenses at \$60 per hour. The County shall not be paid any other compensation or benefits or be reimbursed for any expenses not specifically set forth in this Agreement.

9. Disputes. During the term of this Agreement, concerns of either party shall be communicated to the administrators of this Agreement. Prior to either Party commencing

legal action relating to the enforcement or interpretation of this Agreement, the administrators of this Agreement agree to meet to make a good faith effort to resolve any dispute that has arisen. Provided, that this provision shall not be a limitation on either Party commencing legal action if the other refuses to meet to attempt to resolve any dispute, or in the case where a delay would result in either Party suffering immediate harm or damages.

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

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

The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

11. Insurance. The County shall secure and maintain in force public liability or errors and omissions insurance for Building Inspection Services and motor vehicle insurance with minimum coverages of \$1,000,000.00 per occurrence for personal injury, property damage, and public official's errors and omissions. The County insurance policies shall include a provision prohibiting cancelation of the insurance except upon 30 days prior written notice to the Town. The County shall name the Town as an additional insured for purposes of this Agreement. Certificates of coverage as required herein shall be delivered by the County to the Town within 30 days of the date this Agreement is effective.

Membership and/or participation in a legally recognized government entity insurance pool with limits of liability equal to or greater than the coverage limits set forth above herein shall be an acceptable method of complying with this provision of this Agreement and the additional insured requirement is waived.

12. Records and Forms. The County shall keep and maintain accurate and complete records pertaining to the implementation of this Agreement. The Town shall have full access to and the right to examine any of said materials. All records, books, documents and other material maintained, prepared or issued in the implementation of this Agreement shall be the property of the Town which shall have the responsibility for the retention and release of the same.

13. Return of Documents. The County agrees that upon termination of this Agreement for any reason, it will return to the Town all documents, files and records of any nature



whatsoever obtained by or for the Town and used in connection with work performed for the Town pursuant to this Agreement.

14. Employees, and Employment Relationship. The Building Inspector shall follow the reasonable instructions of the Town Mayor, or his or her designee, provided such instructions are in the furtherance of the deliverance of building inspection services by the County to the Town pursuant to the terms of this Agreement.

No employment relationship is created. The Parties agree that nothing in this Agreement shall be construed as creating an employment relationship between the Town and any employee, agent, representative or contractor of the County, or between the County and any employee, agent, representative or contractor of the Town. Without limiting the foregoing, the Building Inspector shall at all times relevant to this Agreement be and remain an employee of the County, and the County shall be exclusively responsible for providing all compensation, benefits, discipline and supervision with respect to the Building Inspector except as expressly set forth in this Agreement.

In the event that this section is deemed invalid, or an employment relationship has been created, both parties agree to defend and indemnify the other consistent with section 10 above and both parties agree to waive any immunity available under RCW Title 51.

15. Notice. All Notices which may be required under this Agreement shall be given as follows:

a. Notice to the County:

Okanogan County Attention:  
Building Official 123 North  
5<sup>th</sup> Ave, Room # 114 Okanogan,  
WA 98840

b. Notice to the Town:

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

16. Severability. In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and validated to the extent permitted by law. All provisions of this Agreement are severable and the invalidity of a single provision hereof shall not affect the remaining provisions.

17. Governing Law. This Agreement shall be governed in all aspects by the laws and statutes of the State of Washington. The venue of any action hereunder shall be in the Superior Court for Okanogan, Washington.

18. Integrated Agreement. This Agreement constitutes the entire Agreement of the Parties regarding the provision of Building Inspection Services, and supersedes all oral or written agreements or negotiations between the parties, which are hereby deemed void and of no force or effect.

19. Modification. This Agreement is intended to express the entire Agreement of the Parties, and may not be modified unless such modification is in writing, and signed by both Parties.

20. Photocopies. Photocopies of signatures approving this Agreement shall be considered the same as original signatures for all purposes.

APPROVED by the County Commissioners of Okanogan County, Washington, at an Open Public Meeting the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF COUNTY COMMISSIONERS  
OKANOGAN, WASHINGTON

\_\_\_\_\_  
Andy Hover, Chairman

\_\_\_\_\_  
Chris Branch, Vice Chair

\_\_\_\_\_  
Jim Detro, Member

APPROVED AS TO FORM:

ATTEST:

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

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

APPROVED by the Town Council of the Town of Twisp, Washington, at an Open Public Meeting the 22<sup>nd</sup> day of November, 2022.

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

Attest:

---

Randy Kilmer Clerk/Treasurer

Approved as to Form:

---

W. Scott DeTro, Town Attorney

## **RESOLUTION #23-713**

**A RESOLUTION of the Town of Twisp, Washington, superseding all previous fee schedule resolutions and revising the Fee Schedule for various fees for the Town of Twisp.**

**WHEREAS**, the Town of Twisp has various fees that need to be set at a level that will allow the continuing operation of the Town and services provided; and

**WHEREAS**, the Town needs to review the fees from time to time and make adjustments to the fee schedule;

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

The Fee Schedule is attached as Town of Twisp Fee Schedule and is herein approved for 2024 and subsequent years unless changed by an action of the Council.

**PASSED BY THE TOWN COUNCIL** this 12<sup>th</sup> day of December 2023.

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
Randy Kilmer, Clerk-Treasurer

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**Town of Twisp – Fee Schedule – 2024****11/28/23 12/12/23** – Resolution #23-713

<b>ADMINISTRATION FEE</b>	
City Map – 24 X 36	\$ 20.00
City Map – 36 X 48	\$ 30.00
NSF Returned Check Fee	\$ 35.00
Land Use Documents – each	\$ 15.00
1. Zoning Ordinance	
2. Comprehensive Plan	
3. Shoreline Master Plan	
4. Subdivision Ordinance	
In addition to above fees, actual mailing costs will be added	

<b>PUBLIC RECORDS REQUEST FEES</b>	
The charge for photocopies or printed copies of electronic public records is fifteen cents (.15) per page. When public records are mailed to a requestor, a charge for postage or delivery, and the cost of the envelope or container used may be added	\$ 0.15
The charge for public records scanned into electronic format or for the use of Twisp’s equipment to scan the records is ten cents (.10) per page.	\$ 0.10
The charge for each four electronic files or attachments uploaded to email, cloud-based data storage service, or other means of electronic delivery is five cents (.05).	\$ 0.05
The charge for the transmission of public records in an electronic format or for the use of Twisp’s equipment to send the records electronically is ten cents (.10) per gigabyte.	\$0.10
When digital storage media or device is provided by Twisp, the actual cost of such shall be charged to the requester.	Actual Cost
No fee is charged for inspection of a public record or for locating a record.	\$ -
If the total charges for a request are under \$1.00, the fees will be waived in their entirety. This provision may be used no more than five times per year per requestor of public records.	\$ -
Payment of charges is required prior to release of the records unless other arrangements have been made pursuant to RCW 45.56.120	\$ -
The charges in this section may be combined to the extent that more than one type of charge applies to copies produced in response to a particular request	\$ -
Twisp may require a deposit of up to ten percent (10%) of the estimated cost of copying records prior to copying any records for a requestor.	Actual Cost

# Town of Twisp – Fee Schedule – 2024

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ANIMAL FEES	
Neutered Males	\$ 10.00
Spayed Females	\$ 10.00
All Other Dogs	\$ 20.00
Violations (See Twisp municipal Code)	

BUSINESS LICENSE FEES	
Home Occupation/Home Industry (No Proration)	\$ 25.00
Business License	\$ 75.00
Proration – November 1-30 - \$50	\$ 50.00
Proration – December 1-31 - \$25	\$ 25.00
Temporary Business License (No Proration)	
1 week (7 days)	\$ 15.00
1 month (30 days)	\$ 25.00
31 days and over	\$ 75.00
Late Fees: 1-30 days	\$ 10.00
30+ days	\$ 25.00

LAND USE FEES – (Plus Actual Cost for all Professional Services required for review – All Fees are Non-Refundable regardless)	
Boundary Line Adjustment	\$ 150.00
Pre-application fee for Short Plats (optional pre-app process)	\$ 75.00
Pre-application fee for Long Plats & PD (required)	\$ 150.00
(covers the costs of a pre-application conference with staff & results in a letter from Town documenting requirements for project as proposed)	
Short Plat** (where a fee is per lot, count the total number of lots in the final plat)	\$ 600.00 plus \$100.00 per lot
Floodplain Development Hazard (incl. SEPA, but not Shoreline fee)	\$ 320.00
Fill & Grade Permit	\$100.00
Large Lot Segregation Process Fee	\$ 100.00
Large Lot Segregation Completed Application Fee	\$ 100.00
Parcel Consolidation	\$ 75.00
Street Petition to Vacate a Right-of-Way/Easement	\$ 125.00
Subdivision Ordinance Qualified Exemption	\$ 150.00
Access Permits	\$ 150.00
Annexation Petition	\$ 200.00
Conditional Use Permit – Application Fee (Includes SEPA)	\$ 525.00
**Note: where a fee is per lot, count the total number of lots in the final plat)	
LAND USE FEES - continued	
Preliminary Binding Site Plan (includes SEPA)	\$ 500.00
Subdivision Ordinance Deviation	\$ 325.00

# Town of Twisp – Fee Schedule – 2024

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Preliminary Approval of Long Plat (includes SEPA)(where a fee is per lot, count total # of lots in the final plat)	\$ 600.00 plus \$100.00 per lot
Preliminary Approval of Planned Development (includes SEPA)	\$ 600.00 plus \$100.00 per lot
Variance (zoning) (includes SEPA)	\$ 400.00
Final Procession Fee for Planned Development	\$ 250.00
Final Processing Fee for Long Plat	\$ 250.00
Final processing Fee for Binding Site Plan	\$ 250.00
Floodplan Development Variance (includes SEPA)	\$ 525.00
Zoning Code or Map Amendment – Application (includes SEPA)	\$ 650.00
Comprehensive Plan Text or Map Amendment –Application Fee (includes SEPA)	\$ 650.00
Plat or PD Vacation & Alteration (includes SEPA)	\$ 525.00
Administrative Permit	\$ 175.00
Recreational Vehicle – short-term permit (>2wks. To 90 days)	\$ 25.00
Recreational Vehicle – Extended temporary residence (up to 2 yrs.)	\$120 plus \$30 for ea. Sanitary inspect
<b>Miscellaneous</b>	
Miscellaneous Other Administration Services	\$ 70/hr. MIN
<b>Shoreline Master Program</b>	
Shoreline Substantial Development Permit (includes SEPA)	\$ 500.00
Shoreline Conditional Use Permit (includes SEPA)	\$ 750.00
Shoreline Variance Permit (includes SEPA)	\$ 750.00
Shoreline Statement of Exemption	\$ 150.00
<b>Appeal</b>	
Filing Fee	\$ 100.00

PARK FEES		
<b>Park Reservation Fee</b>		
Band Shell Side		\$ 25.00
Webb Shelter/River Side	*Non-profit community organizations that can provide documentation of non-profit status will be afforded an exemption of the park and office reservations fees, with exception of the Wagner Memorial Pool	\$ 25.00
Commons Park		\$ 25.00
Basketball Court		\$ 25.00
Damage Deposit – 1-199 people (Refundable)		\$ 50.00
Damage Deposit – 200+ people (Refundable)		\$ 100.00

POLICE DEPARTMENT FEES	
Fingerprinting – Per Card	\$ <del>20.00</del> 25.00
Police Report duplications (Paper Copy)	\$ 25.00



# **Town of Twisp – Fee Schedule – 2024**

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(DVD/CD Pre-payment Required)	\$ 15.00
(Electronic)	\$ 10.00
Accident Reports (Police Traffic Collision Report)	\$ 10.00
Found property handling fee (items with a value of \$25)	\$ 10.00
<b>In addition to above fees, actual advertising costs will be added</b>	
Ex Parte Paper service (per attempt to deliver - Plus round mileage for out-of-town services at the IRS Mileage Rate)	\$ <del>25.00</del> 40.00

<b>POOL FEES</b>	
<b><u>Daily Fees (all include sales tax)</u></b>	
Lap Swim	\$ 5.00
(Non-swimmer) Deck Fee	\$ 4.00
Water Aerobics	\$ 5.00
Adult Open Swim	\$ 5.00
Kids (7-17) Open Swim	\$ 3.00
Kids (0-6) up to 2 free 2/ Paid Adult	\$ 0.00
<b><u>Season Passes &amp; Programs</u></b>	
Lap Swim w/Pass	\$ 20.00
Water Aerobics w/Pass	\$ 20.00
Family Pass	\$ 185.00
Adult Pass	\$ 115.00
Child Pass (7-17)	\$ 70.00
Swim Lesson – Group Session	\$ 45.00
Swim Lesson – Private per session	\$ 22.50
Seniors 65 and over receive 20% discount on all fees	
<b>In keeping with the goals of the Wagner donors who built the pool, scholarships will be given to eligible low-income people who request them using Okanogan County income level information. Fee will be a minimum cast as follows:</b>	
Family Pass	\$ 100.00
Child Pass	\$ 37.50
Adult Pass	\$ 62.00
Senior Pass	\$ 50.00
Lessons – Minimum	\$0.00
<b><u>Swim Team Fees:</u></b>	
Number on Team	
<40 members	\$ 70.00
40-49 members	\$ 65.00
50-59 members	\$ 60.00
60-69 members	\$ 55.00
<b>POOL RATES -continued</b>	
70+ members	\$ 50.00
If the swim team family comes subsequently to purchase a family pass, they'll pay the family pass rate less the cost of the child's pass that swim team has collected.	

## Town of Twisp – Fee Schedule – 2024

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POOL RENTAL FEES	
Pool Rental Fee: per hour	\$ 50.00
Lifeguard Fee: per hour/per lifeguard (two lifeguards minimum up to 50)	\$ 15.00
<b>Pool Damage Deposit</b>	
Refundable damage deposit is required of all reservations	\$ 50.00
*Parties in excess of 200 will be required to pay additional deposit	\$ 100.00

TOWN COUNCIL CHAMBER FEES	
Council Chambers (per day)	\$ 50.00
<b>*Non-profit community organizations that can provide documentation of non-profit status will be afforded an exemption of the park and office reservation fees, with exception of the Wagner Memorial Pool</b>	

WATER RATES	
Monthly Base Rate – 0 – 800 cf – (May, June, July, August and September 1,200 cf)	\$ <del>62.87</del> 66.33
Outside town limits	\$ <del>72.72</del> 76.72
Water overage fee - 801 – 1,200 cf, \$1.65 per 100 cf	\$ <del>1.65</del> 2.70
Water overage fee – 1,201 – 3,000 cf, \$1.92 per 100 cf	\$ <del>1.92</del> 3.14
Water overage fee – over 3,000 cf, \$2.18 per 100 cf	\$ <del>2.18</del> 3.55
Laundromats additional per machine fee	\$ <del>1.00</del> 2.00
Private well holders per month fee for fire flow	\$ <del>7.00</del> 14.00
Water Assessment – Commercial Multi-Unit	\$ 3.00
Hydrant Meter Fee	\$ 50.00
\$ <del>4.368.29</del> per 100 cf	\$ <del>4.368.29</del>
Water turn-on fee	\$ <del>10.00</del> 15.00
Water turn-off fee	\$ <del>10.00</del> 15.00
After hour <u>on/off</u> fee (If your water is disconnected due to delinquency or repairs or if your water needs to be reconnected due to delinquency or repairs, there will be an afterhours fee for staff to perform that duty. Before 7:00 am and after 3:00 pm Monday-Friday, and all day weekends and holidays	\$ <del>50.00</del> 100.00
Delinquency Turn-on fee	\$ 30.00
System development fees	\$ <del>2,500.00</del> 3,170

SEWER RATES	
Class I – monthly base rate	\$ <del>63.13</del> 66.61
Class II – monthly base rate	\$ <del>63.13</del> 66.61

# **Town of Twisp – Fee Schedule – 2024**

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Class III – monthly base rate	\$ <del>107.12</del> <u>113.01</u>
Class IV – monthly base rate	\$ <del>142.79</del> <u>150.64</u>
Class V – monthly base rate	As fixed upon individual user application based on inside water use projections
Class VI – monthly base rate	\$ <del>195.61</del> <u>206.37</u>
Class VII – multi user subclasses:	
Class A – per bathroom	\$ <del>27.86</del> <u>29.39</u>
Class B – per residence per month, occupied or not	\$ <del>63.13</del> <u>66.61</u>
Class C –multi use public or commercial buildings	\$ <del>27.86</del> <u>29.39</u>
Late Fee – past due 30 days – per statement	\$ 10.00
System Development Fees	\$ <del>2,500.00</del> <u>3,170</u>
Side Sewer Permit	\$ 25.00

SIGN FEES	
Sign Application/Permit	\$75.00
Sign Application/Permit – 2 <sup>nd</sup> Sign	\$35.00
Sign Permit – Variance	\$50.00

BUILDING PERMIT FEES		
Manufactured Home Permit	Flat Fee	Single Wide - \$200.00 Double Wide - \$250.00 Triple Wide - \$300.00
Yurt	Flat Fee	\$ 250.00
*Modular Home Permit	Flat Fee	Per Story - \$ 250.00
*Move Permit	Flat Fee	\$ 50.00
<b>*Move/Modular Permit requires a Basement/Foundation Permit</b>		
Swimming Pool	Flat Fee	\$ 120.00
Wood Stove Permit	Flat Fee	\$ 120.00
Remodel/Repair – Major	50% of Average square foot cost	
Remodel/Repair – Minor	25% of Average square foot cost	
Title elimination without inspection		\$ 10.00
Title elimination with inspection		\$ 130.00
Special Inspection Fee		\$ 120.00
<b>Building Permit – Square footage of work x work Evaluation then see Building Permit Fee Schedule (see pg )</b>		

