



CASTLE ROCK CITY COUNCIL AGENDA

Regular Meeting: Monday, July 28, 2025
7:30 PM

Location

Castle Rock Senior Center
222 Second Ave SW
Castle Rock, WA 98611

AGENDA

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1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call
- c. Changes to Agenda

2. PROCLAMATIONS & PRESENTATIONS

3. CITIZEN COMMENTS - maximum 3 minutes

4. DEPARTMENT REPORTS

- City Attorney Nikki Thompson
 - Police Chief Charlie Worley
 - Public Works Director Dave Vorse / Asst Public Works Director Tyler Stone
 - City Engineer Tom Gower
 - Clerk-Treasurer Carie Cuttonaro
1. Financials (page 3-6)

5. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers
- CRCDA Representative

6. PUBLIC HEARINGS

7. CONSENT AGENDA

- a. July 14, 2025 Regular Council Meeting Minutes (page 7-9)

8. OLD BUSINESS

9. NEW BUSINESS

- a. Contract with Longview Law Group to provide Indigent Defense Services in the amount of \$2,000 per month. (page 10-19)
- b. Special Event Permit #2025-0008; Greater Castle Rock Chamber - Mountain Mania Car Show; August 16, 2025 between 8:00 AM and 2:00 PM; insurance has been received. Street closure request includes: Front Ave from A St to Jackson St, Cowlitz St W from Huntington Ave to end of one-way, and 1st Ave between Cowlitz St W and A St SW. Jackson St NW will remain open. Also request to

close city parking lot located by Jackson St NW, while leaving spaces open for Bredfields' customers and employees. (page 20-30)

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT REGULAR COUNCIL MEETINGS:

<u>3Q25</u>	<u>4Q25</u>	<u>1Q26</u>	<u>2Q26</u>
July 14	October 13	January 12	April 13
July 28	October 27	January 26	April 27
August 11	November 10	February 09	May 11
August 25	November 24	February 23	Tuesday, May 26
September 08	December 08	March 09	June 08
September 22	December 22	March 23	June 22

Non-Discrimination Statement: This institution is an equal opportunity provider and employer. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at https://www.ascr.usda.gov/sites/default/files/Complain_combined_6_8_12_508_0.pdf or at any USDA office, or call 866.632.9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to USDA, Office of the Assistant Secretary for Civil Rights, 1400 Independence Ave, SW, Stop 9410, Washington, DC 20250-9410 or email to program.intake@usda.gov or by fax (202) 690-7442.

Title VI: The City of Castle Rock ensures compliance with Title VI of the Civil Rights Act of 1964 and American Disabilities Act of 1990 by prohibiting discrimination against any person on the basis of race, color, national origin, sex or disabilities in the provision of benefits and services from its federal assisted programs and activities. If you need special accommodations to participate in this meeting, please contact Carie Cuttonaro at 360.274.8181 by 9:00 a.m. three days prior to the meeting.

City Council may add and take action on other items not listed on this Agenda.

2025 Expenditures

<u>Fund</u>	<u>Sub</u>	<u>#</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>Total</u>	<u>Budget</u>	<u>Remaining</u>	<u>% Expended</u>
General												
	Legislative	010 0 010	7,310.07	5,959.47	6,670.09	5,012.29	5,040.22	9,501.30	39,493.44	87,158.00	47,664.56	45.31%
	Municipal	010 0 020	9,012.76	4,444.58	9,591.98	7,850.03	5,712.08	9,055.09	45,666.52	95,510.00	49,843.48	47.81%
	Financial	010 0 030	20,019.85	11,837.31	12,018.13	12,353.85	12,087.99	12,964.25	81,281.38	165,355.00	84,073.62	49.16%
	Law Enforcement	010 0 040	212,753.20	75,339.50	110,745.90	105,260.17	93,049.39	97,271.30	694,419.46	1,335,759.00	641,339.54	51.99%
	Parks	010 0 060	4,223.17	449.58	125.84	478.20	294.60	360.02	5,931.41	23,863.00	17,931.59	24.86%
	Building/Planning	010 0 070	15,841.22	11,569.55	32,109.44	22,298.18	11,557.93	15,416.69	108,793.01	150,030.00	41,236.99	72.51%
	Non-Departmental	010 0 099	35,248.67	13,216.31	234,363.18	5,898.74	5,390.48	12,384.44	306,501.82	480,423.00	173,921.18	63.80%
General Total		010	304,408.94	122,816.30	405,624.56	159,151.46	133,132.69	156,953.09	1,282,087.04	2,338,098.00	1,056,010.96	54.83%
Streets		100	17,328.39	21,781.84	33,492.81	10,201.42	9,629.64	20,749.34	113,183.44	326,053.00	212,869.56	34.71%
Building Code		115	2,476.37	2,000.91	3,841.89	2,015.73	2,056.23	1,295.69	13,686.82	48,590.00	34,903.18	28.17%
Visitor Center		120	2,365.12	634.41	597.81	2,255.57	637.12	667.59	7,157.62	20,689.00	13,531.38	34.60%
Library		130	8,057.56	1,288.47	650.75	366.13	537.52	448.65	11,349.08	17,090.00	5,740.92	66.41%
Criminal Justice		140	-	-	-	142.50	-	-	142.50	1,667.00	1,524.50	8.55%
Local Criminal Justice		145	5,486.00	13,430.45	119.19	7,046.20	67.02	126.04	26,274.90	76,300.00	50,025.10	34.44%
Accumulative Reserve		150	-	-	-	-	-	-	-	-	-	0.00%
CDBG Grant/Home Rehab Proj		160	-	-	-	-	-	-	-	1,000.00	1,000.00	0.00%
DOT Spoils Site		170	7,294.75	10,086.39	2,699.92	5,001.99	2,644.65	9,876.02	37,603.72	126,645.00	89,041.28	29.69%
Public Works Vehicle Replacement		180	-	-	-	-	-	-	-	45,000.00	45,000.00	0.00%
Police Vehicle Replacement		185	-	-	-	-	-	-	-	-	-	0.00%
Drug Enforcement		190	-	-	-	-	-	-	-	-	-	0.00%
Low Income Housing		195	-	-	-	-	-	-	-	-	-	0.00%
Swimming Pool Construction		300	-	-	-	-	-	-	-	-	-	0.00%
REET Construction		310	-	-	-	-	-	-	-	93,600.00	93,600.00	0.00%
Street Construction		320	-	7,599.80	18,559.20	6,186.40	19,796.48	31,074.17	83,216.05	3,790,464.00	3,707,247.95	2.20%
Water/Sewer Operating		400	217,698.48	154,624.16	301,639.27	179,072.20	203,731.88	152,800.49	1,209,566.48	2,235,472.00	1,025,905.52	54.11%
Regional Water System		410	72,160.83	32,044.14	87,595.36	44,048.65	36,249.48	30,346.39	302,444.85	710,186.00	407,741.15	42.59%
Stormwater Management		420	17,636.77	13,376.07	19,170.94	12,678.66	12,253.27	11,821.40	86,937.11	197,139.00	110,201.89	44.10%
Stormwater Capital		425	-	-	-	-	-	-	-	256,500.00	256,500.00	0.00%
Regional Water Capital		430	18.38	525.00	-	18.38	-	-	561.76	135,225.00	134,663.24	0.42%
Muni Water Capital Improvement		435	55,802.02	105,429.10	203,230.80	10,705.45	34,058.74	20,753.78	429,979.89	1,618,200.00	1,188,220.11	26.57%
Water Bond Reserve		440	-	-	-	-	-	-	-	-	-	0.00%
Sewer Bond Reserve		450	-	-	-	-	-	-	-	-	-	0.00%
Sewer Loan Reserve Fund		460	-	-	-	-	-	-	-	-	-	0.00%
Short Lived Asset Reserve Fund		463	-	-	-	-	-	-	-	-	-	0.00%
Emerg Repair/Replace Res Fund		465	-	-	-	-	-	-	-	-	-	0.00%
Muni Sewer Cap Impr Reserve		470	-	-	1,404.08	8,884.18	281.95	4,666.68	15,236.89	118,100.00	102,863.11	12.90%
Boat Launch Facility		475	4,817.52	7,225.03	4,079.49	10,824.94	1,364.24	7,817.48	36,128.70	46,389.00	10,260.30	77.88%
Utility Deposit		631	320.00	283.76	411.60	280.00	640.00	590.00	2,525.36	12,000.00	9,474.64	21.04%
Transportation Benefit District		632	4,837.00	32,000.00	-	-	-	-	36,837.00	279,147.00	242,310.00	13.20%
TBD Capital Project		633	-	-	-	-	-	-	-	-	-	0.00%
State Custodial Pass-Thru Fund		634	903.07	833.20	1,184.31	819.32	1,147.62	2,055.40	6,942.92	24,980.00	18,037.08	27.79%
Totals			721,611.20	525,979.03	1,084,301.98	459,699.18	458,228.53	452,042.21	3,701,862.13	12,518,534.00	8,816,671.87	29.57%