# Town of Twisp – Fee Schedule – 2024

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<b>Mechanical Permit – 97 UMC (see pg )</b>		
<b>Plumbing Permit – 03 UPC (see pg )</b>		
<b><u>Single Family Dwelling</u></b>	<b>Average</b>	<b>Good</b>
Type V wood frame	\$ 60.00/sq ft	\$ 81.75/sq ft
Type V masonry	\$ 73.40/sq ft	\$ 94.00/sq ft
Second floor	\$ 40.00/sq ft	\$ 53.50/sq ft
*Basement	\$ 40.00/sq ft	\$ 51.85/sq ft
Uncovered deck	\$ 10.00/sq ft	
Covered deck	\$ 12.00/sq ft	
Garage (masonry)	Unheated \$ 23.75/sq ft	Heated \$ 26.25/sq ft
*Foundation walls only	\$ 15.00/sq ft	
<b><u>Other Non-Commercial Work</u></b>	<b>Unheated</b>	<b>Heated</b>
**Stick Frame *(Garage, Shop, Storage)	\$ 21.50/sq ft	\$ 24.00/sq ft
Pole building with walls	\$ 14.00/sq ft	\$ 16.50/sq ft
Pole building roof only (Carports)	\$ 10.50/sq ft	
Mechanical & Plumbing Permits are included in permit fees for all <b>Non-commercial</b> work		
<b><u>Commercial Work</u></b>		
See attached Building Valuation data sheet for closest type and nature of project		
<p><b>***Renewals</b> – The Town of Twisp Building Department will allow a permit to stay active for <b>18 months</b> after issuance. If the project cannot be finished in 18 months the applicant must apply in writing for a six-month extension for a fee of \$100, if the project is still not complete within that six-month extension the applicant must renew the permit by applying in writing for a one-year extension and ½ the original permit fee will be due, after those initial extensions have expired the permit will expire and a new permit will be required. This will give the applicant three years to complete the project. If the project cannot be completed within three years, a new completed permit application and fees must be submitted. Expired permits that have had all inspections completed up to the FINAL inspection may request a Final Inspection for \$100.00 Special Inspection Fee <b>per</b> inspection conducted.</p>		
<p><b>****Agricultural and Out building fees</b> – Signed construction bids may be submitted to be used for project valuation on agricultural and out buildings only.</p>		
<p><b>Investigation fee</b> – An investigation fee, in addition to the permit fee shall be collected whether or not a permit is then subsequently issued for structures under construction of constructed without a valid permit and manufactured homes installed without a valid installation permit. The investigation fee shall be up to equal the amount of the building permit fee, but in no case less than \$100.00.</p>		
<p><b>Refund Policy – 107.6 UBC</b> – The building official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.</p> <p>The building official may authorize refunding of not more than <u>80%</u> of the permit fee paid when no work has been done under a permit issued in accordance with this code.</p> <p>The building official may authorize refunding of not more than 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.</p>		
<b><u>Plan Check Fees</u></b>		
Single Family swelling work		45% of permit fee
Other non-commercial work		45% of permit fee

# Town of Twisp – Fee Schedule – 2024

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Commercial work		65% of permit fee	
Table 1-A – Building Permit Fees			
Total Valuation	Fee		
\$1.00 - \$500.00	\$24.70		
\$501.00 - \$2,000.00	\$24.70 for the first \$50.00 <b>Plus \$3.20</b> for each additional \$100.00 or fraction thereof, to and including \$2,000.00		
\$2,001.00 - \$25,000.00	\$72.70 for the first \$2,000.00 <b>Plus \$14.70</b> for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00		
\$25,001.00 - \$50,000.00	\$410.80 for the first \$25,000.00 <b>Plus \$10.60</b> for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00		
\$50,001 - \$100,000.00	\$676.00 for the first \$50,000.00 <b>Plus \$7.35</b> for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00		
\$100,001.00 - \$500,000.00	\$1,043.00 for the first \$100,000.00 <b>Plus \$5.90</b> for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00		
\$500,001.00 to \$1,000,000.00	\$3,395.00 for the first \$500,000.00 <b>Plus \$5.00</b> for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00		
\$1,000,001.00 and up	\$5890.00 for the first \$1,000,000.00 <b>Plus \$3.30</b> for each additional \$1,000.00 or fraction thereof		
Other Inspections and Fees:			
1. Inspections outside of normal business hours (min. two-hour charge		\$120.00/HR <sub>1</sub>	
2. Reinspection fees assessed under provisions of section 108.8		\$120.00/HR <sub>1</sub>	
3. Inspections for which no fee is specifically indicated (min, one-half hour)		\$120.00/HR <sub>1</sub>	
4. Additional plan review required by changes, additions or revisions to plans		\$120.00/HR <sub>1</sub>	
5. For use of outside consultants for plan checking and inspections, or both.		Actual cost <sub>2</sub>	
1Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved.			
2Actual costs include administrative and overhead costs			
Town of Twisp Building Department <b>PLAN CHECK AND BUILDING PERMIT FEE</b>			
Valuation	Plan Check	Building Permit	
2,001 - 3,000	39.33	87.40	
3,001 - 4,000	45.94	102.10	
4,001 - 5,000	52.56	116.80	
5,000 - 6,000	59.18	131.50	
6,001 - 7,000	65.79	146.20	
7,001 - 8,000	72.40	160.90	
8,001 - 9,000	79.02	175.60	
9,001 - 10,000	82.63	190.30	
10,000 - 11,000	92.25	205.00	
11,001 - 12,000	98.86	219.70	
12,001 - 13,000	105.48	234.40	
42,001 - 43,000	270.72		601.60
43,001 - 44,000	275.49		612.20
44,001 - 45,000	280.26		622.80
45,001 - 46,000	285.03		633.40
46,001 - 47,000	289.80		644.00
47,001 - 48,000	294.57		654.60
48,001 - 49,000	299.34		665.20
49,001 - 50,000	304.11		675.80
50,001 - 51,000	307.50		683.35
51,001 - 52,000	310.81		690.70
52,001 - 53,000	314.12		698.05

# Town of Twisp – Fee Schedule – 2024

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13,001 - 14,000	112.09	249.10	53,001 - 54,000	317.43	705.40
14,001 - 15,000	118.71	263.80	54,001 - 55,000	320.73	712.75
15,001 - 16,000	125.32	278.50	55,001 - 56,000	324.04	720.10
16,001 - 17,000	131.94	293.20	56,001 - 57,000	327.35	727.45
17,001 - 18,000	138.55	307.90	57,001 - 58,000	330.66	734.80
18,001 - 19,000	145.17	322.60	58,001 - 59,000	333.96	742.15
19,001 - 20,000	151.78	337.30	59,001 - 60,000	337.27	749.50
20,001 - 21,000	158.40	352.00	60,001 - 61,000	340.58	756.85
21,001 - 22,000	165.01	366.70	61,001 - 62,000	343.89	764.20
22,001 - 23,000	171.63	381.40	62,001 - 63,000	347.19	771.55
23,001 - 24,000	178.24	396.10	63,001 - 64,000	350.50	778.90
24,001 - 25,000	184.86	410.80	64,001 - 65,000	353.81	786.25
25,001 - 26,000	189.63	421.40	65,001 - 66,000	357.12	793.60
26,001 - 27,000	194.40	432.00	66,001 - 67,000	360.42	800.95
27,001 - 28,000	199.17	442.60	67,001 - 68,000	363.73	808.30
28,001 - 29,000	203.94	453.20	68,001 - 69,000	367.04	815.65
29,001 - 30,000	208.71	463.80	69,001 - 70,000	370.35	823.00
30,001 - 31,000	213.48	474.40	70,001 - 71,000	373.65	830.35
31,001 - 32,000	218.25	485.00	71,001 - 72,000	376.96	837.70
32,001 - 33,000	223.02	495.60	72,001 - 73,000	380.27	845.05
33,001 - 34,000	227.79	506.20	73,001 - 74,000	383.59	852.40
34,001 - 35,000	232.56	516.80	74,001 - 75,000	386.88	859.75
35,001 - 36,000	237.33	527.40	75,001 - 76,000	390.19	867.10
36,001 - 37,000	242.10	538.00	76,001 - 77,000	393.50	874.45
37,001 - 38,000	246.87	548.60	77,001 - 78,000	396.81	881.80
38,001 - 39,000	251.64	559.20	78,001 - 79,000	400.11	889.15
39,001 - 40,000	256.41	569.80	79,001 - 80,000	403.42	896.50
40,001 - 41,000	261.18	580.40	80,001 - 81,000	406.73	903.85
41,001 - 42,000	265.95	591.00	81,001 - 82,000	410.04	911.20

Valuation	Plan Check	Building Permit	Valuation	Plan Check	Building Permit
82,001 - 83,000	413.34	918.55	122,001 - 123,000	530.41	1,178.70
83,001 - 84,000	416.65	925.90	123,001 - 124,000	533.07	1,184.60
84,001 - 85,000	419.96	933.25	124,001 - 125,000	535.72	1,190.50
85,001 - 86,000	423.27	940.60	125,001 - 126,000	538.38	1,196.40
86,001 - 87,000	426.57	947.95	126,001 - 127,000	541.03	1,202.30
87,001 - 88,000	429.88	955.30	127,001 - 128,000	543.69	1,208.20
88,001 - 89,000	433.19	962.65	128,001 - 129,000	546.34	1,214.10
89,001 - 90,000	436.50	970.00	129,001 - 130,000	549.00	1,220.00
90,001 - 91,000	439.80	977.35	130,001 - 131,000	551.65	1,225.90
91,001 - 92,000	443.11	984.70	131,001 - 132,000	554.31	1,231.80
92,001 - 93,000	446.42	992.05	132,001 - 133,000	556.96	1,237.70
93,001 - 94,000	449.73	999.40	133,001 - 134,000	559.62	1,243.60

# Town of Twisp – Fee Schedule – 2024

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94,001 - 95,000	456.03	1,006.75	134,001 - 135,000	562.27	1,249.50
95,001 - 96,000	456.34	1,014.10	135,001 - 136,000	564.93	1,255.40
96,001 - 97,000	459.65	1,021.45	136,001 - 137,000	567.58	1,261.30
97,001 - 98,000	462.96	1,028.80	137,001 - 138,000	570.24	1,267.20
98,001 - 99,000	466.26	1,036.15	138,001 - 139,000	572.89	1,273.10
99,001 - 100,000	469.35	1,043.00	139,001 - 140,000	575.55	1,279.00
100,001 - 101,000	472.00	1,048.90	140,001 - 141,000	578.20	1,284.90
101,001 - 102,000	474.66	1,054.80	141,001 - 142,000	580.86	1,290.80
102,001 - 103,000	477.31	1,060.70	142,001 - 143,000	583.51	1,296.70
103,001 - 104,000	479.97	1,066.60	143,001 - 144,000	586.17	1,302.60
104,001 - 105,000	482.62	1,072.50	144,001 - 145,000	588.82	1,308.50
105,001 - 106,000	485.28	1,078.40	145,001 - 146,000	591.48	1,314.40
106,001 - 107,000	487.93	1,084.30	146,001 - 147,000	594.13	1,320.30
107,001 - 108,000	490.59	1,090.20	147,001 - 148,000	596.79	1,326.20
108,001 - 109,000	493.24	1,096.10	148,001 - 149,000	599.44	1,332.01
109,001 - 110,000	495.90	1,102.00	149,001 - 150,000	602.10	1,338.00
110,001 - 111,000	498.55	1,107.90	150,001 - 151,000	604.75	1,343.90
111,001 - 112,000	501.21	1,113.80	151,001 - 152,000	607.41	1,349.80
112,001 - 113,000	503.86	1,119.70	152,001 - 153,000	610.06	1,355.70
113,001 - 114,000	506.52	1,125.60	153,001 - 154,000	612.72	1,361.60
114,001 - 115,000	509.17	1,131.50	154,001 - 155,000	615.37	1,367.50
115,001 - 116,000	511.83	1,137.40	155,001 - 156,000	618.03	1,373.40
116,001 - 117,000	514.48	1,143.30	156,001 - 157,000	620.68	1,379.30
117,001 - 118,000	517.14	1,149.20	157,001 - 158,000	623.34	1,385.20
118,001 - 119,000	519.79	1,155.10	158,001 - 159,000	625.99	1,391.10
119,001 - 120,000	522.45	1,161.00	159,001 - 160,000	628.65	1,397.00
120,001 - 121,000	525.10	1,166.90	160,001 - 161,000	631.30	1,402.90
121,001 - 122,000	527.76	1,172.80	161,001 - 162,000	633.96	1,408.80

Valuation	Plan Check	Building Permit	Valuation	Plan Check	Building Permit
162,001 - 163,000	636.61	1,414.70	184,001 - 185,000	695.02	1,544.50
163,001 - 164,000	639.27	1,420.60	185,001 - 186,000	697.68	1,550.40
164,001 - 165,000	641.92	1,426.50	186,001 - 187,000	700.33	1,556.30
165,001 - 166,000	644.58	1,432.40	187,001 - 188,000	702.99	1,562.20
166,001 - 167,000	647.23	1,438.30	188,001 - 189,000	705.64	1,568.10
167,001 - 168,000	649.89	1,444.20	189,001 - 190,000	708.30	1,574.00
168,001 - 169,000	652.54	1,450.10	190,001 - 191,000	710.95	1,579.90
169,001 - 170,000	655.20	1,456.00	191,001 - 192,000	713.61	1,585.80
170,001 - 171,000	657.85	1,461.90	192,001 - 193,000	716.26	1,591.70
171,001 - 172,000	660.51	1,467.80	193,001 - 194,000	718.92	1,597.60

# Town of Twisp – Fee Schedule – 2024

~~11/28/23~~12/12/23 – Resolution #23-713

172,001 - 173,000	663.16	1,473.70	194,001 - 195,000	721.57	1,603.50
173,001 - 174,000	665.82	1,479.60	195,001 - 196,000	724.23	1,609.40
174,001 - 175,000	668.47	1,485.50	196,001 - 197,000	726.88	1,615.30
175,001 - 176,000	671.13	1,491.40	197,001 - 198,000	729.54	1,621.20
176,000 - 177,000	673.78	1,497.30	198,001 - 199,000	732.19	1,627.10
177,001 - 178,000	676.44	1,503.20	199,001 - 200,000	734.85	1,633.00
178,001 - 179,000	679.09	1,509.10	200,001 - 201,000	737.50	1,638.90
179,001 - 180,000	681.75	1,515.00	201,001 - 202,000	740.16	1,644.80
180,001 - 181,000	684.40	1,520.90	201,001 - 203,000	742.81	1,650.70
181,001 - 182,000	687.06	1,526.80	203,001 - 204,000	745.47	1,656.60
182,001 - 183,000	689.71	1,532.70	204,001 - 205,000	748.12	1,662.50
183,001 - 184,000	692.37	1,538.60	205,001 - 206,000	750.78	1,668.40
			ECT	ECT	ECT



## BUILDING VALUATION DATA

At the request of numerous building officials, *Building Standards™* offers the following building valuation data representing average costs for most buildings. Because residential buildings are the most common for many cities, two general classes are considered for these, one for "average" construction and the other for "good." Adjustments should be made for special architectural or structural features and the location of the project. Higher or lower unit costs may often result.

The unit costs are intended to comply with the definition of "valuation" in Section 223 of the 1997 *Uniform Building Code™* and thus include architectural, structural, electrical, plumbing and mechanical work, except as specifically listed below. The unit costs also include the contractor's profit, which should not be omitted.

The determination of plan check fees for projects reviewed by the International Conference of Building Officials will be based on valuation computed from these figures, which were established in April 2002.

Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average
<b>1. APARTMENT HOUSES:</b>		<b>7. DWELLINGS:</b>		<b>13. JAILS:</b>		<b>20. RESTAURANTS:</b>	
Type I or II F.R.*.....	\$88.70	Type V—Masonry.....	\$75.70	Type I or II F.R.*.....	\$159.10	Type III—1-Hour.....	\$97.40
(Good) \$109.20		(Good) \$96.90		Type III—1-Hour.....	145.50	Type III—N.....	94.10
Type V—Masonry		Type V—Wood Frame..	67.30	Type V—1-Hour.....	109.10	Type V—1-Hour.....	89.20
(or Type III).....	72.40	(Good) \$92.40				Type V—N.....	85.70
(Good) \$88.70		Basements.....		<b>14. LIBRARIES:</b>		<b>21. SCHOOLS:</b>	
Type V—Wood Frame..	63.80	Semi-Finished.....	20.10	Type I or II F.R.*.....	116.40	Type I or II F.R.*.....	111.20
(Good) \$82.00		(Good) \$23.20		Type II—1-Hour.....	85.20	Type II—1-Hour.....	75.90
Type I—Basement Garage	37.40	Unfinished.....	14.60	Type II—N.....	81.00	Type III—1-Hour.....	81.20
<b>2. AUDITORIUMS:</b>		(Good) \$17.70		Type III—1-Hour.....	90.00	Type III—N.....	78.10
Type I or II F.R.*.....	104.80	<b>8. FIRE STATIONS:</b>		Type III—N.....	85.50	Type V—1-Hour.....	76.10
Type II—1-Hour.....	75.90	Type I or II F.R.*.....	114.40	Type V—1-Hour.....	84.50	Type V—N.....	72.60
Type II—N.....	71.80	Type II—1-Hour.....	75.30			<b>22. SERVICE STATIONS:</b>	
Type III—1-Hour.....	79.80	Type II—N.....	71.00	<b>15. MEDICAL OFFICES:</b>		Type II—N.....	67.20
Type III—N.....	75.70	Type III—1-Hour.....	82.40	Type I or II F.R.*.....	119.50	Type III—1-Hour.....	70.10
Type V—1-Hour.....	76.30	Type III—N.....	78.90	Type II—1-Hour.....	92.20	Type V—1-Hour.....	59.70
Type V—N.....	71.20	Type V—1-Hour.....	77.30	Type II—N.....	87.60	Canopies.....	28.00
<b>3. BANKS:</b>		Type V—N.....	73.30	Type III—1-Hour.....	100.00	<b>23. STORES:</b>	
Type I or II F.R.*.....	148.10	<b>9. HOMES FOR THE ELDERLY:</b>		Type III—N.....	93.10	Type I or II F.R.*.....	82.40
Type II—1-Hour.....	109.10	Type I or II F.R.*.....	103.70	Type V—1-Hour.....	90.20	Type II—1-Hour.....	50.40
Type II—N.....	105.60	Type II—1-Hour.....	84.20			Type II—N.....	49.30
Type III—1-Hour.....	120.40	Type II—N.....	80.60	<b>16. OFFICES**:</b>		Type III—1-Hour.....	61.30
Type III—N.....	116.10	Type III—1-Hour.....	87.70	Type I or II F.R.*.....	106.80	Type III—N.....	57.50
Type V—1-Hour.....	109.10	Type III—N.....	84.10	Type II—1-Hour.....	71.50	Type V—1-Hour.....	51.60
Type V—N.....	104.50	Type V—1-Hour.....	84.70	Type III—1-Hour.....	68.10	Type V—N.....	47.70
<b>4. BOWLING ALLEYS:</b>		Type V—N.....	81.80	Type III—N.....	77.20	<b>24. THEATERS:</b>	
Type II—1-Hour.....	51.00	<b>10. HOSPITALS:</b>		Type V—1-Hour.....	73.80	Type I or II F.R.*.....	109.80
Type II—N.....	47.60	Type I or II F.R.*.....	163.20	Type V—N.....	72.30	Type III—1-Hour.....	80.00
Type III—1-Hour.....	55.50	Type III—1-Hour.....	135.10	<b>17. PRIVATE GARAGES:</b>		Type III—N.....	76.20
Type III—N.....	51.90	Type V—1-Hour.....	128.90	Wood Frame.....	24.30	Type V—1-Hour.....	75.30
Type V—1-Hour.....	37.40	<b>11. HOTELS AND MOTELS:</b>		Masonry.....	27.40	Type V—N.....	71.20
<b>5. CHURCHES:</b>		Type I or II F.R.*.....	101.00	Open Carports.....	16.60	<b>25. WAREHOUSES***:</b>	
Type I or II F.R.*.....	99.20	Type III—1-Hour.....	87.50	<b>18. PUBLIC BUILDINGS:</b>		Type I or II F.R.*.....	49.40
Type II—1-Hour.....	74.50	Type III—N.....	83.40	Type I or II F.R.*.....	123.40	Type II or V—1-Hour.....	29.30
Type II—N.....	70.80	Type V—1-Hour.....	76.20	Type II—1-Hour.....	100.00	Type II or V—N.....	27.50
Type III—1-Hour.....	81.00	Type V—N.....	74.70	Type II—N.....	95.60	Type III—1-Hour.....	33.20
Type III—N.....	77.40	<b>12. INDUSTRIAL PLANTS:</b>		Type III—1-Hour.....	103.80	Type III—N.....	31.60
Type V—1-Hour.....	75.70	Type I or II F.R.*.....	56.90	Type III—N.....	100.20	<b>EQUIPMENT</b>	
Type V—N.....	71.20	Type II—1-Hour.....	39.60	Type V—1-Hour.....	95.00	AIR CONDITIONING:	
<b>6. CONVALESCENT HOSPITALS:</b>		Type II—N.....	36.40	Type V—N.....	91.60	Commercial.....	4.20
Type I or II F.R.*.....	139.20	Type III—1-Hour.....	43.60	<b>19. PUBLIC GARAGES:</b>		Residential.....	3.50
Type II—1-Hour.....	96.60	Type III—N.....	41.10	Type I or II F.R.*.....	48.90	SPRINKLER SYSTEMS..	2.60
Type III—1-Hour.....	99.00	Tilt-up.....	30.00	Type I or II Open Parking*.....	36.70		
Type V—1-Hour.....	93.30	Type V—1-Hour.....	41.10	Type II—N.....	28.00		
		Type V—N.....	37.60	Type III—1-Hour.....	37.00		
				Type III—N.....	32.90		
				Type V—1-Hour.....	33.70		