2025 Revenue

<u>Fund</u>	<u>#</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>Total</u>	<u>Budget</u>	<u>Remaining</u>	<u>% Received</u>
General	010	159,050.72	123,861.34	189,789.03	140,906.61	319,284.96	191,361.87	1,124,254.53	2,128,098.00	1,003,843.47	52.83%
Streets	100	3,438.32	3,141.66	127,324.54	2,508.71	2,144.39	8,331.22	146,888.84	314,860.00	167,971.16	46.65%
Building Code	115	4,352.49	301.48	1,306.54	7,994.30	896.95	2,176.76	17,028.52	55,000.00	37,971.48	30.96%
Visitor Center	120	1,598.87	835.27	825.44	765.53	927.34	873.92	5,826.37	17,000.00	11,173.63	34.27%
Library	130	693.75	380.36	508.42	215.99	1,088.99	354.02	3,241.53	2,450.00	(791.53)	132.31%
Criminal Justice	140	1,201.30	109.30	117.87	1,209.16	110.05	97.88	2,845.56	4,451.00	1,605.44	63.93%
Local Criminal Justice	145	5,307.37	6,315.24	5,078.24	4,700.57	5,563.31	5,365.24	32,329.97	58,000.00	25,670.03	55.74%
Accumulative Reserve	150	51.56	49.90	56.38	55.51	51.52	49.56	314.43	-	(314.43)	0.00%
CDBG Grant/Home Rehab Proj	160	532.85	520.38	561.19	555.10	517.51	497.91	3,184.94	-	(3,184.94)	0.00%
DOT Spoils Site	170	180.13	356.54	10,079.44	9,395.57	83,074.54	840.99	103,927.21	93,000.00	(10,927.21)	111.75%
Public Works Vehicle Replacement	180	-	-	45,115.32	113.55	107.72	103.63	45,440.22	45,000.00	(440.22)	100.98%
Police Vehicle Replacement	185	78.58	76.03	10,107.63	105.98	98.35	94.63	10,561.20	10,000.00	(561.20)	105.61%
Drug Enforcement	190	7.37	7.13	7.69	7.57	7.02	6.76	43.54	200.00	156.46	21.77%
Low Income Housing	195	169.43	3,166.33	304.94	184.19	173.28	166.72	4,164.89	3,000.00	(1,164.89)	138.83%
Swimming Pool Construction	300	424.81	413.46	448.44	441.55	412.13	396.53	2,536.92	-	(2,536.92)	0.00%
REET Capital Fund	310	2,619.38	228.11	233.19	996.86	4,764.22	3,445.27	12,287.03	30,000.00	17,712.97	40.96%
Street Construction	320	-	4.75	30,000.00	4,251.79	(2,015.40)	-	32,241.14	3,790,464.00	3,758,222.86	0.85%
Water/Sewer Operating	400	163,565.54	179,772.88	168,735.44	160,303.46	185,333.81	169,942.81	1,027,653.94	2,141,669.00	1,114,015.06	47.98%
Regional Water System	410	30,267.45	88,046.32	62,667.98	60,651.43	33,032.33	88,185.89	362,851.40	710,186.00	347,334.60	51.09%
Stormwater Management	420	13,576.23	13,915.37	14,248.10	15,426.97	14,328.47	12,656.21	84,151.35	174,900.00	90,748.65	48.11%
Stormwater Capital	425	61.39	26.14	105.06	103.45	96.01	92.38	484.43	238,500.00	238,015.57	0.20%
Regional Water Capital	430	3,326.58	327.92	39,726.00	446.61	416.81	401.03	44,644.95	43,225.00	(1,419.95)	103.29%
Muni Water Capital Improvement	435	2,828.78	2,350.03	92,119.59	3,015.19	2,779.55	552,604.48	655,697.62	107,500.00	(548,197.62)	609.95%
Water Bond Reserve	440	540.22	527.50	568.88	562.67	524.53	504.67	3,228.47	-	(3,228.47)	0.00%
Sewer Bond Reserve	450	837.34	817.40	884.07	870.49	810.21	781.79	5,001.30	-	(5,001.30)	0.00%
Sewer Loan Reserve Fund	460	51.56	49.90	53.81	52.99	49.18	47.32	304.76	-	(304.76)	0.00%
Short Lived Asset Reserve Fund	463	122.77	118.81	130.69	128.68	119.42	114.91	735.28	-	(735.28)	0.00%
Muni Sewer Cap Impr Reserve	470	248.00	216.23	50,361.31	2,353.24	313.78	301.90	53,794.46	52,500.00	(1,294.46)	102.47%
Boat Launch Facility	475	850.68	402.92	1,039.31	1,305.60	674.81	665.05	4,938.37	11,600.00	6,661.63	42.57%
Utility Deposit	631	446.27	761.97	827.81	774.47	841.38	673.75	4,325.65	12,000.00	7,674.35	36.05%
Transportation Benefit District	632	13,288.45	15,391.54	15,072.24	11,971.09	14,624.94	14,571.66	84,919.92	150,285.00	65,365.08	56.51%
State Custodial Pass-Through Fund	634	606.07	893.20	1,238.31	853.32	1,205.12	2,077.40	6,873.42	24,980.00	18,106.58	27.52%
Totals		410,324.26	443,385.41	869,642.90	433,228.20	672,357.23	1,057,784.16	3,886,722.16	10,218,868.00	6,332,145.84	38.03%