\*Add 0.5 percent to total cost for each story over three. \*\*Deduct 20 percent for shell-only buildings. \*\*\*Deduct 11 percent for mini-warehouses.

### REGIONAL MODIFIERS

The following modifiers are recommended for use in conjunction with the building valuation data. Additionally, certain local conditions may require further modifications. To use these modifiers, merely multiply the listed cost per square foot by the appropriate regional modifier. For example, to adjust the cost of a type III One-hour hotel building of average construction for the Iowa area, select Regional Modifier 0.80 and unit cost from valuation data, \$87.50:

$$0.80 \times \$87.50 = \$70.00 (\text{adjusted cost per square foot})$$

Eastern U.S.	Modifier	Eastern U.S. (cont.)	Modifier	Central U.S. (cont.)	Modifier	Western U.S.	Modifier
Connecticut.....	1.00	Pennsylvania.....	1.00	Kansas.....	0.87	Alaska.....	1.20
Delaware.....	0.93	Philadelphia.....	1.05	Kentucky.....	0.83	Arizona.....	0.87
District of Columbia.....	0.90	Other.....	0.88	Louisiana.....	0.78	California.....	
Florida.....	0.80	Rhode Island.....	0.97	Michigan.....	0.91	Los Angeles.....	1.00
Georgia.....	0.77	South Carolina.....	0.77	Minnesota.....	0.91	San Francisco Bay Area.....	1.16
Maine.....	0.86	Vermont.....	0.88	Mississippi.....	0.74	Other.....	0.97
Maryland.....	0.86	Virginia.....	0.83	Missouri.....	0.87	Colorado.....	0.92
Massachusetts.....	0.97	West Virginia.....	0.91	Nebraska.....	0.83	Hawaii.....	1.24
New Hampshire.....	0.86			North Dakota.....	0.86	Idaho.....	0.87
New Jersey.....	1.03	<b>Central U.S.:</b>		Ohio.....	0.87	Montana.....	0.84
New York.....		Alabama.....	0.76	Oklahoma.....	0.78	Nevada.....	0.93
New York City.....	1.20	Arkansas.....	0.75	South Dakota.....	0.84	New Mexico.....	0.79
Other.....	0.90	Illinois.....	0.97	Tennessee.....	0.79	Oregon.....	0.94
North Carolina.....	0.78	Indiana.....	0.91	Texas.....	0.77	Utah.....	0.84
		Iowa.....	0.87	Wisconsin.....	0.92	Washington.....	0.97
						Wyoming.....	0.84

Table 1-1

03 UNIFORM PLUMBING CODE

TABLE 1-1  
Plumbing Permit Fees

**Permit Issuance**

1. For issuing each permit.....	\$20.00
2. For issuing each supplemental permit.....	\$10.00

**Unit Fee Schedule** (in addition to items 1 and 2 above)

1. For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection therefor) .....	\$7.00
2. For each building sewer and each trailer park sewer .....	\$15.00
3. Rainwater systems – per drain (inside building).....	\$7.00
4. For each cesspool (where permitted) .....	\$25.00
5. For each private sewage disposal system .....	\$40.00
6. For each water heater and/or vent .....	\$7.00
7. For each gas-piping system of one to five outlets .....	\$5.00
8. For each additional gas piping system outlet, per outlet .....	\$1.00
9. For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps.....	\$7.00
10. For each installation, alteration or repair of water piping and/or water treating equipment, each .....	\$7.00
11. For each repair or alteration of drainage or vent piping, each fixture .....	\$7.00
12. For each lawn sprinkler system on any one meter including backflow protection devices therefor ....	\$7.00
13. For atmospheric-type vacuum breakers not included in item 12:	
1 to 5.....	\$5.00
over 5, each.....	\$1.00
14. For each backflow protective device other than atmospheric type vacuum breakers:	
2 inch (51 mm) diameter and smaller .....	\$7.00
over 2 inch (51 mm) diameter.....	\$15.00
15. For each graywater system .....	\$40.00
16. For initial installation and testing for a reclaimed water system .....	\$30.00*
17. For each annual cross-connection testing of a reclaimed water system (excluding initial test) .....	\$30.00*
18. For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas .....	\$50.00
19. For each additional medical gas inlet(s)/outlet(s).....	\$5.00

**Other Inspections and Fees**

1. Inspections outside of normal business hours .....	\$30.00*
2. Reinspection fee.....	\$30.00
3. Inspections for which no fee is specifically indicated .....	\$30.00*
4. Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one-half hour) .....	\$30.00*

\*Per hour for each hour worked or the total hourly cost to the jurisdiction, whichever is greater. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of all the employees involved.

# Town of Twisp – Fee Schedule – 2024

11/28/23 12/12/23 – Resolution #23-713

TABLE 1-A

1997 UNIFORM MECHANICAL CODE

TABLE 1-A—MECHANICAL PERMIT FEES

<b>Permit Issuance and Heaters</b>	
1. For the issuance of each mechanical permit . . . . .	\$23.50
2. For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized . . . . .	7.25
<b>Unit Fee Schedule</b>	
<i>(Note: The following do not include permit-issuing fee.)</i>	
<b>1. Furnaces</b>	
For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3 kW) . . . . .	14.80
For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3 kW) . . . . .	18.20
For the installation or relocation of each floor furnace, including vent . . . . .	14.80
For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater . . . . .	14.80
<b>2. Appliance Vents</b>	
For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit . . . . .	7.25
<b>3. Repairs or Additions</b>	
For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code . . . . .	13.70
<b>4. Boilers, Compressors and Absorption Systems</b>	
For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW) . . . . .	14.70
For the installation or relocation of each boiler or compressor over three horsepower (10.6 kW) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW) . . . . .	27.15
For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW) . . . . .	37.25
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW) . . . . .	55.45
For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 1,750,000 Btu/h (512.9 kW) . . . . .	92.65
<b>5. Air Handlers</b>	
For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto . . . . .	10.65
<i>Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.</i>	
For each air-handling unit over 10,000 cfm (4719 L/s) . . . . .	18.10
<b>6. Evaporative Coolers</b>	
For each evaporative cooler other than portable type . . . . .	10.65
<b>7. Ventilation and Exhaust</b>	
For each ventilation fan connected to a single duct . . . . .	7.25
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit . . . . .	10.65
For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood . . . . .	10.65
<b>8. Incinerators</b>	
For the installation or relocation of each domestic-type incinerator . . . . .	18.20
For the installation or relocation of each commercial or industrial-type incinerator . . . . .	14.50
<b>9. Miscellaneous</b>	
For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table . . . . .	10.65
<b>Other Inspections and Fees:</b>	
1. Inspections outside of normal business hours, per hour (minimum charge—two hours) . . . . .	\$49.50*
2. Reinspection fees assessed under provisions of Section 116.6, per inspection . . . . .	\$49.50*
3. Inspections for which no fee is specifically indicated, per hour (minimum charge—one-half hour) . . . . .	\$49.50*
4. Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (minimum charge—one-half hour) . . . . .	\$49.50*
*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	

**RESOLUTION #23-714**

**A RESOLUTION of the Town of Twisp, Washington, superseding all previous Salary and Medical Benefits Schedule resolutions and revising the salary and medical benefits schedule for the Town of Twisp.**

**WHEREAS**, the Town of Twisp has a Salary and Medical Benefits Schedule that needs to be set for each personnel position of the Town; and

**WHEREAS**, the Town needs to review the salary and medical benefits schedule from time to time and make adjustments to the schedule;

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

The Salary schedule is attached as the Town of Twisp Salary and Medical Benefits Schedule and is herein approved for 2024 and subsequent years unless changed by an action of the Council.

**PASSED BY THE TOWN COUNCIL** this 12<sup>th</sup> day of December, 2023.

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
Randy Kilmer, Clerk-Treasurer

## TOWN OF TWISP SALARY SCHEDULE - 2024

[illegible]

**ORDINANCE #812**

**AN ORDINANCE OF THE TOWN OF TWISP, WASHINGTON, AMENDING  
ORDINANCE #779, AN ORDINANCE FIXING AND ESTABLISHING THE  
MUNICIPAL JUDGE’S SALARY**

---

**WHEREAS**, the Town Council of the Town of Twisp has previously agreed to increase the Municipal Judge’s salary effective January 1, 2024; and

**WHEREAS**, the Town Council desires to amend Ordinance #799 to reflect this change.

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

**2.80.040 Judge – Salary**

The salary of said municipal judge shall be fixed by ordinance and the salary of said office is hereby fixed and established in the sum of \$550.00 per month.

**BE AND IS HEREBY AMENDED to read:**

The salary of said municipal judge shall be fixed by ordinance and the salary of said office is hereby fixed and established in the sum of \$625.00 per month.

**Section 2 – Effective Date.** This Ordinance shall become effective from and after its passage by the Council, approval by the Mayor, and publication as required by law.

**PASSED BY THE TOWN COUNCIL OF THE TOWN OF TWISP, AT A COUNCIL MEETING**, on the 12<sup>th</sup> day of December, 2023.

**APPROVED:**

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Soo Ing-Moody, Mayor

**ATTEST:**

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Randy Kilmer, Clerk/Treasurer

## ORDINANCE #813

### AN ORDINANCE AMENDING THE 2023 BUDGET OF THE TOWN OF TWISP AS ADOPTED BY ORDINANCE NO. 794

**WHEREAS**, the Town of Twisp adopted the 2023 budget in final form by Ordinance No. 794 on the 13<sup>th</sup> day of December, 2022; and

**WHEREAS**, subsequent thereto it has become necessary for the Town to amend said ordinance because of revenues and expenditures of same, which could not reasonably have been foreseen at the time of adopting said budget; and

**WHEREAS**, said expenditures are not one of the emergencies specifically enumerated in RCW 35.33.081; and

**WHEREAS**, the Town is desirous of amending its budget pursuant to RCW 35.33.121(4); and

**WHEREAS**, the Town introduced said budget amendment on the 12<sup>th</sup> day of December, 2023, pursuant to RCW 35.33.121(4);

**NOW THEREFORE, be it ordained by the Town Council of the Town of Twisp, Washington:**

**Section 1.** The Town's 2023 budget is adopted at the fund level and amended to modify appropriations for financing sources and expenditures with changes to funds as attached.

**Section 2.** The budget for the year 2023 is amended to provide for the changes outlined above, and a complete copy of the amended budget of the town is filed in the office of the Town Clerk.

**Section 3.** The Town Clerk is hereby directed to transmit this supplemental budget to the State Auditor's Office and to the Association of Washington Cities.

**Section 4.** This ordinance shall become effective after its passage by the Council, approval, and publication as required by law.

**PASSED BY THE TOWN COUNCIL OF THE TOWN OF TWISP** at a regular meeting thereof on this 12<sup>th</sup> day of December 2023

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Randy Kilmer, Clerk/Treasurer

<b>Ord# 813 - 2023 Budget Amendment</b>			
<b>Fund Name</b>	<b>Current Budget</b>	<b>Increase (Decrease)</b>	<b>Revised Budget By Fund</b>
001 General Fund	1,530,910	398,085	1,928,995
002 TIB - Cascade Drive	-	13,832	13,832
003 TIB - 2023 Crack Seal	-	32,681	32,681
004 TIB - Overlay - 4th, 5th, Lincoln	-	-	-
006 Complete Streets	45,000	-	45,000
008 Canyon Street Bus Stop	-	(6,607)	(6,607)
009 Sports Complex	-	22,749	22,749
010 WSDOT Aviation - South Taxiway	-	-	-
011 WSDOT - North End SR 20 Ped/Bi	-	32,568	32,568
101 Street Fund	77,235	98,386	175,621
102 Transportation Benefit District	88,698	9,712	98,410
103 Tourism 2%	120,033	7,531	127,564
224 Debt Service - General Fund	8,196	-	8,196
309 Civic Building/EOC	-	2,497	2,497
310 REET Fund	134,399	(8,451)	125,948
400 Debt Service-Water/Sewer Fund	253,098	(253,098)	-
401 Water Fund	846,639	64,174	910,813
402 USDA Reserve Fund	139,665	(139,665)	-
403 USDA Waterline Improvements -	-	(130,927)	(130,927)
404 Sewer Fund	686,178	20,882	707,060
406 CWSRF - WWTP Facility Plan	-	(205,264)	(205,264)
407 Collection System Improvements	-	(229,037)	(229,037)
411 Water Fund Reserve	154,351	104,587	258,939
412 Sewer Fund Reserve	278,138	28,415	306,553
630 Wagner Pool-Private Purpose Tru	33,583	-	33,583
	<b><u>4,396,122.14</u></b>	<b><u>(136,948.06)</u></b>	<b><u>4,259,174.08</u></b>





# ***Town of Twisp 2024 Budget***

***DECEMBER 12th, 2023***

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# Section 1

## Introduction

## **ORDINANCE #814**

### **AN ORDINANCE ADOPTING THE BUDGET OF THE TOWN OF TWISP, WASHINGTON FOR FISCAL YEAR ENDING DECEMBER 31, 2024**

**WHEREAS**, the Town of Twisp, Washington completed and placed on file with the Town Clerk a proposed budget and estimate of the amount of moneys required to meet the public expenses, bond retirement and interest, reserve funds, and expenses of government of the Town for the fiscal year ending December 31, 2024; and

**WHEREAS**, a notice was published that the Town Council would meet on November 28<sup>th</sup>, 2023, at 5:30 p.m. for the purpose of making and adopting a budget for said fiscal year and giving taxpayers within the limits of the Town an opportunity to be heard in a public hearing upon said budget; and

**WHEREAS**, the Town of Twisp did hold a public hearing at that time and place and did then consider the matter of the proposed budget for fiscal year 2024; and

**WHEREAS**, the proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the Town for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of the Town for the fiscal year 2024 and being sufficient to meet the various needs of the Town during that period.

**NOW THEREFORE**, be it ordained by the Town Council of the Town of Twisp, as follows:

**SECTION 1.** The budget for the Town of Twisp, Washington for the year 2024 is hereby adopted at the fund level in its final form and content as set forth in the comprehensive budget document, Town of Twisp 2024 Budget, copies of which are on file in the Office of the Town Clerk.

**SECTION 2.** Estimated resources for each separate fund of the Town of Twisp, and aggregate expenditures for all such funds for the year 2024 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2024 as set forth in the Town of Twisp 2024 Budget.

### **2024 Town of Twisp Final Budget**

001 General Fund	1,495,369
00X Investment Fund	200,000
101 Street Fund	99,300
102 Transportation Benefit District	179,688
103 Tourism 2%	122,473
310 REET Fund	150,948
400 Debt Service	279,952
401 Water Fund	844,159
404 Sewer Fund	794,580
411 Water Fund Reserve	218,132
412 Sewer Fund Reserve	298,107
630 Wagner Pool-	30,000
Total	4,712,709

**SECTION 3.** The Town Clerk is directed to transmit a certified copy of the budget hereby adopted to the State Auditor's Office and to the Association of Washington Cities.

**SECTION 4.** This ordinance shall be in full force and take effect after its passage by Council, approval by the Mayor, and publication as required by law.

**PASSED BY THE TOWN COUNCIL OF THE TOWN OF TWISP, AT A REGULAR MEETING THEREOF, on the 12<sup>th</sup> day of December 2023.**

**APPROVED:**

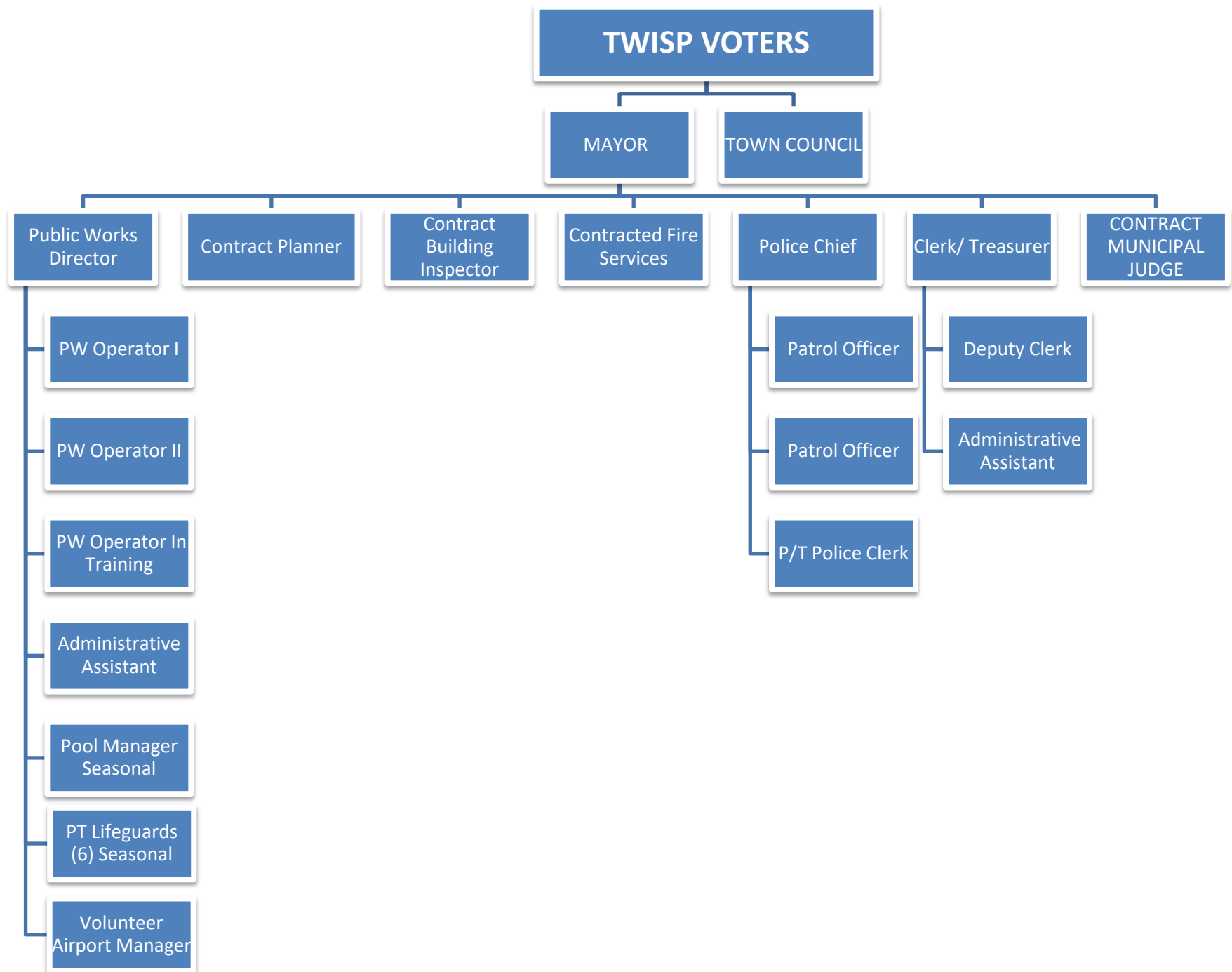
\_\_\_\_\_  
Soo Ing-Moody, Mayor

**ATTEST:**

\_\_\_\_\_  
Randy Kilmer, Clerk/Treasurer

**TOWN OF TWISP  
TOWN COUNCIL POSITIONS  
Effective – January 1, 2022**

<b>Council Members</b>	<b>Position #</b>	<b>Address</b>	<b>Term</b>	<b>Term End Date</b>
Katrina Auburn	1	1133 Burton Street	4 years	12/31/25
Aaron Studen	2	505 W. Twisp Avenue	4 years	12/31/24
Elliot Thrasher	3	612 Bigelow Street	4 years	12/31/27
Will Menzies	4	907 Burton Street	4 years	12/31/27
Tim Matsui	5	PO Box 611, Twisp	4 years	12/31/27
Hans Smith	Mayor	413 Bigelow Street	4 years	12/31/27

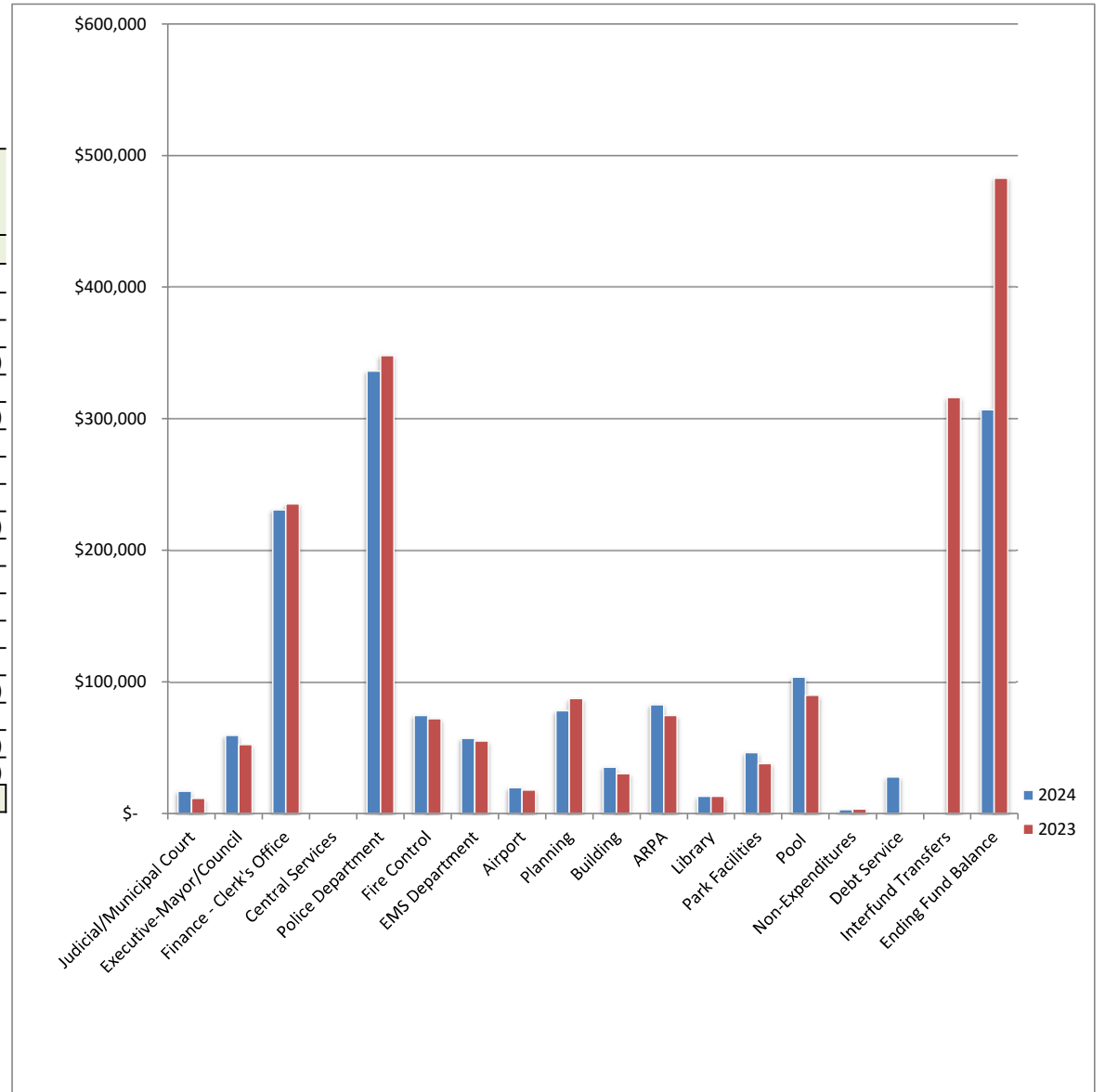


Section 2  
General Fund  
By  
Department,  
Streets,  
Water, and Sewer  
Funds



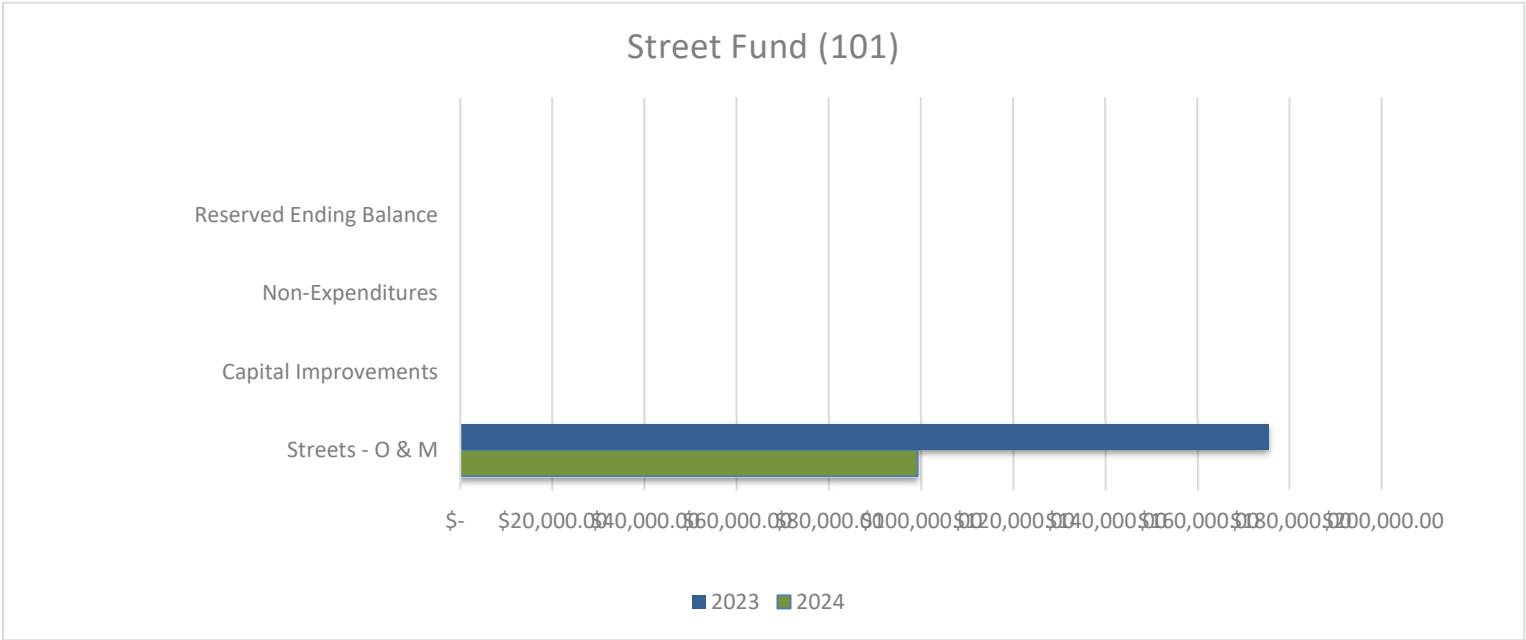
**Town of Twisp - 2024 Final Budget/Comparison of  
Budget Expenditures 2023-2024**

	2024 Budgeted Expenditures	2023 Budgeted Expenditures	Difference
<b>GENERAL FUND</b>			
Judicial/Municipal Court	\$ 16,913	\$ 11,450	\$ 5,463
Executive-Mayor/Council	\$ 59,303	\$ 52,311	\$ 6,992
Finance - Clerk's Office	\$ 230,784	\$ 235,152	\$ (4,369)
Central Services	\$ -	\$ -	\$ -
Police Department	\$ 336,090	\$ 347,923	\$ (11,833)
Fire Control	\$ 74,541	\$ 71,902	\$ 2,639
EMS Department	\$ 57,021	\$ 54,990	\$ 2,031
Airport	\$ 19,671	\$ 17,688	\$ 1,984
Planning	\$ 78,100	\$ 87,290	\$ (9,190)
Building	\$ 35,280	\$ 30,191	\$ 5,089
ARPA	\$ 82,595	\$ 74,618	\$ 7,977
Library	\$ 13,000	\$ 13,000	\$ -
Park Facilities	\$ 46,243	\$ 38,058	\$ 8,186
Pool	\$ 103,593	\$ 89,854	\$ 13,739
Non-Expenditures	\$ 2,750	\$ 3,270	\$ (520)
Debt Service	\$ 27,720	\$ -	\$ 27,720
Interfund Transfers	\$ -	\$ 316,196	\$ (316,196)
Ending Fund Balance	\$ 306,764	\$ 482,728	\$ (175,964)
<b>TOTAL CURRENT EXPENSE</b>	<b>\$ 1,490,369</b>	<b>\$ 1,926,621</b>	<b>\$ 436,252</b>



Town of Twisp - 2024 Final Budget/Comparison of Budget Expenditures 2024 - 2023

<u>RESERVES/GRANTS:</u> Street Fund Reserves end in 2023 are resored to zero from a negative balance through a GF transfer.	FUND	2024 Budgeted Expenditures	2023 Budgeted Expenditures	Difference	<u>DEBT:</u> There is no Street Fund Debt in 2024
	STREETS				
	Streets - O & M	\$ 99,300.00	\$ 175,621.05	\$ (76,321.05)	
	Capital Improvements		\$ -	\$ -	
	Non-Expenditures		\$ -	\$ -	
	Reserved Ending Balance		\$ -	\$ -	
	Totals	\$ 99,300.00	\$ 175,621.05	\$ 76,321.05	



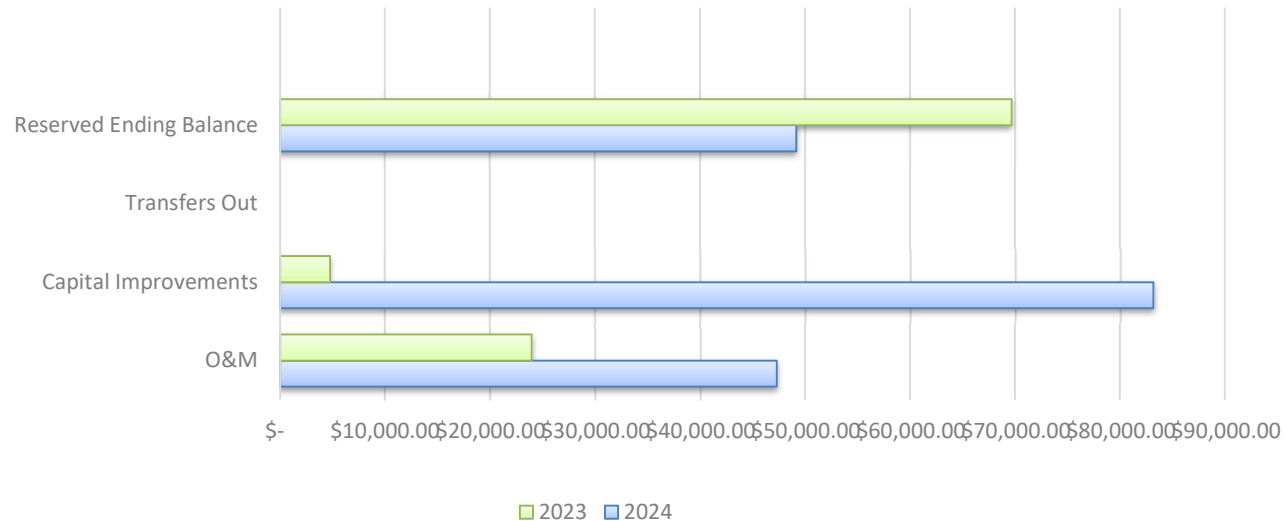
**Town of Twisp - 2022 Final Budget/Comparison of  
Budget Expenditures 2021 - 2022**

RESERVES/  
GRANTS:  
Reserves are anticipated to decrease in 2024 due to capital improvmenets.

FUND	2024 Budgeted Expenditures	2023 Budgeted Expenditures	Difference
TBD			
O&M	\$ 47,300.00	\$ 23,969.31	\$ 23,330.69
Capital Improvements	\$ 83,200.00	\$ 4,752.63	\$ 78,447.37
Transfers Out			\$ -
Reserved Ending Balance	\$ 49,187.84	\$ 69,687.84	\$ (20,500.00)
Totals	\$ 179,687.84	\$ 98,409.78	\$ (81,278.06)

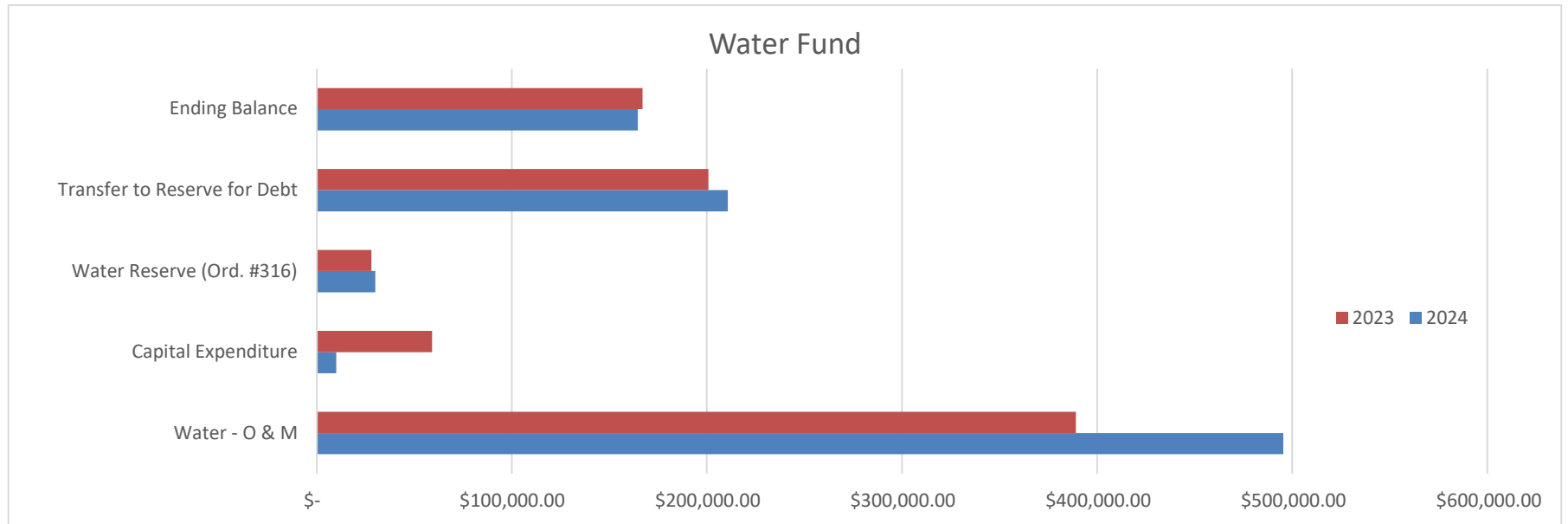
DEBT:  
There is no TBD Fund Debt.