2025 Expense/Revenue Comparison

Fund	#	Expenses			Revenue			Budget Revenue Less Actual Expenses	% of Budget Expended	Actual Revenue Less Actual Expenses	% of Actual Revenue Expended
		Actuals	Budget	% Expended	Actuals	Budget	% Received				
General Total	010	1,282,087.04	2,338,098.00	54.83%	1,124,254.53	2,128,098.00	52.83%	846,010.96	60.25%	(157,832.51)	114.04%
Streets	100	113,183.44	326,053.00	34.71%	146,888.84	314,860.00	46.65%	201,676.56	35.95%	33,705.40	77.05%
Building Code	115	13,686.82	48,590.00	28.17%	17,028.52	55,000.00	30.96%	41,313.18	24.89%	3,341.70	80.38%
Visitor Center	120	7,157.62	20,689.00	34.60%	5,826.37	17,000.00	34.27%	9,842.38	42.10%	(1,331.25)	122.85%
Library	130	11,349.08	17,090.00	66.41%	3,241.53	2,450.00	132.31%	(8,899.08)	463.23%	(8,107.55)	350.11%
Criminal Justice	140	142.50	1,667.00	8.55%	2,845.56	4,451.00	63.93%	4,308.50	3.20%	2,703.06	5.01%
Local Criminal Justice	145	26,274.90	76,300.00	34.44%	32,329.97	58,000.00	55.74%	31,725.10	45.30%	6,055.07	81.27%
Accumulative Reserve	150	-	-		314.43	-		-		314.43	0.00%
CDBG Grant/Home Rehab Proj	160	-	1,000.00	0.00%	3,184.94	-		-		3,184.94	0.00%
DOT Spoils Site	170	37,603.72	126,645.00	29.69%	103,927.21	93,000.00	111.75%	55,396.28	40.43%	66,323.49	36.18%
Public Works Vehicle Replacement	180	-	45,000.00	0.00%	45,440.22	45,000.00	100.98%	45,000.00	0.00%	45,440.22	0.00%
Police Vehicle Replacement	185	-	-		10,561.20	10,000.00	105.61%	10,000.00	0.00%	10,561.20	0.00%
Drug Enforcement	190	-	-		43.54	200.00	21.77%	200.00	0.00%	43.54	0.00%
Low Income Housing	195	-	-		4,164.89	3,000.00	138.83%	3,000.00	0.00%	4,164.89	0.00%
Swimming Pool Construction	300	-	-		2,536.92	-		-		2,536.92	0.00%
REET Construction	310	-	93,600.00	0.00%	12,287.03	30,000.00	40.96%	30,000.00	0.00%	12,287.03	0.00%
Street Construction	320	83,216.05	3,790,464.00	2.20%	32,241.14	3,790,464.00	0.85%	3,707,247.95	2.20%	(50,974.91)	258.11%
Water/Sewer Operating	400	1,209,566.48	2,235,472.00	54.11%	1,027,653.94	2,141,669.00	47.98%	932,102.52	56.48%	(181,912.54)	117.70%
Regional Water System	410	302,444.85	710,186.00	42.59%	362,851.40	710,186.00	51.09%	407,741.15	42.59%	60,406.55	83.35%
Stormwater Management	420	86,937.11	197,139.00	44.10%	84,151.35	174,900.00	48.11%	87,962.89	49.71%	(2,785.76)	103.31%
Stormwater Capital	425	-	256,500.00	0.00%	484.43	238,500.00	0.20%	238,500.00	0.00%	484.43	0.00%
Regional Water Capital	430	561.76	135,225.00	0.42%	44,644.95	43,225.00	103.29%	42,663.24	1.30%	44,083.19	1.26%
Muni Water Capital Improvement	435	429,979.89	1,618,200.00	26.57%	655,697.62	107,500.00	609.95%	(322,479.89)	399.98%	225,717.73	65.58%
Water Bond Reserve	440	-	-		3,228.47	-		-		3,228.47	0.00%
Sewer Bond Reserve	450	-	-		5,001.30	-		-		5,001.30	0.00%
Sewer Loan Reserve Fund	460	-	-		304.76	-		-		304.76	0.00%
Short Lived Asset Reserve Fund	463	-	-		735.28	-		-		735.28	0.00%
Muni Sewer Cap Impr Reserve	470	15,236.89	118,100.00	12.90%	53,794.46	52,500.00	102.47%	37,263.11	29.02%	38,557.57	28.32%
Boat Launch Facility	475	36,128.70	46,389.00	77.88%	4,938.37	11,600.00	42.57%	(24,528.70)	311.45%	(31,190.33)	731.59%
Utility Deposit	631	2,525.36	12,000.00	21.04%	4,325.65	12,000.00	36.05%	9,474.64	21.04%	1,800.29	58.38%
Transportation Benefit District	632	36,837.00	279,147.00	13.20%	84,919.92	150,285.00	56.51%	113,448.00	24.51%	48,082.92	43.38%
State Custodial Pass-Thru Fund	634	6,942.92	24,980.00	27.79%	6,873.42	24,980.00	27.52%	18,037.08	27.79%	(69.50)	101.01%
		3,701,862.13	12,518,534.00	29.57%	3,886,722.16	10,218,868.00	38.03%	6,517,005.87	36.23%	184,860.03	95.24%

Cash and Investment Activity

Period: 2025 - June
Period Totals

Fund	Cash Balance				Investments					Total Ending Balance
	Beginning	Activity In	Activity Out	Ending	Beginning	Acquired	Activity Interest	Liquidated	Ending	
010 General Fund	\$406,217.63	\$189,505.37	\$290,806.74	\$304,916.26	\$386,331.35	\$133,853.65	\$1,856.50	\$0.00	\$522,041.50	\$826,957.76
011 Petty Cash/Change Fund	\$760.00	\$0.00	\$0.00	\$760.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$760.00
100 Street Fund	\$19,194.16	\$13,825.45	\$20,749.34	\$12,270.27	\$44,773.92	\$0.00	\$139.69	\$5,633.92	\$39,279.69	\$51,549.96
115 Building Code Account Fund	\$32,242.41	\$2,729.83	\$1,295.69	\$33,676.55	\$58,206.10	\$0.00	\$205.03	\$758.10	\$57,653.03	\$91,329.58
120 Visitor Center Fund	\$6,251.33	\$970.33	\$667.59	\$6,554.07	\$10,233.46	\$0.00	\$36.05	\$132.46	\$10,137.05	\$16,691.12
130 Library Fund	\$2,506.56	\$396.64	\$448.65	\$2,454.55	\$4,477.39	\$0.00	\$15.77	\$58.39	\$4,434.77	\$6,889.32
140 Criminal Justice Fund	\$17,712.03	\$383.04	\$0.00	\$18,095.07	\$30,062.05	\$0.00	\$105.89	\$391.05	\$29,776.89	\$47,871.96
145 Local Criminal Justice Fund	\$59,318.18	\$5,020.52	\$2,049.47	\$62,289.23	\$94,664.57	\$1,923.43	\$344.72	\$0.00	\$96,932.72	\$159,221.95
150 Accumulative Reserve Fund	\$8,132.36	\$183.52	\$0.00	\$8,315.88	\$14,071.52	\$0.00	\$49.56	\$183.52	\$13,937.56	\$22,253.44
160 CDBG Grant/Home Rehab Project	\$80,190.11	\$1,841.51	\$0.00	\$82,031.62	\$141,356.51	\$0.00	\$497.91	\$1,841.51	\$140,012.91	\$222,044.53
170 DOT Spoil Site Fund	\$40,123.88	\$2,806.69	\$9,876.02	\$33,054.55	\$73,556.29	\$0.00	\$254.59	\$2,220.29	\$71,590.59	\$104,645.14
180 Public Works Vehicle Replacement	\$16,760.40	\$383.72	\$0.00	\$17,144.12	\$29,422.72	\$0.00	\$103.63	\$383.72	\$29,142.63	\$46,286.75
185 Police Vehicle Replacement Fund	\$15,992.35	\$350.35	\$0.00	\$16,342.70	\$26,864.35	\$0.00	\$94.63	\$350.35	\$26,608.63	\$42,951.33
190 Drug Enforcement Fund	\$1,525.46	\$25.02	\$0.00	\$1,550.48	\$1,919.02	\$0.00	\$6.76	\$25.02	\$1,900.76	\$3,451.24
195 Low Income Housing Fund	\$26,900.08	\$616.28	\$0.00	\$27,516.36	\$47,332.28	\$0.00	\$166.72	\$616.28	\$46,882.72	\$74,399.08
300 Swimming Pool Const Fund, 1987	\$63,944.59	\$1,466.13	\$0.00	\$65,410.72	\$112,573.13	\$0.00	\$396.53	\$1,466.13	\$111,503.53	\$176,914.25
310 REET Capital Fund	\$38,453.32	\$3,219.97	\$4,283.57	\$37,389.72	\$58,845.43	\$4,283.57	\$225.30	\$0.00	\$63,354.30	\$100,744.02
320 Street Construction Capital Fund	(\$19,756.61)	\$1,919.02	\$31,074.17	(\$48,911.76)	\$1,919.02	\$0.00	\$0.00	\$1,919.02	\$0.00	(\$48,911.76)
400 Water/Sewer Operating Fund	\$266,080.68	\$189,253.74	\$152,800.49	\$302,533.93	\$565,426.02	\$0.00	\$1,942.09	\$21,253.02	\$546,115.09	\$848,649.02
410 Regional Water System Fund	\$232,794.28	\$86,565.97	\$52,499.77	\$266,860.48	\$431,745.62	\$22,153.38	\$1,619.92	\$0.00	\$455,518.92	\$722,379.40
420 Stormwater Management Fund	\$9,909.33	\$12,590.88	\$12,218.83	\$10,281.38	\$17,909.57	\$397.43	\$65.33	\$0.00	\$18,372.33	\$28,653.71
425 Stormwater Capital Reserve Fund	\$15,190.42	\$342.01	\$0.00	\$15,532.43	\$26,225.01	\$0.00	\$92.38	\$342.01	\$25,975.38	\$41,507.81
430 Regional Water Capital Improvement	\$64,917.69	\$1,482.81	\$0.00	\$66,400.50	\$113,852.81	\$0.00	\$401.03	\$1,482.81	\$112,771.03	\$179,171.53
435 Muni Water Capital Improvement	\$397,158.73	\$579,458.55	\$20,753.78	\$955,863.50	\$759,231.55	\$0.00	\$2,604.48	\$29,458.55	\$732,377.48	\$1,688,240.98
440 Water Bond Reserve Fund	\$81,344.06	\$1,866.53	\$0.00	\$83,210.59	\$143,275.53	\$0.00	\$504.67	\$1,866.53	\$141,913.67	\$225,124.26
450 Sewer Bond Reserve Fund	\$126,261.92	\$2,251.21	\$0.00	\$128,513.13	\$221,309.21	\$0.00	\$781.79	\$2,251.21	\$219,839.79	\$348,352.92
460 Sewer Loan Reserve Fund	\$8,340.32	\$175.18	\$0.00	\$8,515.50	\$13,432.18	\$0.00	\$47.32	\$175.18	\$13,304.32	\$21,819.82
463 Short Lived Asset Reserve Fund	\$18,797.86	\$424.42	\$0.00	\$19,222.28	\$32,620.42	\$0.00	\$114.91	\$424.42	\$32,310.91	\$51,533.19
470 Muni Sewer Capital Imprv Reserve	\$48,463.53	\$1,116.78	\$4,666.68	\$44,913.63	\$85,709.78	\$0.00	\$301.90	\$1,116.78	\$84,894.90	\$129,808.53
475 Boat Launch Facility Fund	\$5,595.94	\$1,401.81	\$7,817.48	(\$819.73)	\$10,873.81	\$0.00	\$36.05	\$772.81	\$10,137.05	\$9,317.32
631 Utility Deposit Fund	\$31,681.25	\$606.38	\$0.00	\$32,287.63	\$55,007.38	\$0.00	\$193.75	\$716.38	\$54,484.75	\$86,772.38
632 Transportation Benefit District Fund	\$199,385.90	\$14,571.66	\$0.00	\$213,957.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$213,957.56
633 TBD Capital Project Fund	\$3,456.17	\$0.00	\$0.00	\$3,456.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,456.17
634 State Custodial Pass-Thru Fund	\$1,571.57	\$2,077.40	\$2,055.40	\$1,593.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,593.57
	\$2,327,417.89	\$1,119,828.72	\$614,063.67	\$2,833,182.94	\$3,613,228.00	\$162,611.46	\$13,204.90	\$75,839.46	\$3,713,204.90	\$6,546,387.84