Transportation Benefit District (102)



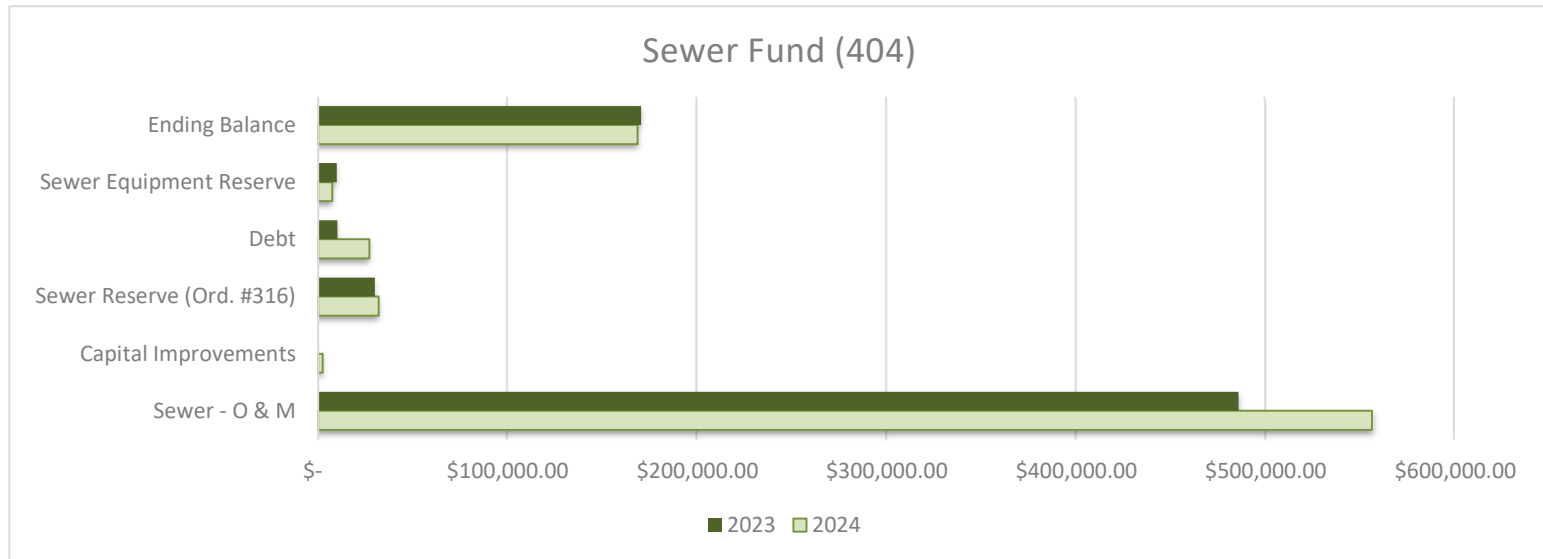
Town of Twisp - 2024 Final Budget/Comparison of  
Budget Expenditures 2023 - 2024

<b>DEBT:</b> Booster Station SR20 Waterlines LTGO Bond Water System Improvements USDA Waterline Improvements DOE Water Rights Civic Building	FUND	2024 Budgeted Expenditures	2023 Budgeted Expenditures	Difference	<b>RESERVES:</b> *Ordinance #316 Reserve (5.33% of Water Sales) *Equipment Reserve *Booster Station Reserve (Required USDA Reserve) *Well Drilling
	WATER				
	Water - O & M	\$ 495,507.32	\$ 389,081.33	\$ 106,425.99	
	Capital Expenditure	\$ 10,000.00	\$ 59,176.47	\$ (49,176.47)	
	Water Reserve (Ord. #316)	\$ 30,000.00	\$ 28,000.00	\$ 2,000.00	
	Transfer to Reserve for Debt	\$ 210,699.00	\$ 200,865.00	\$ 9,834.00	
	Ending Balance	\$ 164,607.04	\$ 167,036.29	\$ (2,429.25)	
	Totals	\$ 910,813.36	\$ 844,159.09	\$ 66,654.27	



**Town of Twisp - 2024 Final Budget/Comparison of  
Budget Expenditures 2023 - 2024**

<b>DEBT:</b> *GSP *Wastewater Facility Plan *Sewer Plant Upgrades *Civic Building	FUND	2024 Budgeted Expenditures	2023 Budgeted Expenditures	Difference	<b>RESERVES:</b> *Ordinance #316 Reserve (5.33% of Sewer Sales) *Equipment Reserve
	<b>SEWER</b>				
	Sewer - O & M	\$ 556,682.97	\$ 486,220.24	\$ (70,462.73)	
	Capital Improvements	\$ 2,500.00		\$ (2,500.00)	
	Sewer Reserve (Ord. #316)	\$ 32,000.00	\$ 30,000.00	\$ (2,000.00)	
	Debt	\$ 27,159.41	\$ 10,221.84	\$ (16,937.57)	
	Sewer Equipment Reserve	\$ 7,500.00	\$ 10,000.00	\$ 2,500.00	
	Ending Balance	\$ 168,738.02	\$ 170,618.26	\$ 1,880.24	
	<b>Totals</b>	<b>\$ 794,580.40</b>	<b>\$ 707,060.34</b>	<b>\$ (87,520.06)</b>	



# Section 3

## Employee Salary Schedule & Benefits

**RESOLUTION #23-714**

**A RESOLUTION of the Town of Twisp, Washington, superseding all previous Salary and Medical Benefits Schedule resolutions and revising the salary and medical benefits schedule for the Town of Twisp.**

**WHEREAS**, the Town of Twisp has a Salary and Medical Benefits Schedule that needs to be set for each personnel position of the Town; and

**WHEREAS**, the Town needs to review the salary and medical benefits schedule from time to time and make adjustments to the schedule;

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

The Salary schedule is attached as the Town of Twisp Salary and Medical Benefits Schedule and is herein approved for 2024 and subsequent years unless changed by an action of the Council.

**PASSED BY THE TOWN COUNCIL** this 12<sup>th</sup> day of December, 2023.

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
Randy Kilmer, Clerk-Treasurer

## TOWN OF TWISP SALARY SCHEDULE - 2024

[illegible]



# Section 4 Capital Facilities Plan

**RESOLUTION #23-705**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TWISP,  
APPROVING THE SIX YEAR CAPITAL FACILITIES PLAN FOR  
2024 THROUGH 2029**

**WHEREAS**, a Capital Facilities Plan is essential in planning for capital expenditures and for the construction of public facilities; and

**WHEREAS**, a Capital Facilities Plan aids the Town in developing the needed financing for capital expenditures and the construction of public facilities in the application for grants and loans from state and federal programs; and

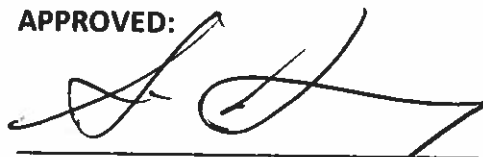
**WHEREAS**, the Town Council of the Town of Twisp, Washington, being the legislative body of said Town, did hold a public hearing on the review of the 2024 through 2029 Capital Facilities Plan on May 9<sup>th</sup>, 2023; and

**WHEREAS**, all comments regarding the 2024 through 2029 Capital Facilities Plan as prepared by the Town of Twisp, Washington, for capital expenditures and construction of public facilities within its jurisdictional boundaries were considered.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Twisp, Washington, that the revised and extended Six Year Capital Facilities Plan for the ensuing six calendar years, 2024 through 2029, is hereby adopted.

**Passed by the Town Council of the Town of Twisp, Washington, this 9<sup>th</sup> day of May, 2023.**

**APPROVED:**

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

**ATTEST:**



\_\_\_\_\_  
Clerk/Treasurer Randy Kilmer

Project	Estimated Cost	2024	2025	2026	2027	2028	2029-2039	Proposed Funding Source	Priority Ranking
Crack seal, and restripe runway and north taxiway	\$40,000	X						WSDOT/ LOCAL	1
Runway Rehabilitation – Design	\$80,000			X				WSDOT/ LOCAL	2
Runway Rehabilitation – Phase I Construction	\$600,000				X			WSDOT/ LOCAL	3
Runway Rehabilitation – Phase II Construction	\$600,000					X		WSDOT/ LOCAL	4
Construct helicopter pad	\$60,000					X		WSDOT/ LOCAL	5
Fencing around entire airport property	\$120,000						X	WSDOT/ LOCAL	6
Design Welcome center, vehicle access & parking, landscaping	\$45,000						X	WSDOT/ LOCAL/CARB	7
Construct Welcome center, vehicle access, parking, landscape, and restrooms	\$550,000						X	WSDOT/ LOCAL/CARB	8
Pave transient pad	\$120,000						X	LOCAL/CARB	9
North taxiway - Design	\$70,000						X	WSDOT/ LOCAL	10
North taxiway - Construction	\$600,000						X	WSDOT/ LOCAL	11
Update ALP, planning	\$80,000						X	WSDOT/ LOCAL	12

Project	Estimated Cost	2024	2025	2026	2027	2028	2029-2039	Proposed Funding Source	Priority Ranking
SR20 west sidewalk bank stabilization from bus garage to Carlton Rd	\$15,000	X						TBD	1
3 <sup>Rd</sup> Ave Corridor	\$350,000		X					Complete Streets/CDBG	2
Downtown gateway arches	\$275,000		X					Complete Streets/CDBG	3
Way finding signage	\$120,000			X				Complete Streets	4
Install 4 eV charge stations downtown.	\$100,000			X				Complete Streets/CDBG	5
Twisp Ave Corridor	\$175,000			X				Complete Streets/CDBG	6
SR20 Landscaping	\$290,000				X			Complete Streets	7

Project	Estimated Cost	2024	2025	2026	2027	2028	2029-2039	Proposed Funding Source	Priority Ranking
Rescue hook and pole	\$650	X						FOP	1
Planning and Design of new aquatics center	\$180,000		X					RCO	2
Replace Front Entry Doors	\$2,000		X					Local	3
Security Cameras at Pool Entrances	1000		X					FOP	4
Cracks on Pool Deck	\$750		X					Local	5
Construction of new aquatics center	\$7,500,000				X			RCO/Local	6

Project	Estimated Cost	2024	2025	2026	2027	2028	2029-2039	Proposed Funding Source	Priority Ranking
WWTF improvements	\$12,000,000	X	X					DOE	1
Install generator at Lift Station 3	\$50,000	X						ARPA/Local	2
WWTP effluent outfall replacement	\$550,000				X			DOE/PWB	3
Sewer main extension to Airport rd and Cascade Loop rd	\$2,500,000						X	CWSRF/DOE/RCO	4
Sewer main extension to Anderson rd	\$850,000						X	Local/CWSRF	5

Project	Estimated Cost	2024	2025	2026	2027	2028	2029-2039	Proposed Funding Source	Priority Ranking
*SR20 Curb/sidewalk/bike path-Twisp R bridge to N C/L. 2025' (.39mi).	\$1,900,000	X						WSDOT PBP/TIB	1
4 <sup>th</sup> St. from Lincoln to E end- 106' (.02mi). 2 coat chip seal. PCR- not rated/gravel	\$2650	X						TBD	2
Alder St. from 5 <sup>th</sup> to N end- 422' (.08mi). Grind/2 coat chip seal.	\$10,600	X						TBD	2
Alder St. from 5 <sup>th</sup> to SR20- 844' (.16mi). Grind/chip seal. PCR-60	\$21,100	X						TBD	2
Bridge St. from 5 <sup>th</sup> to N end- 528' (.10mi). Grind/2 coat chip seal. PCR-52	\$13,200	X						TBD	2
Bridge St. from 5 <sup>th</sup> to S end- 686' (.13mi). Grind/2 coat chip seal. PCR-52	\$17,150	X						TBD	2
Methow St. from 5 <sup>th</sup> to N end- 158' (.03mi). Grind/2 coat chip seal. PCR-34	\$3,950	X						TBD	2

Project	Estimated Cost	2024	2025	2026	2027	2028	2029-2039	Proposed Funding Source	Priority Ranking
Webb Ln. from 5th to SR20- 845' (.16mi). Grind/2 coat chip seal. PCR-53	\$21,125	X						TBD	2
Twisp Ave. from SR20 to Glover- 200' (.05mi). Overlay. PCR-59	\$173,187		X					TIB/TBD	4
Move SR20 crossing at Twisp Ave from south of intersection to north	\$7,500		X					TIB/TBD	4
Glover Street from SR20 to Twisp Ave-1420'. Overlay.	\$1,159,024		X					TIB/TBD	3
Glover Street Sidewalk replacement from post office to Twisp Ave both sides of street and ADA curb ramps where needed.	\$370,243		X					TIB/TBD/ Complete Streets	3
Pave Twisp Ave parking lot	\$34,000		X					TBD	3
SR20/Glover St intersection improvement engineering and design	\$ 525,000			X				WSDOT/RTPO	4
Methow St. from 6 <sup>th</sup> to N end- 211' (.04mi). 2 coat chip seal. PCR- not rated/gravel	\$5,300			X				TBD	5



Project	Estimated Cost	2024	2025	2026	2027	2028	2029-2039	Proposed Funding Source	Priority Ranking
6 <sup>th</sup> Ave from Methow to Canyon-264' (.05mi). 2 coat chip seal. PCR-not rated/gravel	\$8,800			X				TBD	5
Alley from SR20 to Johnson-313' (.06mi). 2 coat chip seal. PCR- not rated/gravel.	\$10,500			X				TBD	5
Ewell St. from Riverside to WWTP-475' (.09mi). 2 coat chip seal. PCR-unrated/gravel	\$14,000			X				TBD	5
Evergreen Loop from Riverside-800' 2 coat chip seal. PCR-unrated/gravel	\$26,000			X				TBD	5
SR20/Glover St intersection improvement construction and property acquisition	\$4,500,000				X			WSDOT/RTPO	6
Twisp Airport access rd. from Airport RD to Airport- 1214' (.23mi). Grind/2 coat chip seal. PCR-50	\$31,000				X			TBD	7
Twisp Carlton rd. from SR20 to S City limit-845' (.16mi). 2 coat chip seal. PCR-not rated	\$28,000				X			TIB/TBD	8
SR20 Curbing/sidewalk- Canyon to Glover and Glover to 5th. 850' (.16mi).	\$600,000					X		WSDOT PBP	9

Project	Estimated Cost	2024	2025	2026	2027	2028	2029-2039	Proposed Funding Source	Priority Ranking
Anderson Rd. from Peters to end-975' (.18mi). 2 coat chip seal. Not rated	\$32,000					X		TBD	10
Peters Rd. from Bugar to Anderson-230' (.04mi). 2 coat chip seal. Not rated	\$7,600					X		TBD	10

Project	Estimated Cost	2024	2025	2026	2027	2028	2029-2039	Proposed Funding Source	Priority Ranking
Install generator and VFD to Well 4	\$ 52,000	X						Local	1
Water main and service replacement on Glover Street and Twisp Ave	\$1,167,600		X					USDA/PWB	2
Water system plan update	\$120,000	X						Local	3
Decommission Well #1	\$20,000			X				Local	5
Water main extension from SR20 to Cascade Loop	\$350,000				X			USDA	6
Replace water main 5 <sup>th</sup> Ave	\$300,000				X			USDA	7
Repair Support and Paint River Crossing Water Main	\$160,000					X		Local	8
Water main extension from Cascade Loop to Airport	\$1,300,000					X		USDA/RCO CDBG	9
8" Loop – Riverside Avenue	\$480,000						X	USDA	10
8" Loop West 2 <sup>nd</sup> Ave & Borchard Lane	\$680,000						X	USDA	11
8" Loop – Twisp/Carlton Rd.	\$170,000						X	USDA	12
Lookout Point Booster Station Upsize	\$40,000						X	Capital Reserve	13
Lookout Point Pressure Zone Water Main	\$550,000						X	USDA	14

**LOAN  
RESOLUTION**  
(Public Bodies)

A RESOLUTION OF THE \_\_\_\_\_

OF THE \_\_\_\_\_  
AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A  
PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the \_\_\_\_\_

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

pursuant to the provisions of \_\_\_\_\_; and

**WHEREAS**, the Association intends to obtain assistance from the United States Department of Agriculture,  
(herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921  
et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event  
that no other acceptable purchaser for such bonds is found by the Association:**NOW THEREFORE**, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ \_\_\_\_\_

under the terms offered by the Government; that the \_\_\_\_\_

and \_\_\_\_\_ of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

IN WITNESS WHEREOF, the **Town Council** \_\_\_\_\_ of the

\_\_\_\_\_ has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this \_\_\_\_\_, \_\_\_\_\_ day of \_\_\_\_\_

(SEAL)

By **Soo Ing-Moody** \_\_\_\_\_

Attest:

Title **Mayor** \_\_\_\_\_

Title **Randy Kilmer, Clerk-Treasurer** \_\_\_\_\_

**CERTIFICATION TO BE EXECUTED AT LOAN CLOSING**

I, the undersigned, as **Clerk-Treasurer** of the \_\_\_\_\_  
hereby certify that the **Town Council** of such Association is composed of  
**five** members, of whom , \_\_\_\_\_ constituting a quorum, were present at a meeting thereof duly called and  
held on the **12th** day of **December, 2023** ; and that the foregoing resolution was adopted at such meeting  
by the vote shown above, I further certify that as of **January 25, 2024** ,  
the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been  
rescinded or amended in any way.