1. CALL TO ORDER

Mayor Paul Helenberg called the regular meeting of the Castle Rock City Council to order at 7:32 PM.

a. Pledge of Allegiance

Mayor Helenberg led the Pledge of Allegiance.

b. Roll Call

Councilmembers present: Art Lee, Paul Simonsen, and Ellen Rose. Councilmember Lee Kessler was absent. Councilmember #3 is an unfilled position.

Staff present: Police Chief Charlie Worley, City Attorney Benjamin Goodwin, Public Works Director Dave Vorse, Public Works Senior Operator Tyler Stone, City Engineer Tom Gower, and Clerk-Treasurer Carie Cuttonaro.

c. Changes to Agenda

2. PROCLAMATIONS & PRESENTATIONS

3. CITIZEN COMMENTS - maximum 3 minutes

Mike Lee, 312 5th Ave SW, stated they have an ongoing issue with one of their neighbors with noise and bodily harm threats.

Other neighbors joined in on the conversation.

This is a police matter and is currently being investigated. It was requested for neighbors with proof of their stated experiences to submit that proof, and file anti-harassment and no-contact order requests.

4. DEPARTMENT REPORTS

- City Attorney Nikki Thompson

- Police Chief Charlie Worley

- Public Works Director Dave Vorse

Asst Public Works Director Tyler Stone gave a verbal report.

- City Engineer Tom Gower

- Clerk-Treasurer Carie Cuttonaro

Clerk-Treasurer Carie Cuttonaro gave a verbal report.

5. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers

- CRCDA Representative

6. PUBLIC HEARINGS

7. CONSENT AGENDA

Councilmember Lee made a motion, seconded by Rose, to approve the Consent Agenda as presented. Motion carried by roll call vote. Councilmembers Lee, Simonsen, and Rose voted 'Aye'.

a. June 23, 2025 Regular Council Meeting Minutes

b. June 2025 invoices as described in the Fund Transaction Summary Report in the amount of \$450,511.06.

8. OLD BUSINESS

a. This item was previously tabled at the June 23rd, 2025 meeting and has been updated. Request approval to have specialized engineering and design work completed for installing cathodic protection at the Spirit Lake (504) Reservoir.

Asst Public Works Director Tyler Stone presented.

Councilmember Rose made a motion, seconded by Lee, to approve the specialized engineering and design work for the installation of cathodic protection. Motion carried by roll call vote.

Councilmembers Lee, Kessler, Whalen, Simonsen, and Rose voted 'Aye'.

9. NEW BUSINESS

a. Preliminary Plat for 45 single family residential unit subdivision located in the 8.93 acres residential designated portion of the Landing on the Cowlitz (LOT) Master Plan.

Mayor Helenberg, City Engineer Tom Gower, and Clerk-Treasurer Carie Cuttonaro presented.

Councilmember Lee made a motion, seconded by Rose, to approve the Preliminary Plat with conditions, not including the Park Board recommendations. After further discussion, motion carried by roll call vote. Councilmembers Lee, Simonsen, and Rose voted 'Aye'.

b. Bid Award to Slateco LLC for the 2025 ADA Improvements Project. The total amount is \$291,500.

City Engineer Tom Gower presented.

Councilmember Lee made a motion, seconded by Rose, to approve the Bid Award for the 2025 ADA Improvements Project to Slateco LLC in the amount of \$291,500. Motion carried by roll call vote. Councilmembers Lee, Simonsen, and Rose voted 'Aye'.

c. Authorization No. 2023-003; Amendment No. 1 in the amount of \$64,000; this amendment modifies the original agreement for engineering services executed January 9, 2023 from \$197,500 to \$261,500 for the Carpenter Road Water Pump Station and Powell Road Waterline Extension Project.

City Engineer Tom Gower presented.

Councilmember Lee made a motion, seconded by Rose, to approve Authorization No. 2023-003; Amendment No. 1 in the amount of \$64,000. Motion carried by roll call vote. Councilmembers Lee, Simonsen, and Rose voted 'Aye'.

d. Storage Building Construction Contract with Columbia Groundwork Inc, in an amount not to exceed \$115,000, not including sales tax. Contract is contingent on State of Washington Department of Commerce grant approval.

Mayor Helenberg presented.

Councilmember Rose made a motion, seconded by Lee, to approve the Storage Building Construction Contract with Columbia Groundwork Inc. in the amount of \$115,000 plus sales tax, contingent on grant approval. Motion carried by roll call vote. Councilmembers Lee, Simonsen, and

Rose voted 'Aye'.

e. Striping Proposal with All Stripes LLC for the 2025 Citywide Striping Project. The total amount is \$17,405.50.

Mayor Helenberg presented.

Councilmember Rose made a motion, seconded by Lee, to approve the Striping Proposal with All Stripes LLC for the 2025 Citywide Striping Project in the amount of \$17,405.50. Motion carried by roll call vote. Councilmembers Lee, Simonsen, and Rose voted 'Aye'.

10. OTHER BUSINESS

Added Item

Castle Rock Blooms requests to use City Hall parking lot for the Community Potluck on July 25, 2025 at 6:15 PM.

Councilmember Rose made a motion, seconded by Lee, to approve Castle Rock Blooms request. Motion carried by roll call vote. Councilmembers Lee, Simonsen, and Rose voted 'Aye'.

Commissioner Rick Dahl stated Cowlitz County no longer qualifies as a Rural County, based on population density. This will have an effect on Rural Development funding, taking effect in 2054. The City has been able to utilize these tax dollars, granted by Cowlitz County, to fund several projects.

11. ADJOURNMENT

There being no further business, Mayor Helenberg adjourned the meeting at 8:23 PM.