Dated, this **25th** day of **January, 2024**

\_\_\_\_\_  
Title **Randy Kilmer, Clerk-Treasurer**



# Washington State Transportation Improvement Board

## TIB Members

Chair  
Mayor Glenn Johnson  
City of Pullman

Vice Chair  
Councilmember Sam Low  
Snohomish County

Amy Asher  
Mason Transit Authority

Aaron Butters, PE  
HW Lochner Inc.

Susan Carter  
Hopelink

Kent Cash, PE  
Port of Vancouver

Barbara Chamberlain  
WSDOT

Elizabeth Chamberlain  
City of Walla Walla

Dongho Chang, PE  
WSDOT

Scott Chesney  
Spokane County

Vicky Clarke  
Cascade Bicycle Club/Washington Bikes

Mike Dahlem, PE  
City of Sumner

Commissioner Al French  
Spokane County

Councilmember Hilda González  
City of Granger

Commissioner Scott Hutsell  
Lincoln County

Les Reardanz  
Whatcom Transportation Authority

Peter Rogalsky, PE  
City of Richland

Mayor Kim Roscoe  
City of Fife

Maria Thomas  
Office of Financial Management

Jennifer Walker  
Thurston County

Jane Wall  
County Road Administration Board

Ashley Probart  
Executive Director

P.O. Box 40901  
Olympia, WA 98504-0901  
Phone: 360-586-1140  
Fax: 360-586-1165  
[www.tib.wa.gov](http://www.tib.wa.gov)

December 1, 2023

The Honorable Soo Ing-Moody  
Mayor

Town of Twisp  
Post Office Box 278  
Twisp, WA 98856-0278

Dear Mayor Ing-Moody:

Congratulations! We are pleased to announce the selection of your project, North End SR 20 PedestrianBike Path, Twisp River Br to Days Ln, TIB project number P-E-886(P02)-1.

TIB is awarding 36.7199% of approved eligible project costs with a maximum grant of \$611,372.

Before any work is permitted on this project, you must complete and email the following items to your TIB engineer:

- Verify the information on the attached Project Funding Status Form and, revise if necessary. Sign and email a copy.
- Submit the section of your adopted Six Year Transportation Improvement Plan listing this project;
- Sign and email one copy of the Fuel Tax Grant Distribution Agreement.

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by December 2, 2024 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Andrew Beagle, TIB Project Engineer, at [AndrewB@TIB.wa.gov](mailto:AndrewB@TIB.wa.gov).

Sincerely,

Ashley Probart  
Executive Director

Enclosures



Town of Twisp  
P-E-886(P02)-1  
North End SR 20 PedestrianBike Path  
Twisp River Br to Days Ln

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
Town of Twisp  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the North End SR 20 PedestrianBike Path, Twisp River Br to Days Ln (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and Town of Twisp, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 36.7199 percent of approved eligible project costs up to the amount of \$611,372, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as





often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

## 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

## 6.0 AMENDMENTS

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

## 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

## 8.0 GOVERNANCE & VENUE

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

## 9.0 DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

## 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



## 15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

## 16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement 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 Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

Approved as to Form  
Attorney General

By:

Signature on file

---

Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

---

Chief Executive Officer

Date

---

Executive Director

Date

---

Print Name

---

Print Name



# Project Funding Status Form

Agency Name: **TWISP**  
Project Name: **North End SR 20 PedestrianBike Path**  
**Twisp River Br to Days Ln**

TIB Project Number: **P-E-886(P02)-1**

Verify the information below and revise if necessary.

Email to: [andrewb@tib.wa.gov](mailto:andrewb@tib.wa.gov)

## PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion
5/1/23	6/31/23	10/31/24

## PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
TWISP	0	\$1,000
WSDOT	0	
Federal Funds	0	
WSDOT Bike/Ped Safety Funding	1,053,590	\$1,340,500
<b>TOTAL LOCAL FUNDS</b>	<b>1,053,590</b>	<b>\$1,341,500</b>

Signatures are required from two different agency officials. Return the originally signed form to your TIB Engineer.

### Mayor or Public Works Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

### Financial Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

December 5, 2023

Andrew Denham  
Town of Twisp  
118 S Glover St  
Twisp, WA 98856  
[publicworks@townoftwisp.com](mailto:publicworks@townoftwisp.com)

**RE: Town of Twisp POTW Improvements Bid**

**SUBJECT: Engineer's Recommendation of Award, Revised 12/5**

Andrew:

As specified, sealed bids received November 15, 2023, were publicly opened and read aloud. Three (3) bids were received for the project. The following table is a summary of bids received:

<b>Bid Items (including mobilization and sales tax)</b>	<b>Strider Construction Co., Inc.</b>	<b>Prospect Construction</b>	<b>Clearwater Construction &amp; Management</b>
<b>Lump Sum Base Bid</b>	<b>\$11,339,584.00</b>	\$13,137,076.55	\$14,076,650.00
<b>Alternative 1 (Sewer Equipment Garage)</b>	<b>\$500,020.00</b>	\$657,635.00	\$802,784.28
<b>Total Award</b>	<b>\$11,839,604.00</b>	\$13,794,711.55	\$14,879,434.28

We have reviewed all bids that were submitted. There appears to be no math errors or discrepancies in the indicated sum of any bid item or bid total. In addition to the bid submission, Strider has provided a statement of qualifications and a Buy America waiver request in accordance with Section 002113 and 004500, respectively.

It appears that Strider Construction is the low, responsible bidder and we recommend award be made to them. A bid summary and detailed bid tabulation are enclosed for your review. This award should be made contingent upon the Town of Twisp's review and approval.

Should you have any questions regarding the bid, bid results, and subsequent award process, please call.

Sincerely,  
T-O Engineers an Ardurra Company



Brent D. Deyo, P.E.  
Project Manager

Attachments: Bid Summary  
Bid Tabulations

<b>BID SUMMARY</b>	
PROJECT TITLE:	Twisp POTW Improvements
PROJECT LOCATION:	Twisp, WA
PROJECT NUMBER:	230210
OWNER:	Town of Twisp
ENGINEER:	Ardurra
BID OPENING:	November 15, 2023, 2:00pm
BID LOCATION:	Twisp City Hall 118 S Glover St Twisp, WA 98856

<b>BID INFORMATION:</b>				
		<b>Bidder #1</b>	<b>Bidder #2</b>	<b>Bidder #3</b>
CONTRACTOR:	Engineer's Estimate	Strider Construction Co., Inc.	Prospect Construction	Clearwater Construction & Management
Bid Form		X	X	X
Required Bid Security		X	X	X
Designation of Subcontractors		X	X	X
Compliance with ECY Attachment C				
Attachment 3 - Cert. of Nonsegregated Facilities		X	X	X
Attachment 4 - Non-Discrimination in Employment		X		
Non-Collusion Affidavit		X	X	X
Certificate of Buy American Compliance		Waiver	100%	100%
Bidders Public Works License Number		STRIDCC121OZ	PROSPCI022CD	CLEARCM948PO
<b>Base Bid</b>		<b>\$9,932,000.00</b>	<b>\$11,585,627.00</b>	<b>\$12,350,000.00</b>
<b>Total Base Bid (Mobilization + Base Bid + Tax)</b>	<b>\$11,250,000.00</b>	<b>\$11,339,584.00</b>	<b>\$13,137,076.55</b>	<b>\$14,076,650.00</b>
<b>Corrections</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Corrected Total</b>	<b>\$11,250,000.00</b>	<b>\$11,339,584.00</b>	<b>\$13,137,076.55</b>	<b>\$14,076,650.00</b>
Responsive Bidder		Yes	Yes	Yes
Bidder Rank		1	2	3

**TOWN OF TWISP**  
**Twisp POTW Improvements**  
**Tabulations of Bids**  
**November 15, 2023**

	<b>Strider Construction</b>	<b>Prospect Construction</b>	<b>Clearwater Construction &amp; Management</b>
<b>Lump Sum Base Bid</b>			
<b>Item Description</b>	<b>Amount</b>		
Mobilization (not to exceed 5% of Total Bid)	\$ 500,000.00	\$ 500,000.00	\$ 600,000.00
Base Bid	\$ 9,932,000.00	\$ 11,585,627.00	\$ 12,350,000.00
Sales Tax (8.7%)	\$ 907,584.00	\$ 1,051,449.55	\$ 1,126,650.00
<b>Total Base Bid (Mobilization + Base Bid + Tax)</b>	<b>\$ 11,339,584.00</b>	<b>\$ 13,137,076.55</b>	<b>\$ 14,076,650.00</b>

**Alternative 1**

<b>Item Description</b>	<b>Amount</b>		
Alternative 1 - Sewer Equipment Garage	\$ 460,000.00	\$ 605,000.00	\$ 738,532.00
Sales Tax (8.7%)	\$ 40,020.00	\$ 52,635.00	\$ 64,252.28
<b>Total (Alternative 1 + Tax)</b>	<b>\$ 500,020.00</b>	<b>\$ 657,635.00</b>	<b>\$ 802,784.28</b>

**Unit Cost Allowances**

<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>		
Allowance A - Unsuitable Material Removal	1,500	CY	\$ 15.00	\$ 86.00	\$ 73.50
Allowance B - Rock Excavation & Removal	500	CY	\$ 100.00	\$ 142.00	\$ 350.00
Allowance C - Concrete Restoration	1,000	SF	\$ 100.00	\$ 71.00	\$ 34.70

**Total Contract**

<b>Item Description</b>	<b>Amount</b>		
<b>Total Contract (Base Bid and Alternative 1)</b>	<b>\$ 11,839,604.00</b>	<b>\$ 13,794,711.55</b>	<b>\$ 14,879,434.28</b>





**Clerk/Treasurer Kilmer  
Staff Report – Creative District  
Grant Application**

**FY24-25 Washington Creative Districts Capital Project Grant Application**

*Due to the grant application being online and unable to view without logging in, staff has provided the following relevant information to Council and is requesting action be taken to approve submission of the grant application.*

**Project 1: Project Name**

Creative District Capital Arts Development Project

**Please describe your project in detail (interior/exterior construction, permanent signage, murals, streetscape, etc. \***

This project is to fund the creation and installation of a mixed media capital arts development effort within the creative district in Twisp comprising of 1 large commissioned traditional mural, 1 open call artist community mural, mixed metal mural for 4 panels on the Civic Building, and an artist competition for the design and creation of creative district banners and electrical box wraps throughout the district's boundaries. All mixed media mural efforts will be on the exterior of buildings or affixed in outdoor spaces in the district. The painted murals will be permanently archived via website (Town of Twisp) with photographs, descriptions of the work with artist bios and statements. The 4-panel mixed metal mural will be a permanent fixture on the Twisp Civic Building in the heart of the creative district, while the town banners and electric box wraps will enhance the district's streetscape and be constructed out of durable multi-season materials. Chosen artwork will be archived via website to include contest winner's artwork submission, artist bios, and statements.

**Where will your project(s) be located? (address and/or parcel ID): \***

The commissioned mural will be located on the side of the Merc Playhouse building located at 101 S. Glover Street Twisp WA. The open call artist and community mural will be located at TwispWorks campus, 502 S. Glover Twisp WA. Mixed Media metal mural will be located on the Twisp Civic Building, 118 S. Glover Street Twisp WA. The town banners will be installed on lighting fixtures throughout the creative district as well as the electrical box wraps.

**Are you (the applicant) the owner of the property where the project will be located? \***

The answer is yes and no. The Merc playhouse and TwispWorks are both non-profits with an arts and creative economy focus with offices located within the district. Their Boards of Directors have already approved the placement of murals on their facilities. The Twisp Civic Building, streetlight fixtures, and electrical boxes along the main street of the Creative District are publicly owned by the Town of Twisp.

**Please describe how this project demonstrates a clear and compelling addition to your Creative District. How will this project further your Creative District's support of arts, culture, and the creative economy in your community (500 words max)? \***

The Creative District Capital Arts Development Project in Twisp will be a transformative initiative that not only enhances the aesthetic appeal of town but also significantly contributes to the success and vibrancy of its creative district. The mediums of this project, will play a crucial role as artistic junctions for visitors, fostering a sense of community, and promoting local artists, creatives, and makers; thereby creating a unique and memorable experience for both residents and tourists. Mixed media murals will serve as functional navigation tools. Twisp's creative district comprises of a variety of creative spaces, studios, galleries, restaurants, and cultural venues. Implementing these mixed media murals strategically as strategic markers can help visitors navigate through these spaces, creating a cohesive and organized experience. Each separate piece will be designed to represent a life in the Methow Valley through the eyes of the artist creating it; these will provide cues that guide individuals seamlessly through the creative district. This not only aids in spatial orientation but also transforms the act of navigation into an engaging and visually stimulating journey. This mixed media murals will showcase the unique identity and creative spirit of Twisp. By collaborating with local artists and creatives, the pieces can be crafted to reflect the town's cultural heritage, natural surroundings, and the diverse talents of its residents. This not only adds a distinct local flavor throughout the district but also positions Twisp as a destination with a rich cultural tapestry. Visitors, drawn to these artistic markers, are likely to spend more time exploring the creative district, contributing to the economic vitality of the community. This project will serve as a platform to promote and support local artists and creatives. Twisp, being a creative hub, is home to a multitude of talented individuals. By commissioning these artists to create these works, the project provides them with exposure and opportunities for recognition. Adding an economic dimension to the initiative but also fostering a sense of pride and ownership among the creative community. As such, this project provides more than navigational aids, but is testament to the vibrant and collaborative spirit of Twisp's creative district. This project will also enhance community engagement, supporting the creative sector. Residents will take pride in the visual representation of their town and its creative assets. The project will become conversation starters, fostering a sense of community identity and shared appreciation for the arts. Community involvement in the project, through design contests and a collaborative mural, can further strengthen the bonds within Twisp and create a lasting sense of belonging. This multifaceted and immersive initiative will elevate the town's artistic and cultural landscape to further support the local creative economy.

**What is the approximate total cost of the project? \***

\$73,000.00

**Please describe your matching funds contribution. What is the source of these funds? Please note, you can have more than the required amount of match to complete your project, but will only get credit**

**for the matching funds according to our matching funds requirements. Please see Grant Guidelines for more information. \***

The Twisp Creative District has secured a \$10,000 grant that will be used towards this project through the Washington Dept. of Tourism grants program for the purpose of wayfinding. In addition the town of Twisp is contributing staff time as an in kind contribution.

# **Town of Twisp**

## **Council Minutes – 08/22/23**

Mayor Ing-Moody called the meeting to order at 5:01 pm.

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

Council Member absent:

### **Pledge of Allegiance**

Council Member Easton led the Pledge of Allegiance.

### **Executive Session with Legal Counsel (RCW 42.30.11(1)i)- Potential Litigation (60 Minutes)**

The council went into executive session at 5:05

The council ended executive session at 6:00

### **Request for Additions or Deletions to the Agenda**

### **Public Comment Period: Up to Three Minutes**

#### **Dawn Woodruff-**

Commented that she is retiring as the librarian in Twisp. She thanks the Town for their support of the library. She stated that over the past month she has gone to visit over thirty libraries, in five counties, and has to say that Twisp has the best community and space. Ms. Woodruff said that she believes the reason the library has the best patrons is the Town putting the vibe out that they will be seen, heard, and respected.

Mayor Ing-Moody thanked Ms. Woodruff for her support and leadership the many years she has worked as the librarian.

### **Mayor's Report**

Mayor Ing-Moody reported wildfire season is here. Since the last Council meeting there has been evacuations, more smoke, and road closures. There are three fires in Okanogan County; Sourdough, Blue Lake, and Crater Creek in Okanogan Valley. There will be controlled burning. There will be a pilot car being used on the pass during periods of active lighting. Mayor Ing-Moody reported that she has spoken to DNR requesting an assessment of Town to see what can be done be more fire safe. She also

reported that Town is still actively looking for a Police Chief, with one inquiry so far. The Planner position is being worked on and an announcement will be made once all details have been ironed out.

### **Staff Reports**

#### **Clerk Kilmer-**

Reported he is still working through the audit with the Auditors. They were here last week but got pulled due to other audits. The Auditors are continuing the work remotely. He also reported that he has been busy supporting Public Works with grant funding applications.

#### **Director Denham-**

Reported that Well 4 had some issues communicating which was resolved yesterday. Well 4 is fully commissioned in rotation and is operational. This has been a one-and-a-half-year long project that has finally finished and provides Town three working wells. At the last meeting Director Denham talked about water leakage that was found during the Alder St. and 5<sup>th</sup> Ave project. He reported that they have found more leakage than anticipated. Director Denham said that he has tasked the contractor with replacing the whole water main on 5<sup>th</sup> and Canyon down Alder St.

#### **Sheriff Budrow-**

Reported that he has been wrapped up in the emergency side of things. There are fires in all areas of the County right now. With the pass closed due to fires there has been a slowdown of people coming into the valley. This has not been helpful for the economy. It is a priority to open the pass to bring people back. Speeding has been heavy through Twisp. It is the number one complaint he is receiving right now. Deputies have been tasked to work on that, as well as getting a radar system set up as people come into town. With new drug laws in effect the County will be booking dealers but not minor possession.

### **Commission/Committee/Board Reports**

Council Member Caswell attended the OCOG meeting last week where the main topic was the Town of Winthrop and the Treasurer of OCOG to set up a financing strategy and timeline regarding the underpass, and the Susie Stephens Trail. They are also looking to include the DOT as a voting member. Council Member Caswell, said he also attended the Planning Commission meeting where they are on schedule to discuss the nightly rental code amendments.

Council Member Easton attended the Chamber of Commerce meeting where the local 4H gave a presentation. There was talk about which events the Chamber will be supporting and which events they will look to get other groups to take over and support. Council Member Easton also attended a meeting with the Mayor and Methow Arts Alliance where the Creative District was discussed and how to move forward with it.