Mayor Paul Helenberg

Clerk-Treasurer Carie Cuttonaro

PROFESSIONAL SERVICES AGREEMENT FOR INDIGENT DEFENSE SERVICES

This Agreement (“Agreement”) is dated effective this 1st day of January, 2025. The parties (“Parties”) to this Agreement are the City of Castle Rock, a Washington municipal corporation (“City”) and Longview Defenders, PLLC (“Public Defender”).

WHEREAS, the City of Castle Rock provides public defense services within the City pursuant to contract with the Public Defender; and

WHEREAS, in a decision by the Federal Court for the Western District of Washington, the Honorable Robert Lasnik, in a case styled *Wilbur, et al v. Mt. Vernon, et al* (hereinafter the “Decision”) emphasizes the need for the City to provide indigent defense services to misdemeanor clients in municipal and district courts in a manner which fully complies with the City’s obligations under the Sixth and Fourteenth Amendments to the United States Constitution, and

WHEREAS, the Washington Supreme Court has adopted standards regarding the caseload of Public Defenders and the Washington State Office of Public Defense has provided guidance regarding case weighting system, and

WHEREAS, the City desires to enter into an agreement with the Public Defender in compliance with the guidance of the Decision and the current Supreme Court Standards.

NOW THEREFORE,

In consideration of the mutual benefits to be derived and the promises contained herein, the City and the Public Defender have entered into this Agreement.

1. Scope of Services, Standards and Warranties. The Public Defender will provide indigent defense services in misdemeanor cases in accordance with the standards adopted by the Washington State Supreme Court as the same exists or is hereafter amended (hereinafter “Standards”) and the Decision. The Public Defender individually warrants that he/she, and every Public Defender and/or intern employed by, or subcontracted by the Public Defender to perform services under this Agreement, has read and is fully familiar with the provisions of the Standards adopted by the City and the Decision. Compliance with these Standards and the Decision goes to the essence of this Agreement.

1.1 The Public Defender, and every attorney and/or intern performing services under this Agreement shall certify compliance with Supreme Court Rule and governing case load quarterly with the Cowlitz District Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing. The Public Defender and every attorney and/or intern warrants that he/she shall conform to the case load limitations not only with respect to services under this Agreement but also with

respect to his/her practice as a whole, including other contracts for public defense and/or private practice.

1.2 Public Defender will maintain contemporaneous records on a daily basis documenting all work performed on each assigned case. Public Defender will maintain and provide to the City a quarterly report detailing:

1.2.1 the number of cases assigned during the period and the average time spent on each case;

1.2.2 the disposition of cases assigned indicating the number of cases dismissed, the number of cases in which charges were reduced, the number of cases tried, and the number of cases disposed of by plea;

1.2.3 the number of cases in which a motion was brought with the Court as well as cases in which a motion was filed with the prosecutor and a reduced sentence or dismissal was negotiated;

1.2.4 the number of cases in which an investigator was utilized;

1.2.5 the number of cases which were set for trial;

1.2.6 the number and type of criminal cases handled outside of this Agreement (including cases assigned by another public entity); and

1.2.7 the percentage of the Public Defender's practice spent on civil or non-criminal matters.

1.3 The Public Defender further warrants that his/her proposal, reflected in Section 2, Compensation, reflects all infrastructure, support, administrative services, routine investigation, and systems necessary to comply with the Decision and Standards except as provided in Section 2.5 below.

1.4 The Public Defender promises that he/she will promptly notify the City if any circumstance, including change in rule or law, renders it difficult or impossible to provide service in compliance with the Decision and/or the Standards.

1.5 In the event of a conflict of interest or other circumstances occur wherein the Public Defender is unable to represent any certain person, and where that conflict or circumstance involves facts only known to the Public Defender and of which the municipal court would not be reasonably expected to know, it shall be the Public Defender's obligation to notify the City of the conflict or circumstance and to assist the City in arranging for acceptable alternative counsel. The City shall be responsible to compensate such counsel.

2. Compensation. The City shall pay to the Public Defender for services rendered under this Agreement the sum of Two Thousand Dollars (\$2,000.00) per month.

2.1 The compensation amount represents the salary and benefits necessary to provide Public Defense services through the undersigned counsel as supplemented in Section 2.5 below, along with all infrastructure, support, and systems necessary to comply with the Standards and Decision including by way of illustration and not limitation, training, research, secretarial and office facilities. As provided in Section 2.6 and its sub paragraphs below, the parties will periodically review staffing in light of changes in court rule and case load in order to adjust staffing based on experience. The parties believe that they have provided sufficient capacity to ensure that, in all respects and at all times, public defense service will comply with the Standards and Decision with an adequate reserve capacity for each attorney. The Public Defender additionally agrees and promises that he/she will devote his/her full effort to the performance of this Agreement and will undertake no private practice of law or other public contract that would impede his/her ability to perform under this Agreement or reduce the case count available to each Attorney.

2.2 Case Counts. Based upon case counts maintained by Public Defender and reviewed by the City, current estimates for annual case counts for all indigent cases filed by the City is estimated not to exceed two hundred (200) cases per year. As provided in the Supreme Court Standards, the case counts also include the Public Defender's appearance at arraignment calendars and status conferences. The terms "case" and "credit" shall be defined in accordance with the Washington State Supreme Court rule and Washington Office of Public Defense guidelines. The City has adopted an un-weighted case count standard.

2.3 Adjustment; Internal Allocation. As provided in the Standards, case counts may be revised upwards based upon a variety of factors. Upon the Public Defender's request, the City shall review any particular case with the Public Defender to determine whether greater weighting should be assigned, and upward revisions shall not be unreasonably refused. The annual caseload shall be reviewed annually on or about June 30th each year.

2.4 Base Compensation. Except as expressly provided in Section 2.5, the cost of all infrastructure, administrative, support and systems as well as standard overhead services necessary to comply with the established standards are included in the base payment provided in Section 2.1 above.

2.5 Payments in Addition to the Base Compensation. The City shall pay for the following case expenses when reasonably incurred and approved by the Court from funds available for that purpose:

2.5.1 Discovery. Discovery shall be provided in accordance with law and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the defense, prosecuting attorneys making any charge or court files pertaining to the underlying case.

2.5.2 Preauthorized Expenses. Case expenses may be requested by the Public Defender and preauthorized by order of the Court. Such expenses are the atypical or unusual expenses not otherwise performed by the Public Defender's staff, including, but not limited to, the following:

- (i) investigation expenses;
- (ii) medical and psychiatric evaluations;
- (iii) expert witness fees and expenses;
- (iv) interpreters;
- (v) polygraph, forensic and other scientific tests;
- (vi) unusually extensive computerized legal research;
- (vii) expenses to obtain records not otherwise available through discovery, medical, school, birth, DMV, 911 and other typical sources; and
- (viii) any other non-routine expenses the Court finds necessary and proper for the investigation, preparation, and presentation of a case. In the event any expense is found by the Court to be outside of its authority to approve, the Public Defender may apply to the Contract Administrator for approval, such approval not to be unreasonably withheld.

2.5.3 Copying Clients' Files. The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief or habeas corpus attorney's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial; and

2.5.4 Copying Direct Appeal Transcripts under Supreme Court Rules for the Administration of Courts of Limited Jurisdiction RALJ Appeals. The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in post-conviction relief cases. Public Defender is limited to no more than two copies;

2.6 Review and Renegotiation.

2.6.1 Due to Increases or Decreases in Case Load. The City and the Public Defender shall, at the option of either party, renegotiate this Agreement if there is a significant increase or decrease in the number of cases assigned. Significant "decrease" shall mean a change of more than ten percent (10%) in the number of cases assigned. If cases are estimated to approach or exceed two hundred (200) cases per year or fifty (50) cases per quarter, the parties may renegotiate this Agreement to increase case coverage and compensation to Public Defender. At the request of either party, the City and Public Defender will periodically review case assignment trends, requests for additional credits and any other matters needed to determine contract compliance or necessary contract modifications. Public Defender shall promptly notify the City when quarterly caseloads can reasonably be anticipated to require use of overflow or conflict counsel to assure that cases assigned to Public Defender remain within the limits adopted in this Agreement and comply with state and local standards.