Council Member Studen attended the TranGo meeting last week where it was announced that ridership is up and approaching pre-covid levels. An interlocal agreement for emergency management was discussed. There was an agreement put in place in 2015 after the Carlton Complex Fire and is being resurrected. TranGo also discussed and approved the Twisp ground lease for bus storage. They have also

discussed looking for park and ride options for people that would like to use the bus as an option to commute but do not live close enough to walk to the bus stop. This project will be going to the facilities department who will work on requirements. He also attended the Friends of the Pool meeting where they announced they are still looking for an administrative person to fill Sarah Shrock's position. FOTP hosted an employee appreciation party for the pool employees and managers on Saturday. Council Member Studen also attended the Task Force meeting where the aquatics district was discussed. The focus was developing the statement for the voters pamphlet so that voters have correct information.

## **OLD/NEW BUSINESS**

### **Discussion/Action: Recognition of Planning Intern Caton Caldicott**

Mayor Ing-Moody took a few minutes to recognize the Planning Department intern, Caton Caldicott, who was with Town this summer. He worked alongside Planner Danison and in junction with Town Hall staff. Only good things have been heard about who he is as a person and for the work he has completed. Planner Danison voiced his appreciation for the help Mr. Caldicott has given him this summer.

### **Discussion/Action: WSDOT North End/SR 20 – Supplement #1**

Council Member Smith made a motion to approve WSDOT North End/SR 20 – Supplement #1. Council Member Easton seconded the motion and it passed unanimously.

### **Discussion/Action: TO-Engineers POTW Improvements – Amendment #1**

Council Member Smith made a motion to approve TO-Engineers POTW Improvements - Amendment #1. Council Member Caswell seconded the motion and it passed unanimously.

## **Consent Agenda**

- Accounts Payable/Payroll
- Minutes: 08-08-23

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 22<sup>nd</sup> day of August 2023.

Accounts Payable	Checks #38024-38050	\$66,739.89	08/22/23
Accounts Payable	EFT Trans 1775, 1788	\$944.93	08/22/23
Payroll	Checks #14538-14545	\$5,337.25	08/22/23
Payroll	EFT Trans 1745-1753, 1777-1784	\$11,178.47	08/22/23

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

### **Adjournment**

There being no further business to come before the Council, Mayor Ing-Moody adjourned the meeting at 6:38 pm.

**APPROVED:**

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Mayor Soo Ing-Moody

**ATTEST:**

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Clerk/Treasurer Randy Kilmer

# **Town of Twisp**

## **Council Minutes – 09/12/23**

Mayor Ing-Moody called the meeting to order at 5:34 pm.

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

Council Member absent:

### **Pledge of Allegiance**

Council Member Smith led the Pledge of Allegiance.

### **Request for Additions or Deletions to the Agenda**

### **Public Comment Period: Up to Three Minutes**

Jerry Bush-

Mr. Bush complimented all the infrastructure improvements made in Town over the past two to three years. He commented on Town filling Dave Shultz's irrigation ditch with debris and wet cement. Mr. Bush stated that he hopes there are plans for crushing it or else it will end up a rodent catch. He also stated that goatheads are very bad in that spot and because they have not been taken care of, they have matured and spread. He hopes there is mediation for the slope in the old ditch and goatheads.

Director Denham responded that the debris in the ditch is a waterpipe that was taken out and all the debris will get covered and capped. Ecology blocks will also be added. A catch basin will be installed on the corner, and a pipe is already there that will be going in this month. Director Denham also stated that he will have someone check for goatheads.

Dennis Doyle-

Mr. Doyle commented on the same debris as Mr. Bush did that is being dumped and affecting a local resident. Mr. Doyle also said that last winter when the road was graded it was graded so that the slope sent all the thaw to her house and that the goatheads have filled her yard.

Barry Stromberger-

Mr. Stromberger commented that with everything on the agenda he does hope that Council is able to discuss the recommendations presented to them from Planning Commission and the Nightly Rental Task force regarding the code revisions.



### **Mayor's Report**

Mayor Ing-Moody reported that WASPC is continuing to assist with hiring a new Police Chief, but there are no updates at this time. Town has an interim replacement for the planner. His name is Thom Vetter. As of right now the contract is through the end of the year but there is the potential of continuing into the new year. Extra hours have been added to the Planning department, doubling the time spent in town from what Planner Danison was providing. She asked anyone wishing to meet with the planner to please reach out to Town staff to schedule any meetings with him as his hours are slightly different.

### **Staff Reports**

#### **Clerk Kilmer-**

Reported that the audit is still being worked on. He also reported budget season is coming up.

#### **Sheriff Budrow**

Reported that the law has changed allowing for the arrest of drug dealers. Possession results in a ticket. He stated that he would review the narcotics task force at the next Council meeting. The speed radar located in Town does have a license plate reader that has been proven to be working and is collecting data to concentrate on what needs to be done. The Sheriff's department will be moving it around to random places throughout Town.

#### **Director Denham-**

Reported that all three Public Works Board grants were approved. Town has submitted three more grant applications to TIB whose engineer stated are very competitive grants. Director Denham also reported that the water main replacement on 5<sup>th</sup> and Alder Street went very well. More system leaks were found as they went through. Even with those leaks and setbacks the project came in \$40,000 under the not to exceed number. Many projects are happening all at once all over Town. Everything is back on schedule. The 5<sup>th</sup> Ave reconstruction project started yesterday and should be done by September 25<sup>th</sup>. Director Denham stated that residents have been very patient during this process, and he is very grateful for that. Ecology has approved the WWTP, they are just waiting for all the necessary signatures to send to Town. That project will go to bid later this month.

### **Commission/Committee/Board Reports**

Council Member Caswell reported that he attended the Planning Commission meeting where they discussed Short-term Vacation rentals and had an intern report from Cadon Coldicott. He also attended the OCOG meeting where WSDOT was not approved as a voting member.

### **OLD/NEW BUSINESS**

### **Discussion/Action: Request for Letter of Support for Twisp Chamber-State of Washington Tourism Grant**

Nicki Krost, the owner of 1908 and Vice President of the Chamber, is trying to start a three-day Fall festival in October 2024. They are applying for a grant and are requesting a letter of support from town.

Council Member Easton made a motion to approve the Letter of Support for Twisp Chamber-State of Washington Tourism Grant. Council Member Auburn seconded the motion and it passed unanimously.

**Discussion/Action: Orchard Hills Planned Development Closed Record Hearing**

Mayor Ing-Moody stated that Council will be holding a closed record quasi-judicial hearing that will be a closed record decision. No new information is allowed. Council will be considering the Planning Commission's recommendations as well as hearing from the Town Planner. Legal counsel will be taking notes and the Deputy Clerk will record the conversation for it to be put into the minutes. Planner Danison provided a brief summary of the application timeline.

The Council worked through each individual recommendation as seen below:

1. Add language stating, "adequate flow".
2. Add language stating, "stormwater system may not be located in preserved open space".
3. No Change
4. No Change
5. No Change
6. No Change
7. Should read "two accesses are required".
8. No Change
9. No Change
10. No Change
11. Strike
12. Strike
13. Need to add the additional requirements put into the MDNS.
14. No Change
15. Strike
16. Strike on the condition that all other requirements are met.
17. Clarify that it is for all open space not just south of Harrison Street and take out the language of deeding open space to the town.
18. Change to limitation of two-unit buildings per TMC.
19. No Change
20. Modify to state no wood burning fireplaces shall be allowed.
21. No Change
22. No Change
23. Change to state "all open space parcels to be kept as undeveloped open space until deeding it to the Town, including requirement in Plat notes, or recording Covenants, Conditions, and Restrictions against the property.
24. Replace envelope with footprint.
25. Should be submitted prior to final PD.
26. No Change
27. State which part of TMC applies.

28. No Change
29. Add or plat notes after restrictions and take out Dark Sky complaint.

Add any additional requirements from the MDNS.

Council Member Easton made a motion to approve Orchard Hills preliminary PD with modifications to conditions and findings as discussed by the Council and to direct staff to bring back a written decision consistent with the Council's direction. Council Member Studen seconded the motion. Council Member Smith and Council Member Auburn voted in favor of the motion. Council Member Caswell voted against the motion. The motion was passed.

#### **Discussion/Action: Short Term Vacation Rentals Update**

The Council reviewed and discussed the Planning Commission's recommendations for revisions to the Nightly Rental Code. The Council gave their recommendations, including consideration for "owner occupied" properties as changes to Chairman Battle to bring back for Planning Commission's review.

#### **Discussion/Action: RCO Grant Authorization – LMP – Park Structure Repairs and Equipment Replacement**

Director Denham stated that the Local Parks Maintenance is a no match grant. It will fund two equipment purchases, a pull saw and replacing the John Deere zero turn mower. It will also fund repairing the bandshell, the stone BBQ, and the picnic shelter. The total is \$91,936.

Council Member Easton made a motion to approve RCO Grant-LMP- Park Structure Repairs and Equipment Replacement. Council Member Auburn seconded the motion and it passed unanimously.

#### **Consent Agenda**

- Accounts Payable/Payroll
- Minutes: 04/10/23, 04/11/23, 05/09/23, 05/16/23, 05/23/23, 06/13/23

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 12<sup>th</sup> day of September 2023.

Accounts Payable	EFT Trans #1864	\$7,269.07	09/12/23
Accounts Payable	Check #38052-38088	\$590,316.79	09/12/23
Payroll	EFT Trans #1882-1904	\$58,754.17	09/12/23
Payroll	Check #14546-14552, 38051	\$2,473.62	09/12/23

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

**Adjournment**

There being no further business to come before the Council, Mayor Ing-Moody adjourned the meeting at 8:59 pm.

**APPROVED:**

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Mayor Soo Ing-Moody**ATTEST:**

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Clerk/Treasurer Randy Kilmer

# **Town of Twisp**

## **Council Minutes – 09/26/23**

Mayor Ing-Moody called the meeting to order at 5:00 pm.

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

Council Member absent:

### **Pledge of Allegiance**

Council Member Smith led the Pledge of Allegiance.

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

The Council went into executive session at 5:01 PM

The Council exited executive session at 5:31 PM

### **Discussion/Action: Resolution #23-710 – Orchard Hills Preliminary PD**

Council Member Smith stated for the record that all the Council Members received an email from Jerry Heller who recommended holding another public hearing. Mayor Ing-Moody also disclosed that she received a text from Bill Moody requesting clarification on the Council's conversation from the last council meeting, but she did not speak to him about it.

Council Member Smith suggested two edits in the conditions for approval:

3.7-Should state "If feasible, two accesses to the development are required unless, prior to application for Final PD, the applicant establishes that such secondary access is not feasible as the applicant cannot acquire the necessary property rights or does not own the necessary property rights. If feasible, it is preferred that the applicant shall construct the secondary access road from the PD to Isabella Lane within the Town's reservoir access easement. In the alternative, the applicant shall construct the secondary access road for ingress and egress to the project in another location (to either Isabella Lane or Harrison Street) subject to approval by the Public Works Director. Any such secondary access road may not be barricaded and must be maintained year-round by the applicant or successor HOA, unless made public."

3.11- Should state "That all construction be completed in compliance with applicable requirements of the International Building Code and all homes meet the 2018 International Wildland-Urban interface code. A note on the final plat will also be required referencing the requirement that all homes meet the 2018 International Wildland-Urban Interface code, including being constructed using Class 2 Ignition-Resistant construction methods and materials. In addition, based on the record from the applicant's fire expert report, in order to remove the 100-foot fire buffer requirement, the applicant proposed installing fire sprinklers in all homes. Therefore, instead of the 100-foot fire buffer, all homes shall be equipped

with NFPA 13D fire sprinkler systems. The requirements in this Condition shall be recorded either as a note on the final plat, or this requirement shall be recorded as part of Covenants, Conditions, and Restrictions for the development prior to approval of the Final PD.”

Council Member Smith made a motion to adopt Resolution #23-710 – Orchard Hills Preliminary PD as amended. Council Member Easton seconded the motion. Council Member Auburn and Council Member Studen voted in favor. Council Member Caswell voted against the motion. The motion passed.

### **Request for Additions or Deletions to the Agenda**

Addition – Discussion/Action: 2024 .09 Funding Application letter of Intent

### **Public Comment Period: Up to Three Minutes**

#### **Barry Stromberger-**

Commented on funding a full-time planner for the Town. He suggested using the funds from the sale of the firehall to cover that expense for the next few years.

Mayor Ing-Moody thanked Mr. Stromberger for his comment and stated that the Town’s new planner, Thom Vetter, is already doing twice the amount of time to the previous planner and there can be additional changes made, as needed, and as funds allow.

### **Mayor’s Report**

Mayor Ing-Moody reported that Town is moving full speed ahead on projects in preparing for winter. She also noted that it is the beginning of budget season and she is working with staff to consider the many things mentioned here along with other items being discussed with the finance committee.

### **Staff Reports**

#### **Director Denham-**

Reported that the anticipated rain pushed out paving to Thursday and Friday. The collection system project is going very well as they are caught up and back on schedule. He is hopeful that all the work needed will be accomplished this year with only a few items to be completed next year. Staff have shift work from parks maintenance to winterization at the parks, WWTP, and other facilities.

### **Commission/Committee/Board Reports**

#### **Council Member Easton-**

Reported that he and the mayor had met with Annete Roth from Arts Washington to discuss the Creative District. He got examples of other Towns and how they run their Creative Districts. He also had a meeting with Sarah Jo Lightner, Betsy, the Mayor, and Council Member Auburn to discuss the Creative District and how to best set up a suitable and sustainable governance structure for the future of the District moving forward.

Council Member Easton also attended the Chamber meeting last week. The Chamber is looking for two new members. He stated that there are new members and good energy and believes they are headed in a great direction.

#### **Council Member Caswell-**

Attended the Planning Commission meeting where the Blackbird Garden Apartments and Townhomes were discussed. They also discussed Council's recommendations on the Short Term Vacation Rental code revisions.

**Council Member Smith-**

Attended the Public Works Committee Meeting where they talked about grants for the Painter's Addition egress and plans for how to put it in. They also discussed the work happening for the extension of the waterline on Ewell Street to the new WWTP to enable the service of more properties inside Town boundaries. He also shared that the Town did not receive the Aviation grant so the pilots intend to financially take care of the crack seal project. He also reported the Finance Committee will be meeting to look at next year's budget.

**Council Member Studen-**

Reported that the Federal Transportation Administration has implemented a requirement for all public transport systems to be available online via google maps. He shared that as a result, starting next year you will be able to see the bus schedules on your phone.

**OLD/NEW BUSINESS**

**Discussion/Action: Blackbird Garden Apartments Preliminary PD**

As the notes, headings and map didn't seem to make sense, the council requested this item to be brought back with clearer and more complete information.

**Discussion/Action: Housing Action Plan - Preliminary Housing Analysis**

The council discussed that the submitted plan needs some follow up work. Council Member Easton made a motion to adopt the Housing Action Plan, calling it instead a Preliminary Housing Analysis. Council Member Auburn seconded the motion and it passed unanimously.

**Discussion/Action: NCW Narcotics Task Force 2024 Agreement**

The council requested this item be brought back when more information can be given.

**Discussion/Action: Kelly Connect Lease Agreement**

Council Member Smith made a motion to accept the Kelly Connect Lease Agreement. Council Member Easton seconded the motion and it passed unanimously.

**Discussion/Action: 2024 .09 Funding Application letter of Intent**

Council Member Studen made a motion to approve 2024 .09 Funding Application Letter of Intent. Council Member Easton seconded the motion and it passed unanimously.

**Consent Agenda**

- Accounts Payable/Payroll

- Minutes:

Vouchers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing, which has been made available to the Town Council. The following voucher/checks are approved for payment by a majority vote on this 26<sup>th</sup> day of September 2023.

Accounts Payable	Check #38090-38109	\$92,927.93	09/26/23
Accounts Payable	EFT Trans #2061	\$683.00	09/26/23
Payroll	EFT Trans #2010-2017	\$9,810.00	09/26/23

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

### **Adjournment**

There being no further business to come before the Council, Mayor Ing-Moody adjourned the meeting at 6:49 pm.

### **APPROVED:**

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Mayor Soo Ing-Moody

### **ATTEST:**

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Clerk/Treasurer Randy Kilmer



# **Town of Twisp**

## **Council Minutes – 10/10/23**

Mayor Ing-Moody called the meeting to order at 5:33 pm.

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

Council Member absent:

### **Pledge of Allegiance**

Council Member Auburn led the Pledge of Allegiance.

### **Request for Additions or Deletions to the Agenda**

### **Public Comment Period: Up to Three Minutes**

#### **Written Comments:**

Submitted by Barbara Maygers:

"It is my understanding that TwispWorks has submitted their new Master Plan.

I have read it over and do not see that there is any real information I can pinpoint, it is extremely vague, so vague that I have to ask myself just what is the "plan"?

As most of you are aware, I have been bringing attention to issues of TwispWorks effects on Methow Street. The overflowing and piled up garbage has greatly improved, however, there is still no buffer of any kind. This was originally addressed in the overlay requirements and still needs taken care of to be in compliance. Please see TMC 18.20.160(5) and 18.40.070(3)(b)(iii), "At a minimum, ornamental landscaping shall provide a visual relief and shade to building facades and visual screening of mechanical equipment, trash areas, and other service areas of the development, and shall add to the overall quality of the development by softening the effect of site buildings and structures upon the landscape. Standard Type II landscaping may be used according to Table 3 and shall be considered to meet the minimum standard for ornamental landscaping required in this subsection."

Also, the traffic on Methow Street, which I submitted a traffic count for at one point, is excessive. Often above the allowed 20 trips per day as directed in the original plan as well ...please see TMC 18.40.070(4).

Then, in light of the traffic situation, there is the daycare to consider. Toddlers do break away and run down the ramp which empties directly out into Methow Street, on a corner. I try to keep TwispWorks informed as to the incidents that I witness. It seems that there needs to be some very specific planning spelled out for the safety of the children going forward with the high amount of traffic on Methow Street.

I personally would like to see the unresolved items from the original TwispWorks Master Plan taken care of, and am disappointed that there is no mention of finalizing and or completing what was originally required , before considering the future.  
Thank you. “

### **Mayor's Report**

Mayor Ing-Moody reported that Town Staff is very busy with budget season, the audit, and general year end work.

### **Staff Reports**

#### **Sherrif Budrow-**

Reported that there have been twenty-one instances in the last thirty days that deputies have responded to Town. He also reported that over seven-hundred vehicles drove through the speed zones going faster than the posted twenty-five mile an hour and said he had to make a lot of phone calls.

#### **Director Denham-**

Reported that the 5<sup>th</sup> Ave cold joints did not come out right and it is too late to do a slurry seal so the repair will be done next spring under warranty work. He also reported that the WWTP project is out to bid right now, with the first virtual meeting tomorrow with the prime contractors. Bids will open November 9<sup>th</sup>. Staff is still working hard to get ready for winter.

### **Commission/Committee/Board Reports**

#### **Council Member Caswell-**

Attended the OCOG meeting where they discussed obtaining funds from the Washington State opiate settlement.

#### **Council Member Auburn-**

Attended the Planning Commission meeting where they voted to begin the public process regarding the Short Term Vacation Rental code revisions. The public hearing is set for October 25<sup>th</sup>, 2023.

#### **Council Member Smith-**

Attended the Public Safety committee meeting where they discussed options regarding the Police Chief search. Still no success in attracting any applicants. They hope to have recommendations for Council at the next meeting.

### **Tree Board Update Dwight Filer, Tree Board Chair**

Dwight Filer gave an update on the Silver Maple replacement plan. The tree board would like to get large established trees about two inches in diameter. He stated that the tree board will come back to the Council this winter with more details as they need to calculate what funds are available and how much the trees will cost.

## **OLD/NEW BUSINESS**

### **Discussion/Action: Blackbird Garden Apartments Preliminary PD**

The Council discussed the recommendation for approval for the Blackbird Garden Apartments Preliminary PD.

Council Member Smith made a motion to accept the recommendations as presented and to grant preliminary approval for the Blackbird Garden Apartments PD. Council Member Easton seconded the motion and it passed unanimously.

### **Discussion/Action: Shorelines Master Program**

Council requested this item be brought back at a subsequent meeting when complete, with all additional required documentation and any comments submitted for their review.

### **Discussion/Action: TwispWorks Master Plan**

Council and TwispWorks representatives discussed the TwispWorks Master Plan. A meeting will be set up between the TwispWorks Board, Council Member Smith and Council Member Easton to discuss the vision for the site and land use, as that will dictate if an overlay is needed or desired.

### **Discussion/Action: Creative District Board Governance Structure**

Mayor Ing-Moody met with Council Member Easton and Auburn along with two members of the Creative District where they discussed and decided on a new governance structure as follows:

A seven member board consisting of; two Council Members, one arts administrator, two residents of the Town, one arts organization member from within the Creative District, and one business member from within the Creative District.

Council Member Smith made a motion to approve the Creative District Board Governance Structure. Council Member Easton seconded the motion and it passed unanimously.

### **Discussion/Action: NCW Narcotics Task Force 2024 Agreement**

Sherrif Budrow presented a letter with background information and reasoning behind why the proposed amount is more than previous years.

Council decided to wait on approval until the next Finance Committee meeting when the budget will be discussed.

### **Discussion/Action: USDA Sewer Project Grant Agreement Update**

Council Member Smith made a motion to approve the USDA Sewer Project Grant Agreement Update. Council Member Caswell seconded the motion and it passed unanimously.

#### **Discussion/Action: NCW Libraries Agreement**

The council requested this be brought back at a subsequent meeting as they would like to compare the previous agreement to understand what has changed. Additionally, they wish to review the Community Center agreement along with it.

#### **Consent Agenda**

- Accounts Payable/Payroll
- Minutes:

Vouchers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing, which has been made available to the Town Council. The following voucher/checks are approved for payment by a majority vote on this 10<sup>th</sup> day of October 2023.

Accounts Payable	Checks #38111-38146	\$470,948.97	10/10/23
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Council Member Smith moved to approve the consent agenda as presented. The motion was seconded by Council Auburn and passed unanimously.

#### **Adjournment**

There being no further business to come before the Council, Mayor Ing-Moody adjourned the meeting at 7:17 pm.

**APPROVED:**

\_\_\_\_\_  
Mayor Soo Ing-Moody

**ATTEST:**

\_\_\_\_\_  
Clerk/Treasurer Randy Kilmer

# **Town of Twisp**

## **Council Minutes – 11/14/23**

Mayor Ing-Mody called the meeting to order at 5:00 pm.

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

Council Member absent:

### **Pledge of Allegiance**

Council Member Auburn led the pledge of allegiance.

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

The Council went into executive session at 5:00PM

The Council exited executive session at 5:30PM

### **Request for Additions or Deletions to the Agenda:**

### **Public Comment Period:**

Barry Stromberger-

Mr. Stromberger urged the Council to not kick the Short-Term Vacation Rental issue down the road as it has been on the agenda for over a year. He stated that while the Planning Commission recommendations may not be perfect for everyone, it is still a starting point to set something in stone that can be tweaked later.

### **Mayors Report:**

Mayor Ing-Moody reported that Town is very busy with budget, audit, meetings, and year-end items.

### **Staff Reports:**

Director Denham-

Reported that the chlorine level in Town water has come down to .2 parts per million and will continue to decrease at a more rapid rate. He also reported that Town has experienced high levels of vandalism at the Twisp Park including a motorcycle on the grass causing extensive damage, ripping Willy the Whale off his spring, trash, and tearing up and damaging the concrete parking strips. He stated that if this continues the park will be barricaded and closed until next spring. There will be a short parking area on the south side of the pool to allow people to still be able to park and walk.

Director Denham also reported that the WWTP construction bid is opening tomorrow at 2:00pm and he will have an update on that at the next Council meeting. The final completion inspection of the sewer collection project occurred last week and passed inspection. Mayor Ing-Moody stated that there will be a request for more patrol from the Sheriff's office in the areas of vandalism.

#### **Committee/Commission/Board Reports:**

**Council Member Auburn** said approximately ten people attended the Chamber's Sip-n-Chat, with three of those being board members. She shared that many good ideas were discussed.

**Council Member Caswell** attended the OCOG where they spoke about the Treasurer's report and rural/urban designation changes for improvement. He also attended the Planning Commission meeting where the Raw Otter Rezone request was postponed and a Public Hearing for STVR code changes was held.

**Council Member Smith** attended the Finance Committee meeting where they reviewed and discussed the 2024 budget. He shared that there will be a few changes to be expected, including those affecting the Police Department; there is an expected temporary extension of the current agreement with the Sheriff's Office. There will also be an extension of the Fire District agreement due to the collection on the annexation revenues not happening until next year 2024. Water and Sewer increases of 5.5% were discussed. He shared that he also attended the Public Safety Committee meeting with the union to discuss the Police Department agreement, with a proposal forthcoming related to wages.

#### **Public Hearing/Discussion/Action: Ordinance #805 – Property Tax Levy**

The public hearing opened at 5:48pm.

The public hearing closed at 5:49pm.

Council Member Smith made a motion to approve Ordinance #805 – Property Tax Levy as presented. Council Member Auburn seconded the motion and it passed unanimously.

#### **Public Hearing/Discussion/Action: Ordinance #806 – EMS Levy**

The public hearing opened at 5:49pm.

The public hearing closed at 5:50pm.

Council Member Smith made a motion to approve Ordinance #806 – EMS Levy as presented. Council Member Easton seconded the motion and it passed unanimously.

#### **Discussion/Action: Blackbird's Townhomes Preliminary PD**

Council Member Smith made a motion to grant preliminary approval, Council Member Easton seconded the motion and it passed unanimously.

#### **Discussion/Action: Town of Twisp/OC FD6 – Contract Extension 2024**

Council Member Studen made a motion to approve Town of Twisp/OC FD6 – Contract Extension 2024. Council Member Smith seconded the motion and it passed unanimously.

**Discussion/Action: Ordinance #807 – Creative district**

Council Member Smith made a motion to approve Ordinance #807 – Creative District. Council Member Easton seconded the motion and it passed unanimously.

**Discussion/Action: Ordinance #808- TMC 13.05.245**

Council Member Smith made a motion to approve Ordinance #808 – TMC 13.05.245 Council Member Auburn seconded the motion and it passed unanimously.

**Discussion/Action: Ordinance #809 – TMC 15.05 and 16.05**

Council Member Smtih made a motion to approve Ordinance #809 – TMC 15.05 and 16.05. Council Member Easton seconded the motion and it passed unanimously.

**Discussion/Action: Ordinance #810 – TMC 15.05.010**

Council Member Studen made a motion to approve Ordinance #810 – TMC 15.05.010. Council Member Auburn seconded the motion and it passed unanimously.

**Discussion/Action: Resolution #23-711 – Initiating Amendments – TMC 18.50.100**

Council Member Smtih made a motion to approve Resolution #23-711 – Initiating Amendments – TMC 18.50.100. Council Member Auburn seconded the motion and it passed unanimously.

**Discussion/Action: Ordinance #803 – Clerical Error Update Motion**

Council Member Studen made a motion to correct a typo in Ordinance No. 803 passed by the Town Council at the October 24, 2023, meeting (the “Note Ordinance”), which approved the issuance of the Town’s Sewer Revenue Bond Anticipation Note, 2023 (Non-Revolving Line of Credit) (the “Note”). There was a typo in the Letter of Conditions from the United States of America, acting through the United States Department of Agriculture (“USDA”) that the proceeds of the Note would be used to “improve the west Coulee Dam Lift Station as part of the Wastewater Treatment plan project,” which was carried through to the Note Ordinance. Since that is not part of the Town’s sewer system, that reference is deleted in the Note Ordinance, and the rest of the Note Ordinance is ratified. Council Member Auburn seconded the motion and it passed unanimously.

**Discussion/Action: Public Event Application – Mistletoe Madness**

Council discussed the road closure requested for Mistletoe Madness and asked that a Chamber representative first contact potentially impacted residents before bringing the item back with results to the Council and for a representative to come to Council and answer some clarifying questions pertaining to the reasoning behind the road closure request.

Council Member Studen made a motion to approve and support the event with the exception of the road closure pending further review. Council Member Auburn seconded the motion and it passed unanimously.

### **Consent Agenda**

- Accounts Payable/Payroll

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 14<sup>th</sup> day of November 2023.

Accounts Payable	Checks #38184-38221	\$425,625.36	11/14/23
Payroll	EFT Trans #2283-2294, 2299-2304	\$54,098.31	11/14/23

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

### **Adjournment**

There being no further business to come before the Council, Mayor Ing-Moody adjourned the meeting at 6:27 pm.

**APPROVED:**

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Mayor Soo Ing-Moody

**ATTEST:**

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Clerk/Treasurer Randy Kilmer



# **Town of Twisp**

## **Council Minutes – 11/28/23**

Mayor Ing-Mody called the meeting to order at 5:30 pm.

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

Council Member absent: Katrina Auburn

### **Pledge of Allegiance**

Council Member Caswell led the pledge of allegiance.

### **Request for Additions or Deletions to the Agenda:**

N/A

### **Public Comment Period:**

#### **LaShelle Easton-**

Commented on the TwispWorks Master Plan stating that it is referenced several times in the Twisp Municipal Code. She noted that in her opinion, the proposed TwispWorks Master Plan does not address the issues referenced by the Twisp Municipal Code. She requested that the Town either require that the Master Plan address these issues, or, failing that, that they amend the code to ensure the issues are properly addressed.

#### **Buddy Thomas-**

Commented that he is concerned after reading an article in the paper about the Yakima Nation's Flood Plains by design project. He said his main concern is for the residents that will be displaced and those that are not property owners living in low-cost housing in Town as the need for more low-cost housing is already a major concern for Town. He requested that when in discussion with the Yakima Nation to not marginalize those that will be displaced if the project goes through as the paper did by calling the homes that people would be displaced from "Simple Structures". Mr. Thomas said that they are not "simple structures" they are homes to important members of our community.

### **Mayors Report:**

Mayor Ing-Moody reported that Town has continued to be busy with audits, budget, and year-end work as well as preparing for a smooth administrative transition into the new year.

### **Staff Reports:**

**Clerk Kilmer-**

Reported that the auditors have been onsite the week before Thanksgiving, this week, next week, and possibly into the week thereafter. There is an entrance conference set up with the Finance Committee and Auditors to meet next week. It is expected that they may be wrapping up mid-December and will hopefully have the report published by the end of the year.

**Director Denham-**

Reported that the WWTP low bidder was within the available funding and the bid tabs are being certified by the engineer. They should be completed this week, and he will have a recommendation for Council at the next meeting. Town received the new radar trailer that was ordered last month, pending some setup and training it will soon be rolled out by staff.

**Sheriff Budrow-**

Reported that the County has also been going through budget season. He shared that he informed Clerk Kilmer prior to the meeting that the rate per call will be raised from \$500 / call to \$700 / call and apologized that he did not inform the town sooner of the change in contract terms since he believed that Commissioner Hover was informing the Town of Twisp. He said that the new contract would be for 6 months as a temporary extension to enable a longer-term solution to be arranged. Mayor Ing-Moody questioned the increase being so high at 40% despite her understanding last meeting held between Commissioner Hover, Twisp's Finance Committee, Sheriff Budrow and herself in which only a 16% salary increase was discussed. Following that meeting it was agreed that the County would provide a contract proposal for the Council to consider including the 16% salary impact. Having not received a contract, she noted that at this late date, without having received a contract proposal from the county, that a subsequent meeting be set up immediately with him, Commissioner Hover, Mayor-elect Smith and herself to understand the new rate being proposed, and hopefully agree on an amount to include in the 2024 budget, which is to be passed at the next meeting.

**Committee/Commission/Board Reports:****Council Member Easton-**

Attended the Chamber meeting where he said they are doing a great job and members of the Chamber will be presenting to Council the items that were discussed at the meeting.

**Council Member Caswell-**

Attended the Planning Commission meeting where the major discussion was goals for 2024 and the structure of the Commission following the resignation of the Chair, John Battle. Art Tasker was voted to be Chair and Rachel Levi was voted in as Vice Chair. He said they bounced around priorities including the comprehensive plan, housing action plan, municipal code, form-based zoning, and sign code. Council Member Easton asked if the commission had continued discussion regarding nightly rentals. Mayor Ing-Moody shared that is a meeting with legal counsel planned, which is slowing the process down but believes resolution will occur as soon as it is feasible.

**Public Hearing/Discussion/Action: 2024 Preliminary Budget**

The public hearing was opened at 5:50 PM.

The public hearing was closed at 5:51 PM.

Mayor Ing-Moody gave a brief overview of some of the changes to the budget for 2024. She shared that a few notable changes include deserved salary increases for retention of good staff, a new line item for an investment fund which is to be seeded by a portion of the funds captured from the sale of the fire station; the intention is to enable greater financial stability by providing the town the ability to take advantage of future opportunities requiring capital to further community priorities. In addition to having a healthy reserve fund, the Town would benefit from not using these one-time capital dollars for operating costs and instead sowing options for future needs. Regarding the Water Fund and Sewer Fund, she shared that there will be a 5.5% increase for water and sewer utilities which is in line with historical increases for ongoing operations and maintenance of the system.

**Discussion/Action: Public Event Application – Mistletoe Madness**

Juliette from the Chamber of Commerce gave a brief presentation explaining the need for the road closure requested and stated that the Chamber spoke to the residents it would affect and they got affirmative answers from everyone that opened their door and left a note for anyone not reached to contact them should they have concerns.

Council Member Easton made a motion to approve the event as presented. Council Member Caswell seconded the motion and it passed unanimously.

**Discussion/Action: 2024 Twisp Chamber LTAC Request**

Vice President Krost gave a presentation on the Chambers 2024 budget request, which is the same as their 2023 request.

Mayor Ing-Moody thanked Vice President Krost for her presentation and the Chamber for all of the hard work they are doing for our business community.

**Discussion/Action: 2024 Planner Contract**

Council Member Smith made a motion to approve the 2024 Planner Contract with the amendment to the end date for a one-year contract. Council Member Easton seconded the motion and it passed unanimously.

**Discussion/Action: Resolution #23-712 – Biosolids Dewatering and Lift Station No. 2 Project Acceptance**

Council Member Smith made a motion to approve Resolution #23-712 – Biosolids Dewatering and Lift Station No. 2 Project acceptance. Council Member Easton seconded the motion and it passed unanimously.

**Discussion/Action: Resolution #23-713 – 2024 Fee Schedule**

Council requested that the item be brought to a Finance Committee meeting to further discuss particulars with Director Denham.

**Consent Agenda**

- Accounts Payable/Payroll
- Minutes – 10/24/23

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 28<sup>th</sup> day of November 2023.

Accounts Payable	Checks #38224-38259	\$949,246.94	11/28/23
Payroll	EFT Trans #2396-2404	\$11,178.47	11/28/23

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

### **Adjournment**

There being no further business to come before the Council, Mayor Ing-Moody adjourned the meeting at 6:23 pm.

**APPROVED:**

\_\_\_\_\_  
Mayor Soo Ing-Moody

**ATTEST:**

\_\_\_\_\_  
Clerk/Treasurer Randy Kilmer

# ACCOUNTS PAYABLE

Town Of Twisp

Time: 15:4

As Of: 01/26/2024

Accts						
Pay #	Received	Date Due		Vendor	Amount	Memo
16029	12/12/2023	12/12/2023	5196	All Traffic Solutions Inc.	22,175.68	
16030	12/12/2023	12/12/2023	2028	CenturyLink Communications, LLC	406.34	
16031	12/12/2023	12/12/2023	2076	Danison, Kurt E.	559.04	
16032	12/12/2023	12/12/2023	5161	EcoPlan & Design	3,862.00	
16033	12/12/2023	12/12/2023	2300	Hank's Market	26.81	
16034	12/12/2023	12/12/2023	2082	Jim's Pumping Service	70.00	
16035	12/12/2023	12/12/2023	2103	Methownet.com	447.00	
16036	12/12/2023	12/12/2023	2783	Okanogan County Building Dept.	1,080.00	
16037	12/12/2023	12/12/2023	4890	P.O.W. Contracting	138,751.83	
16038	12/12/2023	12/12/2023	2162	Quill	39.65	
16039	12/12/2023	12/12/2023	2732	Riverside Printing & Design	235.82	
16040	12/12/2023	12/12/2023	2038	Shred-it	49.39	
16041	12/12/2023	12/12/2023	2199	Utilities Underground	23.22	
16042	12/12/2023	12/12/2023	3648	Varela & Associates, Inc	27,451.43	
16044	12/12/2023	12/12/2023	4560	W. Scott DeTro	2,338.38	
16043	12/12/2023	12/12/2023	3810	WasteWise Methow	712.20	
Report Total:					198,228.79	

This report has been reviewed by:

REMARKS:

Signature & Title

Date