2.6.2 Renegotiation Due to Change in Rule or Standard. This Agreement may be renegotiated at the option of either party if the Washington State Supreme Court, the

Washington State Bar or the City significantly modifies the Standards for Indigent Defense adopted pursuant to the Court rule or City Ordinance/Resolution.

3. Term. The term of this agreement shall be from the date of execution for a two (2) year initial term through December 31st, 2026, unless sooner terminated as provided herein. The Agreement may be extended for two (2) additional one (1) year terms at the mutual agreement of the parties, not to exceed four (4) years in total.

3.1 For Cause. This Agreement may be terminated for good cause for violation of any material term of this Agreement. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of court, the ethical obligations established by the Washington State Bar Association, the willful disregard of the rights and best interests of the client, a willful violation of the Standards or the Decision, the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Attorney or any Public Defender providing service under this agreement, has been suspended or revoked. Any violation of the other provisions of this Agreement shall be subject to cure. Written notice of any violation shall be provided to the Public Defender who shall have thirty (30) business days to cure the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this Agreement, the City may agree in writing to alternative corrective measures.

3.2 Termination on Mutual Agreement. The parties may agree in writing to terminate this Agreement at any time. Unless otherwise agreed to in writing, termination or expiration of this Agreement does not affect any existing obligation or liability of either party.

3.3 Termination on Cessation of the Municipal Court. In the event that the City chooses in its sole discretion to terminate its Municipal Court, this Agreement shall expire following one (1) year written notice by the City to the Public Defender.

3.4 Obligations survive Termination. In the event of termination of this Agreement, the following obligations shall survive and continue:

3.4.1 Representation. The compensation established in this Agreement compensates Public Defender for services relating to each and every assigned case. Therefore, in the event this Agreement is terminated, the Public Defender will continue to represent clients on assigned cases until a case is concluded on the trial court level.

3.4.2 The provisions of sections 1 and 5, as well as this subsection 3.4 survive termination as to the Public Defender. The City shall remain bound by the provisions of section 2.5 with respect to additional costs incurred with respect to cases concluded after the termination of this Agreement.

4. Nondiscrimination. Neither the Public Defender nor any person acting on behalf of the Public Defender, shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with

a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this Agreement.

5. Indemnification. The Public Defender agrees to hold harmless and indemnify the City, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Public Defender's fees or awards, and including claims by Public Defender's own employees to which Public Defender might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Public Defender, his/her officers or agents.

It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Public Defender's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver.

The City agrees to hold harmless and indemnify the Public Defender, his/her officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Public Defender's fees or awards, arising out of or in connection with any willful misconduct or negligent error or omission of the City, its officers or agents.

This clause shall survive the termination or expiration of this Agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

6. Insurance. The Public Defender shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the Public Defender, or the agents, representatives, employees, or subcontractors of the Public Defender.

6.1 Minimum Scope of Insurance. The Public Defender shall obtain insurance of the types described below, naming the City as an additional named insured:

6.1.2 Professional Liability (Errors and Omissions) for Public Defender with a minimum limit of liability of \$2,000,000 each claim.

6.1.3 Workers' Compensation per statutory requirements of Washington industrial insurance RCW Title 51.

6.2 Verification of Coverage. Public Defender shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work. Policies shall provide thirty (30) days written notice of cancellation to the City. The Public Defender shall provide the City with proof of insurance for "tail coverage" no later than December 31 of the year of termination of the Agreement. The purpose of "tail coverage" is to provide insurance coverage for all claims that might arise from occurrences during the term of the Agreement or extension(s) thereof, but not filed during the term of the Agreement.

7. Independent Contractor. It is the intention and understanding of the Parties that the Public Defender shall be an independent contractor. The Public Defender or his or her employees or agents performing under this Agreement are not employees or agents of the City. The Public Defender will not hold himself or herself out as nor claim to be an officer or employee of the City. The Public Defender will not make any claim of right, privilege, or benefit which would accrue to an employee under law. The City shall neither be liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Public Defender shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the Public Defender shall not be deemed to convert this Agreement to an employment contract. It is recognized that the Public Defender may or will be performing professional services during the term for other parties and that the City is not the exclusive user of the Public Defender's services; provided, however, that the performance of other professional services shall not conflict with or interfere with the Public Defender's ability to perform the Services.

8. Work Performed by Public Defender. In addition to compliance with the Standards, in the performance of work under this Agreement, Public Defender shall comply with all federal, state and municipal laws, ordinances, rules and regulations which are applicable to Public Defender's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

9. Work Performed at Public Defender's Risk. Public Defender shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the Attorney's own risk, and the Public Defender shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. Public Defender shall also pay its employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

10. Personal Services, no Subcontracting. This Agreement has been entered into in consideration of the Public Defender's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. Therefore, the Public Defender has personally signed this Agreement below to indicate that he/she is bound by its terms. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any subcontract for services under this Agreement shall require the subcontractor attorney or intern to agree to compliance with the standards and warranties required under Section 1 of this Agreement. Any assignment of this Agreement by the Public Defender without the express written consent of the City shall be void.

11. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Public Defender.

12. Entire Agreement; Prior Agreement Superseded. The written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. Upon execution, this Agreement shall supersede any and all prior agreements between the parties.

13. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

CITY (CONTRACT ADMINISTRATOR):

Carie Cuttonaro
141 A Street SW
PO Box 370
Castle Rock, WA 98611
(360)274-8181
ccuttonaro@ci.castle-rock.wa.us

PUBLIC DEFENDER:

Mayrie Grimm
Longview Defenders, PLLC
871 11th Avenue, Suite 2
Longview, WA 98632
(360)501-8092
mgrimm@lvdef.com

14. Non-waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options and the same shall be and remain in full force and effect.

15. Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the Contract Administrator, whose decision shall be final. Provided, however, that any complaint regarding any violation of the Standards or which relate to any manner whatsoever to trial strategy or an ongoing case, shall be referred to the Judge of the City's Municipal/District Court or to the Washington State Bar Association as appropriate. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between the Public Defender and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable attorney's fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in Cowlitz County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20____.

CITY OF CASTLE ROCK

By: _____
Paul Helenberg, Mayor

ATTEST/AUTHENTICATED:

By _____
Carie Cuttonaro, Clerk-Treasurer

APPROVED AS TO FORM:
OFFICE OF CITY ATTORNEY

By: _____
Nikki Thompson, City Attorney

PUBLIC DEFENDER:

LONGVIEW DEFENDERS, PLLC

By: _____
Mayrie Grimm, Owner/Attorney

EXHIBIT A

The undersigned Attorneys hereby personally warrants and certifies that as a condition of their performance of this Agreement on behalf of the Public Defender, they will commit to providing the services under this Agreement in accordance with the Standards set forth in sections 1, 4, and 7, and that the Attorney's personal warranty of that performance shall survive the Agreement in accordance with subsection 3.4 of this Agreement.

ATTORNEY: _____
Print Name

ATTORNEY: _____
Print Name

Review / Authorization

Primary Responsible Department: Finance

Permit No. 2025-0008

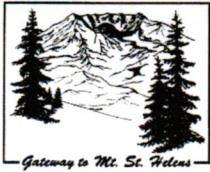
Mt Mania Car Show

Kari Murfitt, 360.749.9878, vicepres.crchamber@gmail.com

Reviewed by: (mark "X" & date upon review)

Comments and Conditions

☒ Finance Carie Cuttonaro, Clerk-Treasurer Date: 7/17/2025	No Issues				
☒ Fire (Cowlitz County Fire District 6) Bill LeMonds, Fire Chief Date: 7/17/2025	No Issues per email				
☒ Police Charlie Worley, Chief Date: 7/21/2025	No issues.				
☐ Public Works / Engineering Dave Vorse, Public Works Director Date:					
☐ Parks					
☐ Streets					
☐ Traffic					
☐ Other					
☐ Building/Planning, if needed	N/A				
Additional Comments: All required documents have been submitted, but please note on the map that the street closure request has changed from previous years. They are wanting to close Front Ave NW from Shintaffer - A St SW and then also close off Jackson by Select as well. I did give a copy of the map to Bredfield's and Select Market showing the closures. I also spoke with the owner of the residence at 118 Jackson St NW and he said he was fine with the closure, as long as he would still be able to access his driveway during the event.					
☐ Approved ☐ Denied	<table style="width: 100%;"> <tr> <td style="width: 60%;">Primary responsible department signature</td> <td style="width: 40%;">Date</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> </table>	Primary responsible department signature	Date		
Primary responsible department signature	Date				



Special Event Permit

Permit No. **2025-0008**

City of Castle Rock | Phone: 360.274.8181 | www.ci.castle-rock.wa.us

Application must be made a minimum of **60 days** prior to event (30 if a prior annual event)

Contact Information

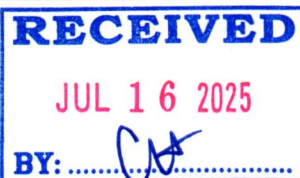
Organization/Sponsor GCR Chamber		Address/City/State/Zip	
Contact Person Kari Murfitt	Phone 360-749-9878	Email vicepres.crchamber@gmail.com	
As contact person, are you authorized by the Organization/Sponsor to act on its behalf? ☒ YES ☐ NO		Address/City/State/Zip (if different from above)	
		Phone	Email
Are there other individuals authorized to act on behalf of the Organization/Sponsor? Jonathan Rodaback Jana Grann		☒ YES ☐ NO	If yes, please provide their name and contact information:

Event Information

Event Name Mt Mania Car Show		Date(s) of event 8/10/25	Estimated # of participants for event 200
Start Time 8:00 AM/PM 2:00	End Time 2:00 AM/PM 5:00	Setup Time 5:00 AM/PM 3:00	Takedown Time 3:00 AM/PM 25
Is this an annual event? ☒ YES ☐ NO* Applicant may be required to collect approval signatures from neighboring or affected residents and/or business owners.			
Have you previously requested a permit for such activity? yes		If yes, approximate date? 8/17/24	
Are participants required to pay a fee? yes		Are participants to make a donation?	
Will this event impede traffic? ☒ YES ☐ NO		Follow traffic, pedestrian and bike laws? ☒ YES ☐ NO	
		Utilize sidewalks only? ☐ YES ☒ NO	
Details of event (Please include a detailed map showing location of event and copies of any proposed brochures, posters, flyers, or mailings you desire to use to advertise this event. Additionally, please identify on the map where volunteers will be placed to assist with this event. Include additional pages if needed to fully explain details.)			

Type of Use

Type of use requested ☐ Parade ☒ Street Closure ☐ Street Sale ☐ Athletic Run/Walk ☐ Block Party ☐ Other	Where is use requested? ☐ Park area*/where? ☐ Park building*/which one? ☐ Private property/where? ☐ Other
*Note: If planning to use a park area or building, please contact the Public Works Department at 360.274.7478 for any additional forms required for the use of a park area or building.	
Please check all that apply to this event: ☒ Requesting closure/impediment of a street or public right-of-way. (Please attach a map and mark location.) ☒ Requesting to erect structure(s)/tent(s). Number and location 3 Bedford's lot ☒ Planning to serve food/drink. If yes, including alcohol beverages? ☐ YES ☒ NO ☒ This event involves political or religious activity intended primarily for the communication or expression of ideas. ☒ Participants will be required to pay a fee. ☐ Participants will be asked to make a donation.	
Permit holders are responsible for cleanup of debris in connection with their activities.	



City Assistance Requested

Public Works Division (example: street closure, signage, signal adjustment, facility availability, additional sanitation/garbage, restrooms) - Explain Street Closure	Police Department (example: traffic, patrol, security) - Explain traffic, patrol
No Parking Signs like last year	Other - Explain

Insurance Information

The City does not maintain insurance that will respond to claims against the applicant arising out of the use of facilities by the applicant, its members, or those attending the event. Depending on the type of event you are planning, and the activity and risk level of your group, you may be required to obtain bodily injury and property damages liability insurance in accordance with City policy, name the City as an additional insured on the policy, and be responsible for obtaining said insurance. After reviewing this application, the City will determine whether you must obtain liability insurance.

Agreement

Depending on the type of event planned, you may be required to defend, indemnify and hold harmless the City, its agents, employees and officials, while acting within the scope of their duties, from all causes of action, demands and claims, including the cost of their defense, arising in favor of the organization, the organization's employees or third parties on account of personal injuries, bodily injuries, death, or damage to property arising out of the acts or omissions of the organization, its employees or representatives, concessionaires of the event or any other person or entity, except for liability caused due to the sole negligence of the City. After reviewing this application, the City will determine whether you must indemnify the City and its agents.

By my signature I state that I am authorized to obligate the above-titled Organization/Sponsor, including financially, for any statements or requests made herein.

Applicant Name (please print) Kari Murfitt	Applicant Signature [Signature]
Organization/Title Greater CR Chambers	Date 6/10/25

Add additional information on separate sheets as needed.

City Use Only

Other permits required in conjunction with this permit:

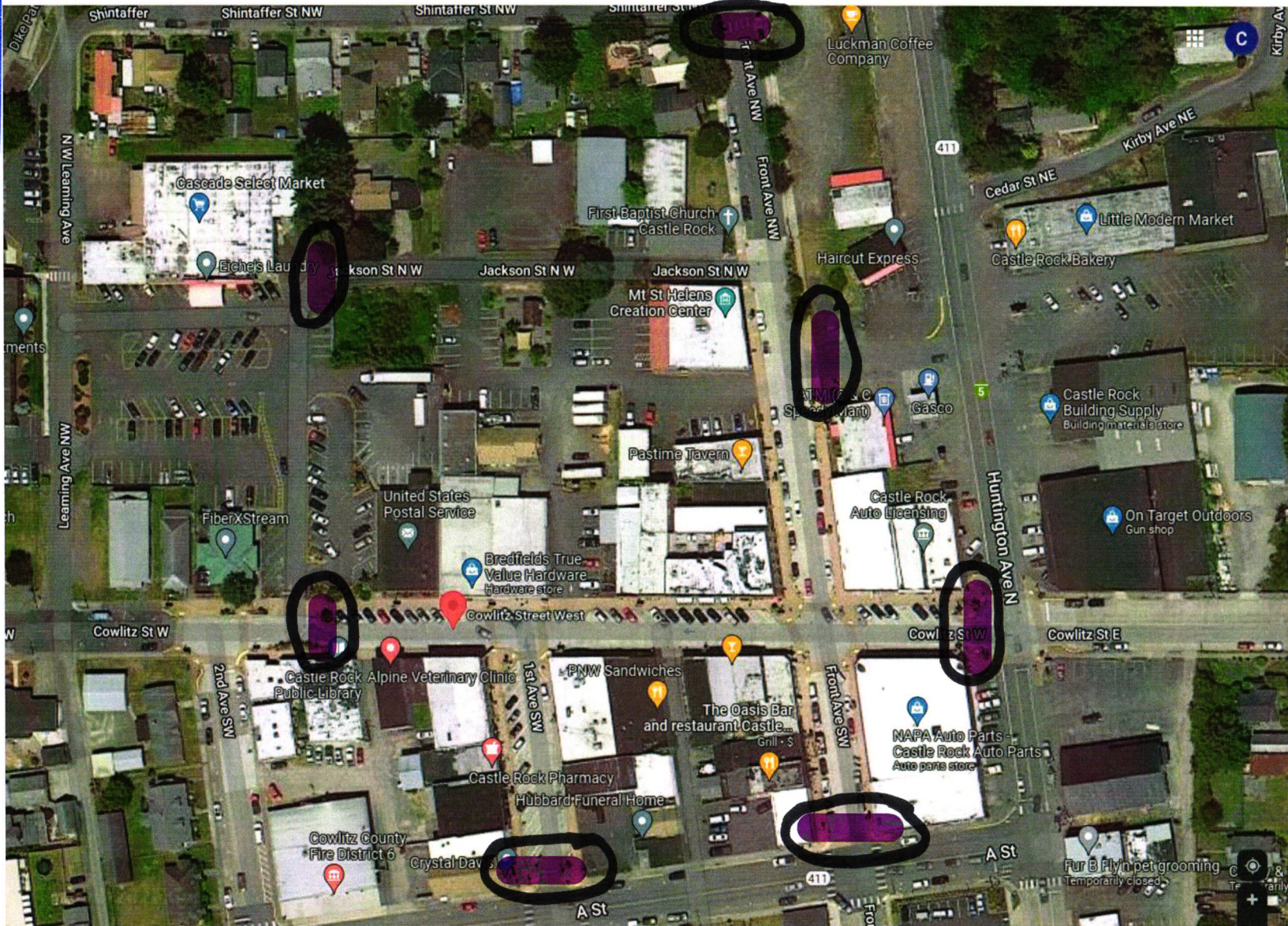
☐ Electrical ☐ Fire, Life & Safety ☐ Parks ☐ Other: _____

Fees/Payments/Refunds

	Fee(s)	Initial(s)	Date(s)
Deposit(s)			
Permit(s)			
Facility Use/Rental(s)			
Admission Tax(es)			
Additional Costs			
TOTAL PAID			
TOTAL REFUND / DUE			

Proof of insurance required? ☐ Yes ☐ No	Bond Required? ☐ Yes ☐ No
---	---

Car Show map 8/16/2025



- Purple lines show where they want the roads blocked off.

Special Event Signature Collection Sheet

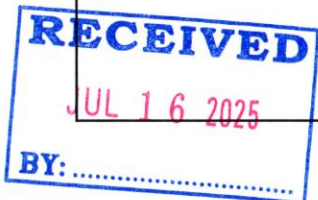
Event: Mt Mania Car Show Date: 8/16/2025 Time: 5:00 Am to 2:00 pm

By signing this paper, I am stating that I am either in favor or against the above listed event. Please write clearly.

Name	Signature	Business/Residence	Address	In Favor	Not in Favor
David Morgan		PT Northwest	51 Cowlitz St W	✓	
Nathan Eiche		Bredfield's	102 Cowlitz St W		
Cynthia Raddeff		Fire Mountain Travel	115 1st Ave SW		
Jana Gann		Knotty Stitches	105 Cowlitz St W	✓	
Spoke to Ron on the phone. He is OK as long as he can access his driveway.		Ron Crevling	118 Jackson St NW		
AMITA KONIDOLA		Select Market	204 G-D Cowlitz St W		

Parking lot yes

4m



Special Event Signature Collection Sheet

Event: Mt Maria Car Show Date: 8/16/2025 Time: 5⁰⁰ am to 2⁰⁰ pm

By signing this paper, I am stating that I am either in favor or against the above listed event. Please write clearly.

Name	Signature	Business/Residence	Address	In Favor	Not in Favor
Kari Gott		RiverRidge Real Estate	101 Front Ave SW		
		Ashtown Brewing North	21 Cowlitz St W		
Matisyn Chapman		Parwell Farms	32 Cowlitz St W	✓	
		Jupiter Lighting	38 Cowlitz St W		
Tara Bell		Bonny Blooms	41 A Cowlitz St W	✓	
Tue Ngo		Shayla Nails	41 B Cowlitz St W		
		Business & Tax Services	47 Cowlitz St W		

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JUL 16 2025

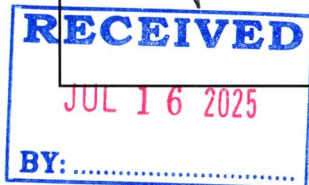
BY:

Special Event Signature Collection Sheet

Event: Mt Mania Car Show Date: 8/16/2025 Time: 5⁰⁰ Am to 2⁰⁰ pm

By signing this paper, I am stating that I am either in favor or against the above listed event. Please write clearly.

Name	Signature	Business/Residence	Address	In Favor	Not in Favor
Jill Roubach	Jill Roubach	CR Pharmacy	117 1st Ave SW	X	
Karim Murfitt	Kellur Mitt	Greener Future Electric & Be the Light	6 Cowlitz St W	X	
Patrick LeDane	Pat YK	Napa	105 Huntington Ave N	X	
Jennifer Engkras	Jennifer Engkras	Vault Books & Brew	20 Cowlitz St W	X	
Brenda Bish	Brenda Bish	Legally Blonde	132 Front Ave SW	X	
Alyson Hackett	Alyson Hackett	Oasis	123 Front St SW	X	
Wayne McPherson	Wayne	Blue Flamingo	109 Front Ave SW	X	



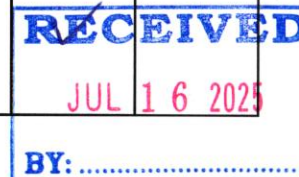
Special Event Signature Collection Sheet

Event: Mt Mania Car Show Date: 8/16/2025 Time: 5⁰⁰ am to 2⁰⁰ pm

By signing this paper, I am stating that I am either in favor or against the above listed event. Please write clearly.

Name	Signature	Business/Residence	Address	In Favor	Not in Favor
		Richard Moore	239 Front Ave NW		
Andrea Potter	Celina spoke to Andrea on the phone regarding the street closure	Patricia Potter	231 Front Ave NW		
Ben	Celina spoke to Ben over the phone regarding the street closure. He asked to have Dave bring a copy of map.	First Baptist Church	211 Front Ave NW		
William Hoesch	William A Hoar	Mt St Helens Creation Center	147 Front Ave NW	✓	
Judy Meek	Judy Meek for Sharon	Pastime Saloon	127 Front Ave NW	✓	
SUPANAW LAFRENEZ		Tasty Thai	123 Front Ave NW		
AMY CLAYPOOL	AMY CLAYPOOL	Castle Rock Auto Licensing	2 Cowlitz St W		

4m

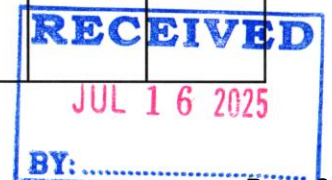


Special Event Signature Collection Sheet

Event: Mt Maria Car Show Date: 8/16/25 Time: 8⁰⁰A to 2⁰⁰P

By signing this paper, I am stating that I am either in favor or against the above listed event. Please write clearly.

Name	Signature	Business	Address	In Favor	Not in Favor
Kim Lake	<i>Kim Lake</i>	Kim's Unique Boutique	23 Cowditz	X	
		Farmer's			





WAIVER of LIABILITY

HOLD HARMLESS - Applicant shall defend, indemnify and hold harmless the City of Castle Rock, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the acts or omissions of the applicant, its employees, volunteers, representatives or vendors, or from any activity, work or thing done, permitted, or suffered by applicant, participant, or member of the public, related to the permitted activity, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Castle Rock.

Organization: Greater Castle Rock Chamber

Title of Event: Mt Maria Car Show

Date of Event: 8/16/25

Phone Number: 360-749-9878

Name of Applicant (please print): Kari Murfitt

Signature of Applicant: K Murfitt

Date Signed: 8/1/25





CERTIFICATE OF LIABILITY INSURANCE

Fax: (360)274-4876

DATE (MM/DD/YYYY)

07/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Nicholson & Associates Insurance, LLC PO Box 310 Castle Rock, WA 98611		CONTACT NAME: Erin Brunelle PHONE (A/C, No, Ext): (360)274-6991 E-MAIL ADDRESS: erin@nichinsure.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Ohio Security Insurance Company	
		INSURER B : The Ohio Casualty Insurance Company	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 00122012-0

REVISION NUMBER: 34

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

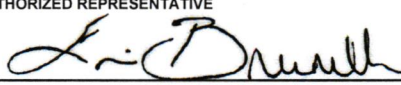
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		BLS63956500	10/11/2024	10/11/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000	Y		USO63956500	10/11/2024	10/11/2025	EACH OCCURRENCE \$ AGGREGATE \$ PC Oper Aggr \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	BLS63956500	10/11/2024	10/11/2025	☒ PER STATUTE ☐ OTH-ER \$ WASTpGap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Mountain Mania Car Show - August 16, 2025

Certificate Holder is included as additional insured, as their interest may appear, when required by written contract, subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

City of Castle Rock P. O. Box 370 Castle Rock, WA 98611	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (NEB)
--	--

RECEIVED

JUL 16 2025

BY: