



CASTLE ROCK CITY COUNCIL AGENDA

Regular Meeting: Monday, August 25, 2025
7:30 PM

Location

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

AGENDA

To join this meeting from your computer, tablet or smartphone: <https://global.gotomeeting.com/join/201632365>

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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 / Assistant Public Works Director Tyler Stone
- City Engineer Tom Gower
- Clerk-Treasurer Carie Cuttonaro

5. COUNCIL AND AD HOC COMMITTEE REPORTS

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

6. PUBLIC HEARINGS

7. CONSENT AGENDA

- a. Invoices from July 2025 in the amount of \$47,128.02 as shown in the Vendor Detail Activity Report that were not included in July closeout. Requesting release of payments prior to August closeout. (page 4-9)

8. OLD BUSINESS

9. NEW BUSINESS

- a. Interlocal Agreement with Cowlitz County, City of Kalama, City of Kelso, City of Longview, and City of Woodland to share costs related to a Request for Proposal for Animal Control Services. Shared cost is 5% of total. (page 10-21)
- b. Interlocal Agreement with Cowlitz County for Participation in the Spillman Records Management System - Cost Share Agreement for January 1, 2026 - December 31, 2027, in the total amount of \$19,912. (page 22-32)

- c. Ordinance No. 2025-11, an ordinance of the City of Castle Rock amending the Official Zoning Map and Comprehensive Plan Future Land Use Map by rezoning and redesignation of Parcels 30298 and 30297, addressed at 341 & 333 A Street SW, Castle Rock, WA from High Density Residential to Retail Commercial zoning and High Density Residential to Downtown Commercial Future Land Use designation. (page 33-37)
- d. Ordinance No. 2025-12, an ordinance of the City of Castle Rock amending the Official Zoning Map and Comprehensive Plan Future Land Use Map by rezoning and redesignation of portions of Parcel 309100100 and 308980100, Castle Rock, WA rezone Mixed Use Commercial (MX) to Low Density Residential (R-1); and redesignation of Mixed Use Commercial to Low Density Residential Future Land Use designation. (page 38-43)
- e. Interfund Loan Request - \$45,000 from the Swimming Pool Construction Fund for the purchase of a replacement pump in the North Storm Pump Station. (page 44-46)
- f. Ordinance No. 2025-13, an ordinance amending the budgetary appropriations and authorizing an interfund loan for fiscal year ending December 31, 2025 for the City of Castle Rock, Washington for the Stormwater Capital Reserve and Swimming Pool Construction Funds. (page 47-48)
- g. Memorandum of Understanding between the Castle Rock School District and Castle Rock Police Department to share resources, equipment, facilities, information, video, and any other mutually agreed-upon items to support the safety, security, and educational environment of the District, for a three-year term, and authorization for Police Chief Charlie Worley to sign. (page 49-50)
- h. Request to approve out-of-state travel for Public Works Director Dave Vorse, Assistant Public Works Director Tyler Stone, and Treatment Plant Operator Lucas Richardson to attend America in Bloom Symposium in Rochester, Michigan, September 24 - September 28, 2025. Travel is included in the 2025 budget.

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT REGULAR COUNCIL MEETINGS:

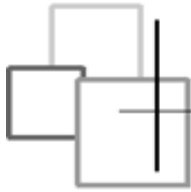
<u>3Q25</u>	<u>4Q25</u>	<u>1Q26</u>	<u>2Q26</u>
July 14	October 13	January 12	April 13
July 28	October 27	January 26	April 27
August 11	November 10	February 09	May 11
August 25	November 24	February 23	Tuesday, May 26
September 08	December 08	March 09	June 08
September 22	December 22	March 23	June 22

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.



Vendor Detail Activity

Fiscal: 2025

Starting Period: 2025 - Aug

System Types: Financials

Transaction Types: Invoice

Vendor: 4 Corners Farm and Garden, Inc, ALS Group USA, Corp., Cascade Columbia Distribution Co., Cascade Select Market, Castle Rock Brake & Alignment, Castle Rock Building Supply, Columbia Groundwork Inc, Culligan - Seattle, Day Wireless Systems, H.D. Fowler Company, J.L. Storedahl & Sons, Inc., Lower Columbia Occupational Health, Vestis Services, LLC

Vendor Group: None

Reference	Period	Amount	Number
4 Corners Farm and Garden, Inc			
Invoice			
<u>808234</u>	2025 - Aug - Sep - City Council	\$62.03	
	Gateway Park		
010-000-060-576-80-35-00	Small Tools & Minor Equipment	\$62.03	
<u>809647</u>	2025 - Aug - Sep - City Council	\$36.66	
	Trailer		
400-000-010-534-80-35-00	Small Tools & Minor Equipment	\$36.66	
Total Invoice		2	\$98.69
Total 4 Corners Farm and Garden, Inc		2	\$98.69
ALS Group USA, Corp.			
Invoice			
<u>36-51-687968-0</u>	2025 - Aug - Sep - City Council	\$287.00	
	36-51-687968-0		
400-000-010-534-80-46-00	SDWA Lab Samples	\$216.66	
410-000-000-534-10-41-00	Professional Services	\$70.34	
Total Invoice		1	\$287.00
Total ALS Group USA, Corp.		1	\$287.00

Reference	Period	Amount	Number
Cascade Columbia Distribution Co.			
Invoice			
<u>930810</u>	2025 - Aug - Sep - City Council 930810	\$604.24	
410-000-000-534-90-31-00	Office and Operating Supplies	\$604.24	
Total Invoice	1	\$604.24	
Total Cascade Columbia Distribution Co.	1	\$604.24	
Cascade Select Market			
Invoice			
<u>007000040716</u>	2025 - Aug - Sep - City Council Water	\$26.92	
400-000-010-534-80-31-00	Office and Operating Supplies	\$26.92	
<u>007000060748</u>	2025 - Aug - Sep - City Council Water	\$9.26	
400-000-010-534-80-31-00	Office and Operating Supplies	\$9.26	
<u>007000070716</u>	2025 - Aug - Sep - City Council WWTP Labs	\$19.36	
400-000-020-535-80-31-00	Office and Operating Supplies	\$19.36	
<u>007000161005</u>	2025 - Aug - Sep - City Council Water	\$32.31	
400-000-010-534-80-31-00	Office and Operating Supplies	\$32.31	
<u>007000331214</u>	2025 - Aug - Sep - City Council Water	\$16.15	
400-000-010-534-80-31-00	Office and Operating Supplies	\$16.15	
<u>007000431347</u>	2025 - Aug - Sep - City Council Water	\$32.31	
400-000-010-534-80-31-00	Office and Operating Supplies	\$32.31	
<u>007000581414</u>	2025 - Aug - Sep - City Council Water	\$21.53	
400-000-010-534-80-31-00	Office and Operating Supplies	\$21.53	
<u>007000681444</u>	2025 - Aug - Sep - City Council Water	\$26.92	
400-000-010-534-80-31-00	Office and Operating Supplies	\$26.92	
Total Invoice	8	\$184.76	
Total Cascade Select Market	8	\$184.76	

Reference	Period	Amount	Number
Castle Rock Brake & Alignment			
Invoice			
<u>8486</u>	2025 - Aug - Sep - City Council	\$215.80	
400-000-020-535-51-48-00	1989 Dodge D350		
	Vehicle Repair & Maintenance	\$215.80	
<u>8534</u>	2025 - Aug - Sep - City Council	\$26.75	
170-000-000-576-80-35-00	Mower		
	Small Tools & Minor Equipment	\$26.75	
Total Invoice	2	\$242.55	
Total Castle Rock Brake & Alignment	2	\$242.55	
Castle Rock Building Supply			
Invoice			
<u>268348</u>	2025 - Aug - Sep - City Council	\$53.14	
400-000-010-534-80-31-00	Shop		
	Office and Operating Supplies	\$53.14	
<u>268381</u>	2025 - Aug - Sep - City Council	\$74.97	
400-000-020-594-35-63-00	School/Swanson/Gould Sewer		
	Improvements Other Than Buildings	\$74.97	
<u>268443</u>	2025 - Aug - Sep - City Council	\$129.26	
400-000-020-594-35-63-00	School/Swanson/Gould Sewer		
	Improvements Other Than Buildings	\$129.26	
<u>268694</u>	2025 - Aug - Sep - City Council	\$71.19	
320-000-000-595-30-63-01	Chip Seal		
	City-Wide Res St Proj-Construction	\$71.19	
<u>268905</u>	2025 - Aug - Sep - City Council	\$9.73	
400-000-010-534-80-31-00	Tools		
	Office and Operating Supplies	\$9.73	
Total Invoice	5	\$338.29	
Total Castle Rock Building Supply	5	\$338.29	
Columbia Groundwork Inc			
Invoice			
<u>2507-3107-4081</u>	2025 - Aug - Sep - City Council	\$6,194.58	
010-000-040-594-14-31-01	Impound Garage		
435-000-000-594-34-63-06	Impound Garage	\$3,097.29	
470-000-000-594-35-63-05	Impound Garage / Pipe Storage	\$1,548.64	
	Impound Garage / Pipe Storage	\$1,548.65	

Reference	Period	Amount	Number
Columbia Groundwork Inc			
Invoice			
<u>2508-1309-4624</u>	2025 - Aug - Sep - City Council	\$33,643.94	
010-000-040-594-14-31-01	Impound Garage		
435-000-000-594-34-63-06	Impound Garage	\$16,821.97	
470-000-000-594-35-63-05	Impound Garage / Pipe Storage	\$8,410.98	
	Impound Garage / Pipe Storage	\$8,410.99	
Total Invoice	2	\$39,838.52	
Total Columbia Groundwork Inc	2	\$39,838.52	
Culligan - Seattle			
Invoice			
<u>2004952</u>	2025 - Aug - Sep - City Council	\$31.72	
010-000-040-521-10-45-00	Police		
	Short-Term - Operating Rentals and Leases & Images	\$31.72	
Total Invoice	1	\$31.72	
Total Culligan - Seattle	1	\$31.72	
Day Wireless Systems			
Invoice			
<u>INV880901</u>	2025 - Aug - Sep - City Council	\$108.20	
010-000-040-521-51-48-00	MDT Power Supply		
	Vehicle Repair & Maintenance	\$108.20	
Total Invoice	1	\$108.20	
Total Day Wireless Systems	1	\$108.20	
H.D. Fowler Company			
Invoice			
<u>I7083014</u>	2025 - Aug - Sep - City Council	\$232.97	
400-000-010-534-80-35-00	I7083014		
	Small Tools & Minor Equipment	\$232.97	
Total Invoice	1	\$232.97	
Total H.D. Fowler Company	1	\$232.97	
J.L. Storedahl & Sons, Inc.			
Invoice			
<u>608601</u>	2025 - Aug - Sep - City Council	\$158.64	
010-000-040-594-14-31-01	Impound Garage		
435-000-000-594-34-63-06	Impound Garage	\$79.32	
470-000-000-594-35-63-05	Impound Garage / Pipe Storage	\$39.66	
	Impound Garage / Pipe Storage	\$39.66	

Reference	Period	Amount	Number
J.L. Storedahl & Sons, Inc.			
Invoice			
<u>608602</u>	2025 - Aug - Sep - City Council	\$672.05	
	Impound Garage		
010-000-040-594-14-31-01	Impound Garage	\$336.03	
435-000-000-594-34-63-06	Impound Garage / Pipe Storage	\$168.01	
470-000-000-594-35-63-05	Impound Garage / Pipe Storage	\$168.01	
<u>608603</u>	2025 - Aug - Sep - City Council	\$1,401.05	
	Impound Garage		
010-000-040-594-14-31-01	Impound Garage	\$700.53	
435-000-000-594-34-63-06	Impound Garage / Pipe Storage	\$350.26	
470-000-000-594-35-63-05	Impound Garage / Pipe Storage	\$350.26	
<u>608710</u>	2025 - Aug - Sep - City Council	\$966.83	
	Impound Garage		
010-000-040-594-14-31-01	Impound Garage	\$483.41	
435-000-000-594-34-63-06	Impound Garage / Pipe Storage	\$241.71	
470-000-000-594-35-63-05	Impound Garage / Pipe Storage	\$241.71	
<u>608809</u>	2025 - Aug - Sep - City Council	\$141.09	
	Impound Garage		
010-000-040-594-14-31-01	Impound Garage	\$70.55	
435-000-000-594-34-63-06	Impound Garage / Pipe Storage	\$35.27	
470-000-000-594-35-63-05	Impound Garage / Pipe Storage	\$35.27	
<u>608922</u>	2025 - Aug - Sep - City Council	\$824.77	
	Impound Garage		
010-000-040-594-14-31-01	Impound Garage	\$412.39	
435-000-000-594-34-63-06	Impound Garage / Pipe Storage	\$206.19	
470-000-000-594-35-63-05	Impound Garage / Pipe Storage	\$206.19	
<u>609035</u>	2025 - Aug - Sep - City Council	\$826.27	
	Impound Garage		
010-000-040-594-14-31-01	Impound Garage	\$413.13	
435-000-000-594-34-63-06	Impound Garage / Pipe Storage	\$206.57	
470-000-000-594-35-63-05	Impound Garage / Pipe Storage	\$206.57	
Total Invoice	7	\$4,990.70	
Total J.L. Storedahl & Sons, Inc.	7	\$4,990.70	
Lower Columbia Occupational Health			
Invoice			
<u>2025-03668</u>	2025 - Aug - Sep - City Council	\$138.00	
	Rapid Panels/Drug Screen DOT		
400-000-010-534-10-29-00	CDL, Drug, Alcohol Testing	\$52.90	

Reference	Period	Amount	Number
Lower Columbia Occupational Health			
Invoice			
400-000-020-535-10-29-00	CDL, Drug, Alcohol Testing	\$62.10	
410-000-000-534-10-29-00	CDL, Drug, Alcohol Testing	\$18.40	
420-000-000-531-10-29-00	CDL, Drug, Alcohol Testing	\$4.60	
Total Invoice	1	\$138.00	
Total Lower Columbia Occupational Health	1	\$138.00	
Vestis Services, LLC			
Invoice			
<u>5291714124</u>	2025 - Aug - Sep - City Council Service Date 6/5/2025	\$16.19	
100-000-100-543-30-45-00	Short-Term - Operating Rentals & Leases	\$4.05	
400-000-020-535-80-45-00	Short-Term - Operating Rentals and Leases	\$8.09	
410-000-000-534-90-45-00	Short-Term - Operating Rentals and Leases	\$4.05	
<u>5291747217</u>	2025 - Aug - Sep - City Council Service Date 7/31/2025	\$16.19	
100-000-100-543-30-45-00	Short-Term - Operating Rentals & Leases	\$4.05	
400-000-020-535-80-45-00	Short-Term - Operating Rentals and Leases	\$8.09	
410-000-000-534-90-45-00	Short-Term - Operating Rentals and Leases	\$4.05	
Total Invoice	2	\$32.38	
Total Vestis Services, LLC	2	\$32.38	
Grand Total	34	\$47,128.02	

**INTERLOCAL AGREEMENT
BY AND BETWEEN COWLITZ COUNTY AND
THE CITIES OF CASTLE ROCK, KALAMA, KELSO,
LONGVIEW, AND WOODLAND,
FOR JOINT PROCUREMENT AND CONTRACTING
OF ANIMAL SHELTERING AND ANIMAL CONTROL SERVICES**

This Interlocal Agreement (“Agreement”) is entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, by and between Cowlitz County, a Washington municipal corporation and legal subdivision of the State of Washington, the City of Castle Rock, a Washington municipal corporation, the City of Kalama, a Washington municipal corporation, the City of Kelso, a Washington municipal corporation, the City of Longview, a Washington municipal corporation, and the City of Woodland, a Washington municipal corporation, each referred to herein as a “Party” and collectively referred to as the “Parties”.

WHEREAS, the provision of animal control and sheltering services protects and preserves public health and safety through the promotion of responsible animal welfare; and

WHEREAS, providing these services on a regional basis provides enhanced coordination and efficient utilization of resources through economies of scale, as well as consistency of regulations across jurisdictional boundaries to the benefit of the regulatory agencies and the public; and

WHEREAS, the Parties have a shared goal of maintaining and expanding a regional model for animal control services and sheltering, and desire to jointly solicit and contract with a qualified provider for these services; and

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits the Parties, as local governments, to enter into interlocal agreements with other public agencies in the interest of cooperatively sharing resources, including cooperation for the purpose of joint procurement of goods and services; and

WHEREAS, the Parties acknowledge they are subject to public procurement requirements for these services, and that joint procurement for these services may result in a reduction in the overall costs, including but not limited to work developing a request for proposals, publication fees, and associated administrative work; and

WHEREAS, the Parties hereto commit to the duties and obligations set forth herein to facilitate the cooperative procurement of these services, with the stated intent of entering into a joint agreement with a qualified provider for these services, subject to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained in this Agreement, the Parties agree as follows:

1. PURPOSE: The purpose of this Agreement is to establish the terms for a cooperative framework by which the Parties will jointly solicit proposals and develop a joint agreement with a qualified provider for the regional provision of animal sheltering services and animal control services.
2. ADMINISTRATION: No new or separate legal or administrative entity is created to administer the provisions of this agreement. The City of Longview shall administer this Agreement, in conjunction with the joint Negotiation Board (JNB), as set forth herein, and undertake the administrative duties set forth herein.
3. SCOPE OF WORK AUTHORIZED UNDER THIS AGREEMENT: The Parties jointly authorize the following:

A. JOINT NEGOTIATION BOARD (“JNB”)

The Parties shall each appoint one representative to participate on a joint negotiation board (“JNB”). Each Party represents that its representative on the JNB will have delegated authority for execution of the activities of the JNB, as set forth herein. The JNB is authorized to develop administrative rules for the administration of these tasks, provided the JNB shall operate by consensus.

The Parties hereby agree that legislative oversight by their respective local governments shall not be required for JNB decisions on the following actions, except where otherwise required by law or as expressly provided herein.

All costs associated with the work of the JNB, including but not limited to costs for the development, publication/advertisement, and review of the procurement materials and submittals, shall be equally borne by the Parties. The City of Longview shall invoice each Party for these costs as they arise, and all invoices shall be paid to the City within thirty (30) days of issuance.

B. REQUEST FOR PROPOSAL

The JNB shall be responsible for the development and publication of a joint Request for Proposals (RFP) for professional services. The Parties agree the RFP shall include, unless otherwise agreed to by the JNB, the following terms:

(i) A call for proposals from qualified and experienced individuals or firms to serve as a consultant for the Parties for animal sheltering services including but not limited to oversight and operation of animal shelter(s), intake housing, and care of sheltered animals, and compliance with state and local animal welfare regulations, with the optional add-on of animal control services, including but not limited to enforcement of local animal ordinances, response for stray or dangerous animals, animal pickup and transport, and related support services.

The inclusion of the optional service shall be clearly identified in the RFP as separate and distinct from the core sheltering services, and shall be proposed, priced, and evaluated independently.

(ii) The Parties shall not be obligated to accept or contract for any such services, including optional animal control services, unless mutually agreed upon in writing following the RFP evaluation process, as set forth herein.

(iii) Each proposal will be evaluated based on: Qualifications and experience of the proposer; Understanding of local animal service needs; Cost effectiveness and clarity of pricing; Innovation and best practices in animal welfare and control; Ability to work collaboratively with public agencies and the community. Sheltering and control service proposals will be evaluated and scored independently, and the selection of one does not obligate the Parties' acceptance of the other.

(iv) The City of Longview shall serve as the Contract Administrator for purposes of procurement coordination, contract execution, and oversight, unless otherwise agreed by the JNB. The Parties intend for the Contract Administrator to invoice each Party based on the agreed-upon percentages and remit payment to the selected service provider.

Unless otherwise agreed by the JNB, the above terms shall be incorporated into the Interlocal Agreement for services with the selected vendor.

C. EVALUATION OF SUBMITTALS

The JNB shall be responsible for reviewing the submitted responses to the RFP, including but not limited to the development of evaluation criteria, consistent with state law, composition of interview panel(s), and all other tasks associated with evaluating submittals and selecting a preferred vendor, consistent with all applicable laws and regulations.

D. DEVELOPMENT OF INTERLOCAL AGREEMENT FOR SERVICES

The Parties commit to jointly drafting an Interlocal Agreement for performance of the jointly procured services and negotiating said terms with the selected vendor, provided all such negotiations shall be conditioned that the execution of a future Interlocal Agreement is subject to review and authorization of the governing body of each Party. The JNB is authorized to prepare a draft Interlocal Agreement for review and consideration by each Party, provided the draft Interlocal Agreement shall include the following terms, unless otherwise agreed to by the JNB:

(i) Budget Authority.

The annual cost of the animal sheltering (and, if applicable, animal control) contract shall be shared by the Parties in the following proportions:

- City of Longview: 38%
- Cowlitz County: 32%
- City of Kelso: 11.5%
- City of Woodland: 8.5%
- City of Castle Rock: 5%
- City of Kalama: 5%

4. DURATION OF AGREEMENT: The terms of this Agreement shall take effect upon signature by all Parties and remain in effect until the execution of an Interlocal Agreement between the Parties and selected service provider, or December 31, 2026, whichever occurs first, unless earlier terminated pursuant to the terms of this Agreement or extended by written agreement of the Parties.
5. TERMINATION: Any Party may withdraw from this Agreement with 60 days' written notice to the other Parties, provided that such withdrawal shall not relieve the withdrawing Party of all financial obligations incurred prior to withdrawal.
6. RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED: Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party where directed by their legislative body and shall not bind or otherwise obligate any other Party to participate in the activity.
7. COMPLIANCE WITH LEGAL REQUIREMENT: Each Party accepts responsibility for compliance with federal, state or local laws and regulations in its performance of its duties under this Agreement including, in particular, bidding requirements applicable to its

acquisition of goods and services, and no party shall hold harmless or otherwise indemnify another Party related to the joint efforts described herein.

8. **NOTICING / REPRESENTATIVES:** All written notices, reports, and correspondence required or allowed by this Agreement shall be sent to the following:

Cowlitz County:

City of Longview:

City of Kalama:

City of Kelso:

City of Castle Rock:

City of Woodland:

9. **FILING:** Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington or posted on each Party's website prior to this agreement becoming effective.
10. **NON-DELEGATION/NON-ASSIGNMENT:** No Party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. No party may assign this agreement without the written consent of the other parties.
11. **NON-DISCRIMINATION POLICY:** The Parties agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or veteran status, or the presence of any physical, mental, or sensory handicap.
12. **INDEPENDENT CONTRACTORS/NO JOINT PROPERTY:** In exercising the rights and responsibilities under this Agreement, the Parties are acting as independent contractors and none of its officers, agents, nor employees are employees of the other Parties for any purpose. No real or personal property will be jointly acquired by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.
13. **GOVERNING LAW/VENUE:** The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and in the event of dispute, the venue for any action brought hereunder shall be in Cowlitz County Superior Court.

14. **PUBLIC RECORDS:** Each Party is a public agency subject to Chapter 42.56 RCW, the Washington Public Records Act. All records prepared, owned, used, or retained by any Party in performance of this Agreement, including a copy of this Agreement, are the sole responsibility of that Party, and all requests for said records shall be handled by that Party pursuant to Chapter 42.56 RCW.
15. **WITHDRAWAL.** Any Party may withdraw from this Agreement with 60 days' written notice to the other Parties, provided that such withdrawal shall not relieve the withdrawing Party of its financial obligations incurred prior to withdrawal. When only two parties remain due to the withdrawal of parties, either remaining party may terminate this Agreement upon 60 days' written notice to the other Party.
16. **AMENDMENTS:** This Agreement may be amended only by written agreement of all Parties.
17. **COUNTERPARTS :** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates below:

CITY OF LONGVIEW

By: _____

Title: _____

Date: _____

COWLITZ COUNTY

By: _____

Title: _____

Date: _____

CITY OF KELSO

By: _____

Title: _____

Date: _____

CITY OF CASTLE ROCK

By: _____

Title: _____

Date: _____

CITY OF WOODLAND

By: _____

Title: _____

Date: _____

CITY OF KALAMA

By: _____

Title: _____

Date: _____

**INTERLOCAL AGREEMENT
FOR
PARTICIPATION IN THE SPILLMAN
RECORDS MANAGEMENT SYSTEM
COST SHARE AGREEMENT**

THIS AGREEMENT made and entered into this _____ day of _____, 20____, between **COWLITZ COUNTY**, a political subdivision of the State of Washington, acting by and through the Board of Commissioners, hereinafter referred to as “County”, and the **CITY OF CASTLE ROCK**, a political subdivision of the State of Washington, acting by and through its Mayor hereinafter referred to as “City”.

WHEREAS, the City of Castle Rock wishes to participate in the use of the Spillman Records Management System hosted by the Cowlitz County Sheriff’s Office, which is used for, among other things electronic document imaging, records storage, law enforcement officer field reporting and crime analysis/mapping; and

WHEREAS, Cowlitz County has agreed to act as the “host agency” and the City of Castle Rock will participate as a “shared agency”; and

WHEREAS, the parties hereto have the authority to enter into inter-local agreements under Chapter 39.34 Revised Code of Washington for joint and cooperative actions, including provisions to finance joint or cooperative undertakings, and to pay for services to be provided by one government to another.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement, the parties agree to as follows:

1. Use of and access to Spillman RMS shall be under the following conditions:

- a. **Use of Software.** The use of the Spillman RMS software shall be in accordance with the licensing policies of Spillman, Inc. and subject to current and subsequent policies set forth in each User Agency’s Software Use Policy. No software may be loaded into this system without the written permission of the System Administrator and the Spillman Oversight Board.
- b. **Proprietary Information.** Proprietary information disclosed by any party to the other for the purposes of this Agreement, which is clearly so identified in writing as proprietary, shall be protected by the recipient in the same manner and to the same degree that the recipient protects its own proprietary information. Such information will be disclosed only to those employees of the recipient requiring access thereto in order to perform this agreement. All information or data on the Spillman RMS shall be treated as proprietary regardless of ownership. All data shall be treated as confidential information in accordance with each agency’s policies and Washington State Law.
- c. **System Availability.** The objective of the availability of network connectivity is 100% seven days a week, 24 hours a day. The system will be available except for scheduled maintenance, during periods of software and hardware upgrades or modifications or for unanticipated emergency maintenance. Whenever possible, the System Administrator

will notify the user agencies in advance of any expected disruption of connectivity. In the event of unexpected disruption of connectivity, the System Administrator will notify the user agencies at its earliest convenience.

- d. **Scheduled Maintenance.** The System Administrator reserves the right to schedule preventative maintenance on all systems. Preventative maintenance will be scheduled a minimum of two weeks in advance in an attempt to minimize impacts to user agencies. The System Administrator will provide written notice to user agencies of its intent to perform scheduled maintenance and the duration of time the system may be unavailable. If the user agency requires availability of the system during the scheduled maintenance period, user agency must notify the County in writing at least ten (10) days prior to the scheduled maintenance period. The System Administrator will use its best efforts to minimize disruption of connectivity.
- e. **Emergency Maintenance.** Emergency maintenance will be coordinated with user agencies whenever possible.
- f. **Software and Hardware Upgrades and Modifications.** The System Administrator may schedule upgrades and modifications to the software and hardware systems in order to improve or enhance the performance of the Spillman RMS. The System Administrator will make every reasonable effort to schedule the upgrade or modification to minimize impacts to the user agencies. Upgrades must be pre-approved by the Oversight Board (see paragraph M). The System Administrator, in coordination with the user agencies, will make all configuration changes to the system. The user agencies will provide the System Administrator with a primary and an alternate contact name of authorized personnel who can coordinate and/or request changes to the system.
- g. **Disaster Recovery.** The System Administrator will back up data on the Spillman RMS on a daily basis. The backup will be saved for a period of three weeks and then rotated.
- h. **Prohibited Access.** Information in the Spillman RMS must be used exclusively for official criminal justice business. Each party to this agreement warrants and promises that it shall not use or allow others to use directly or indirectly the data, screens, or access thereto as a list or lists of individuals for private business, personal reasons or commercial purposes.
- i. **Data "As Is".** The data to be supplied under the terms of this agreement is provided on an "as is" basis "with all faults". Nothing contained herein shall be construed to require the County to maintain the information or data in a more current form than the County shall from time-to-time determine. The obligations of the County and the rights and remedies of the agencies set forth in the clause are exclusive and in substitution for all the warranties, obligations and liabilities of the County and the rights, claims and remedies of the user agencies against the County express or implied, arising by law or otherwise, with respect to any data provided hereunder, including but not limited to any implied warranty arising from course of performance, courses of dealing or uses of trade,

and any obligation, liability, right, claim or remedy for tort, or for any actual or alleged infringement of patents, copyrights or similar rights of third parties, or for any other direct, incidental or consequential damages.

- j. **Loss or Damage to Agency Supplied Data.** For any loss or damage to agency supplied data or programs, due to the negligence of the County, the County's liability shall be limited to the replacement or regeneration of lost or damaged data from the agency's supporting material. User agency must retain sufficient supporting material, to enable the County to regenerate card, tape, or disc files, printer output, or any other data furnished to the County by the user agency.
- k. **Equipment Damage.** For any equipment damaged as the result of negligence by the parties hereto, the responsible party will be obligated to pay for repair or replacement of that equipment. If multiple parties are negligent, the parties agree to apportion between or among them attributable to the actions of each.
- l. **Software.** Computer applications programs and other software systems furnished to user agencies at no charge to the agencies are furnished on an "as is" basis with no representations or warranties regarding use or results.
- m. **Oversight Board.** To oversee operation of this system, the parties agree that an Oversight Board, consisting of the Cowlitz County Sheriff, Longview Police Chief, Kelso Police Chief, and a combined representative from the Castle Rock Police Department, Kalama Police Department, and Woodland Police Department, shall constitute the oversight authority regarding participation and operational issues. They will work in conjunction with the Cowlitz County Sheriff's Office Records Manager, System Administrator, Cowlitz County Jail representative, and a representative of the Cowlitz County 911 Center who will act as advisors to ensure compliance by all user agencies.
- n. **Contract Administrator.** The Cowlitz County Sheriff's Office Financial Manager shall be the administrator of this agreement.

2. Responsibilities of the County:

- a. **Host Agency.** The County shall act as host agency between the parties to this agreement and Spillman Technologies, Inc. for all contractual and operational matters necessary to implement, operate and maintain the Spillman RMS.
- b. **System Administrator.** With the approval of the Oversight Board, the County shall designate, train and maintain a System Administrator who shall be the point of contact between the County and all user agencies to Spillman. The Oversight Board shall also approve the salary and contract for the System Administrator.

- c. **Data Available.** The County shall allow the Castle Rock Police Department access to computer programs and stored data for which Spillman, Inc. licensing has been purchased. Access between and among the parties to this agreement, to the System's data will be established by the System Administrator and in cooperation with each participating agency. Data entered into the system by an agency becomes a part of the Spillman RMS database and will be subject to maintenance or archival procedures as determined by the System Administrator.
- d. **Access.** Extent of access shall conform to the regulations set forth in the Revised Code of Washington, Chapters 10.97, 13.50, and 42.17A and all other applicable federal, state, and local laws.
- e. **Access to Software and Data.** The County shall not sell, give, loan, lease, or otherwise transfer title, possession, or all allow access or use of any of the software or data by any person, firm, corporation or association not a party to this agreement without prior written approval of the Oversight Board. Such Approval shall not unreasonably be withheld.
- f. **County Operations.** The County may limit, control, or prioritize the access described herein to an extent necessary to prevent such from unreasonably disrupting the County's operations and to prevent excessive interference with other essential functions of the County and to the extent necessary to provide access to its public records by other members of the public.

3. Responsibilities of the User Agencies:

- a. **Agency System Manager.** Each user agency, including the Cowlitz County Sheriff's Office, shall designate a system coordinator and alternate for that agency who shall act as the primary contact with the System Administrator for his/her agency.
- b. **End-user Support.** Each user agency, including the Cowlitz County Sheriff's Office, shall be responsible to equip and train its own users on the use of the Spillman RMS. PROVIDED that the System Administrator may assist with trainings, upon request and expense of a user agency.
- c. **Access to Software and Data.** Users shall not sell, give, loan, lease, or otherwise transfer title, possession, or allow access or use of any of the software or data by any person, firm, corporation or association who is not a party to this agreement without prior written approval of the System Administrator or Oversight Board. Such approval shall not unreasonably be withheld.
- d. **Dissemination of Data.** Dissemination of data or information is the responsibility of the agency recording the data or information in accordance with this Agreement and Public

Records Act, Chapter 10.97. The parties to this agreement will not disclose data except through specific contracts and agreements with application and data owners.

- e. **Indirect Access.** The County's network is protected from the Internet with Firewall security to prevent unauthorized access from the Internet. All user agencies are responsible for securing their organization's computer resources against unauthorized access. Should unauthorized use of the County's access occur, any damages or costs of litigation, including attorney's fees incurred by the County, shall become the financial responsibility of the user agency.
- f. **User Account Access.** Each user of the Spillman RMS will have a unique user account with a unique password. This account will be used within the Spillman RMS to determine system rights of the user and to provide a method of accounting for access to information. If an agency suspects or discovers misuse of any account or data, the agency must investigate and report its findings to the System Administrator. Sanctions for misuse can range from re-training to revoking user's access. The Oversight Board is hereby authorized to mandate sanctions up to and including termination from the Spillman RMS.
- g. **Equipment; Office and Field Environment.** User agencies are responsible for providing its own equipment meeting at least the minimum system requirements and an acceptable environment for all equipment to be used to access the Spillman RMS. Each user agency is responsible for the security, power quality, and cleanliness of the equipment, and environment of its own equipment. Equipment replacement, for whatever reason, is the responsibility of the user agency.
- h. **Connectivity to the Hall of Justice.** User agencies are responsible for providing connectivity to the Hall of Justice as shall be reasonably acceptable to the System Administrator.

4. Additions to the Spillman RMS/Ownership of Assets.

The Spillman RMS described in Exhibit A, is comprised of host agency components and shared agency components. All assets comprising the host agency shall be the property of the County. All assets comprising the shared agency system shall be the property of the agency acquiring the system components. Any agency wishing to add components to the Spillman RMS must notify the System Administrator, in writing, and coordinate installation and operation with the System Administrator. The cost of shared agency components shall be borne by the acquiring agency and the added components shall remain assets of the shared agency and shall not become part of the host agency system. (Example: Agency "A" decides to purchase a scanner for their use and pay for it in full. That scanner remains the property of Agency "A" in total. No other agency nor the Oversight Board may direct its use or disposition.)

The user agencies shall be responsible for any loss or damage to property of the System which results from the negligence of the user agency or which results from the failure on the part of the

user agency to maintain or administer the property in accordance with sound management practices.

If any Spillman RMS property is lost, destroyed, or damaged, the user agency shall immediately notify the System Administrator and shall take all reasonable steps to protect the property from further damage.

The parties to this agreement shall surrender to each other all property in their possession owned by another user or agency prior to settlement or upon completion, termination, or cancellation of this agreement.

5. Termination of Service and Access to Host Agency System.

Upon the effective date of withdrawal from participation in this agreement by any shared agency, the System Administrator shall immediately terminate service to the withdrawing agency.

Use of the Spillman RMS by an agency may also be immediately terminated upon an event default. Events of default include, but are not limited to the following:

- a) Intentional unlawful use of data;
- b) A party to this agreement, or any of its officers, agents, or employees, intentionally uses or attempts to use system information in such a manner as to violate citizen's right to privacy;
- c) A party to this agreement, or any of its officers, agents, or employees, sells, gives, leases, or loans access to the screens of the data contained therein to any person or in any way, directly or indirectly;
- d) A party to this agreement, or any of its officers, agents, or employees, intentionally allows access to the screens of the data contained therein, or any part thereof, to be used as a list of individuals for commercial purposes;
- e) A party to this agreement, or any of its officers, agents, or employees, allows the connection of a computer network operated by an entity that is not a party to this agreement (no third party networks); or
- f) Failure to conform to the security requirements described in 3(e) Indirect Access.

6. Fees for Services / Payments.

Fee calculations shall be the percentage of Spillman RMS user per agency divided by total number of system users. The fees shall include Spillman RMS, System Administrator Costs (salary and training), and Software and Server Maintenance. Spillman Evidence Barcodes, and Cop Logic XML Law Interface will be billed based on the calculated percentage of total system users utilizing the individual modules.

Based on these calculations, the **City of Castle Rock shall pay 6.3%** of the total Spillman RMS cost.

The City of Castle Rock agrees to pay the following fees for Spillman Records Management System as follows:

- January 1 – December 31, 2026: \$9,732
- January 1 – December 31, 2027: \$10,180

The City shall pay such fees directly to the Cowlitz County Sheriff's Office in advance or in quarterly installments at the beginning of each quarter, on or about January 1, April 1, July 1, and October 1, or at such other times as the parties may agree in writing.

7. **Renewal of Agreement.** This agreement may be renewed on the same terms and conditions as provided herein, EXCEPT that fees for the new term shall be mutually agreed upon by the parties prior to expiration of the initial term of this Agreement.
8. **Effective Date/Termination.** The initial term of this Agreement shall be January 1, 2026 until December 31, 2027. Either party may terminate this agreement by giving the other party sixty (60) days written notice thereof.
9. **Monetary Default.** Failure of a party to make payments, as specified, herein, shall constitute a default under the terms of this Agreement. If the default is not cured within forty-five (45) days after the County notifies the City in writing of such default, the System Administrator shall terminate service to the City. All notifications under this section shall be furnished to the Chief of Police of the City in addition to other notices herein required.
10. **Additions to Spillman RMS System.** In the event the parties wish to expand, develop, alter, improve, upgrade or replace the Spillman RMS system, or in the event of a catastrophic failure of the system, the parties agree to cooperate to develop specifications for the expansion, development, alteration, improvement, upgrade or replacement and to negotiate each agencies share of the cost of such expansion, development, alteration, improvement, upgrade or replacement. Nothing herein shall require the City to participate in the expansion, development, alteration, improvement, upgrade or replacement of the Spillman RMS system. However, lack of participation may limit the City's access to the Spillman RMS.
11. **Agreements Affecting Other Governmental Units.** It is acknowledged and understood by the parties that other law enforcement agencies have entered into Agreements containing the same or similar terms as in this Agreement. There shall be no reduction of service to any parties to this Agreement as a result of such similar agreements without the written consent of the parties.
12. **Penalty of Early Termination.** In the event that the City withdraws from this agreement, the annual amounts due from the City for the remainder of the calendar year shall become immediately due and payable; No refunds shall occur nor will any hardware be separated from the System. PROVIDED FURTHER, should the City withdraw voluntarily or involuntarily from this agreement, it may be entitled to a copy of pertinent data within the system at the time of withdrawal.
13. **Indemnification and Hold Harmless Agreement.** The City agrees to indemnify and hold the County and its elective and appointed officers and employees, and all other user agencies, elective and appointed officers and employees, free and harmless from and against all claims, demands

and causes of action and any kind and character, including the cost of defense thereof, arising as the result of the sole negligence of the City or its elective or appointed officers, agents and employees. The City further agrees to indemnify and hold the County and its elective and appointive officers and employees, and all other user agencies, their elected or appointed officers and employees, free and harmless from and against any costs, damages, penalties or attorney's fees suffered or incurred as a consequence of the acts of the County with respect to disclosure or withholding of records in accordance with the policies and directives of the City. The County agrees to indemnify and hold the City and its elective and appointive officers, agents and employees free and harmless from and against all claims, demands and causes of action of any kind or character, including the cost of dense thereof, arising as the result of the sole negligence of the County or its elective or appointed officers and employees.

For the purposes of this section, (a) "claim" means all claims, lawsuits, causes of action, administrative actions, liabilities, settlements, damages, costs, and attorney's fees, and (b) "County" means Cowlitz County, its boards and commissions, and all past, present, and future officials, employees, agents or volunteers. This paragraph shall survive the completion, expiration, and/or termination of this agreement.

14. **Entire Agreement/Amendment.** This Agreement is the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties. No prior agreement, correspondence, or portions thereof shall be used to interpret, modify, or explain the terms of the Agreement in the event that a dispute arises with respect to the Agreement.
15. **Supplemental Agreement.** The parties agree to complete and execute all supplemental documents necessary or appropriate to fully implement the terms of this agreement.
16. **Waiver.** No waiver of any breach of any covenant or agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments of performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults that were in existence at the time such payment or payments or performance were accepted by it. The exercise of any remedy provided by law or the provisions of this Agreement shall not exclude other consistent remedies.
17. **Assignment.** No party shall assign this Agreement, or any part hereof, without the written consent of the other parties. The Agreement shall inure to the benefit of and be binding upon the parties and their successors and permitted assigns.
18. **Applicable Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to the Agreement shall be Cowlitz County, Washington.

19. **Severability.** If a court of law determines any provision of the Agreement to be unenforceable or invalid, the parties hereto agree that all other portions of this Agreement shall remain valid and enforceable.
20. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and permitted assigns. No other person or entity shall have any right of action or interest in this Agreement based upon any provision of the Agreement.
21. **Notices.** All communications, notices and demands of any kind which any party requires or desires to give to any of the other parties shall be in writing and either served on the following individual(s) or deposited in the U.S. Mail, certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to the City of Castle Rock:

Mayor (or successor)
City of Castle Rock
P.O. Box 370
Castle Rock, WA 98611

Copy to:
City Attorney (or successor)
City of Castle Rock
P.O. Box 370
Castle Rock, WA 98611

Copy to:
Chief of Police
City of Castle Rock
P.O. Box 370
Castle Rock, WA 98611

If to Cowlitz County:

Board of County Commissioners
County Administrative Building, Room 300
207 North 4th Ave.
Kelso, WA 98626

Copy to:
Cowlitz County Sheriff's Office
312 SW 1st Avenue, Rm 124
Kelso, WA 98626

Copy To:

Cowlitz County Prosecuting Attorney
312 SW 1st Avenue, Rm 105
Kelso, WA 98626

22. **Compliance with Laws.** All parties shall comply with all applicable federal, state, and local laws, regulations and rules in performing this agreement.
23. **Interlocal Cooperation Act.** The performance of the obligations of this agreement shall be in compliance with the provisions of RCW 39.34, the Interlocal Cooperation Act. The parties agree that no separate legal administrative entities are necessary in order to carry out this agreement. For purposes of RCW 39.34.030(4)(a), the Budget/Finance Manager of the Cowlitz County Sheriff's Office shall serve as the administrator responsible for administering the joint and cooperative undertaking among the parties to this agreement. There shall be no "joint board" as that term is used in RCW 39.34.030(4)(a), except as noted in 1(M) of this agreement.

BOARD OF COUNTY COMMISSIONERS,
COWLITZ COUNTY, WASHINGTON

Richard R. Dahl, Chairman

Brad Thurman, Sheriff

Steven L. Ferrell, Commissioner

Steve Radar, Commissioner

Attest:

Kelly Grayson, Clerk of the Board

CITY OF CASTLE ROCK

Paul Helenberg, Mayor

Attest:

_____, City Attorney

Spillman Cost Allocation 2026									
Agency	Spillman # Users	Spillman %	Jeff Robbins	Spillman	Spillman Evidence Barcodes	Cop Logic XML Law Interface	Spillman Forms	Jeff Robbins	Grand total
			\$ 49,500	\$ 101,260	\$ 7,610	\$ 4,280	\$ 3,782	\$ 3,000	\$ 169,432
LVPD	81	34.2%	\$ 16,918	\$ 34,608	\$ 2,537	\$ 4,280		\$ 1,025	\$ 59,368
CCSO	82	34.6%	\$ 17,127	\$ 35,035	\$ 2,537		\$ 3,782	\$ 1,038	\$ 59,518
KEPD	32	13.5%	\$ 6,684	\$ 13,672	\$ 2,537			\$ 405	\$ 23,298
WDPD	19	8.0%	\$ 3,968	\$ 8,118				\$ 241	\$ 12,327
CRPD	15	6.3%	\$ 3,133	\$ 6,409				\$ 190	\$ 9,732
KAPD	8	3.4%	\$ 1,671	\$ 3,418				\$ 101	\$ 5,190
237	100.0%		\$ 49,500	\$ 101,260	\$ 7,610	\$ 4,280	\$ 3,782	\$ 3,000	\$ 169,432
*Assume %7 increase all Spillman/Cop Logic increase/CCSO Included CCSO plus reserves per Vinney Puglia 6/4/25 Motoralla									
**Jeff Robbins set contract rate 2026-2027-2028									
Updated 7-2-25 kh									

Spillman Cost Allocation 2027									
Agency	Spillman # Users	Spillman %	Jeff Robbins	Spillman	Spillman Evidence Barcodes	Cop Logic XML Law Interface	Spillman Forms	Jeff Robbins	Grand total
			\$ 49,500	\$ 108,350	\$ 8,143	\$ 4,580	\$ 4,580	\$ 3,000	\$ 178,153
LVPD	81	34.2%	\$ 16,918	\$ 37,031	\$ 2,714	\$ 4,580		\$ 1,025	\$ 62,268
CCSO	82	34.6%	\$ 17,127	\$ 37,488	\$ 2,714		\$ 4,580	\$ 1,038	\$ 62,947
KEPD	32	13.5%	\$ 6,684	\$ 14,630	\$ 2,714			\$ 405	\$ 24,432
WDPD	19	8.0%	\$ 3,968	\$ 8,686				\$ 241	\$ 12,895
CRPD	15	6.3%	\$ 3,133	\$ 6,858				\$ 190	\$ 10,180
KAPD	8	3.4%	\$ 1,671	\$ 3,657				\$ 101	\$ 5,430
237	100.0%		\$ 49,500	\$ 108,350	\$ 8,143	\$ 4,580	\$ 4,580	\$ 3,000	\$ 178,153
*Assume %7 increase all Spillman/Cop Logic increase/CCSO Included CCSO plus reserves per Vinney Puglia 6/4/25 Motoralla									
**Jeff Robbins set contract rate 2026-2027-2028									
Updated 7-2-25 kh									

ORDINANCE NO. 2025-11

AN ORDINANCE OF THE CITY OF CASTLE ROCK AMENDING THE OFFICIAL ZONING MAP AND COMPREHENSIVE PLAN FUTURE LAND USE MAP BY REZONING AND REDESIGNATION OF PARCELS 30298 AND 30297, ADDRESSED AT 341 & 333 A STREET SW, CASTLE ROCK, WA FROM HIGH DENSITY RESIDENTIAL TO RETAIL COMMERCIAL ZONING AND HIGH DENSITY RESIDENTIAL TO DOWNTOWN COMMERCIAL FUTURE LAND USE DESIGNATION.

WHEREAS, the City of Castle Rock is partially planning under Washington's Growth Management Act pursuant to Chapter 36.70A RCW; and

WHEREAS, the City Council adopted the Castle Rock Official Zoning Map by Ordinance No. 2024-06; and

WHEREAS, the Castle Rock Municipal Code (CRMC) establishes procedures for amending the official zoning map in Chapter 17.72 CRMC; and

WHEREAS, the City received an application initiated by the property owner for a site-specific zoning map amendment to reclassify the zoning on Parcel No. 30298 and No. 30297 from High Density Residential (R-2) to Retail Commercial (C-1) subject to the City Council's approval of a Comprehensive Plan Future Land Use Map amendment; and

WHEREAS, the City received an application initiated by the property owner for a site-specific comprehensive plan future land use map amendment to reclassify the future designation on Parcel No. 30298 and No. 30297 from High Density Residential to Downtown Commercial; and

WHEREAS, the City Council last approved a Comprehensive Plan Future Land Use Map amendment in Ordinance No. 2024-05; and

WHEREAS, the amendment for both the comprehensive plan future land use map designation and zoning map classification are deemed consistent with the Castle Rock Comprehensive Plan goals and policies; and

WHEREAS, the Planning Commission discussed the zoning amendment and comprehensive plan future land use map amendment at the July 29, 2025 meeting; and

WHEREAS, after providing notice consistent with CRMC 17.72.030, the Planning Commission held a public hearing on July 29, 2025, to receive public testimony on the proposed zoning map amendment and comprehensive plan future land use map amendment; and

WHEREAS, after the public hearing, the Planning Commission voted to forward a recommendation to the City Council on the zoning map amendment and comprehensive plan future land use map amendment; and

WHEREAS, the City Council received the Planning Commission's recommendations on the proposed zoning map amendment and comprehensive plan future land use map amendment at their July 29, 2025 meeting; and

WHEREAS, the City Council finds that the zoning map amendment and comprehensive plan future land use map amendment is in the public interest of the community by designating a commercial parcel for continued commercial use; and

WHEREAS, the proposed amendments have been reviewed as required under the State Environmental Policy Act, Chapter 43.21C RCW, and a Determination of Nonsignificance was issued on July 8, 2025, pursuant to WAC 197-11-340(2).

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Castle Rock do ordain as follows;

SECTION 1. Amend Comprehensive Plan Future Land Use Map. The Official Future Land Use Map of the City of Castle Rock is hereby amended, changing Parcel No. 30298 and No. 30297 from High Density Residential to Downtown Commercial as shown in Attachment A and the City Planner is hereby authorized and directed to make the necessary changes to the City's Comprehensive Plan Future Land Use Map.

SECTION 2. Amend Official Zoning Map. The Official Zoning Map of the City of Castle Rock is hereby amended, changing Parcel No. 30298 and No. 30297 from High Density Residential to Retail Commercial as shown in Attachment A and the City Planner is hereby authorized and directed to make the necessary changes to the City's zoning map.

SECTION 3. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance; provided, however, that if any section, sentence, clause, or phrase of this Ordinance, or any change in zoning designation, is held to be invalid by a court of competent jurisdiction then the section, sentence, clause, or phrase, or land use designation, in effect prior to the effective date of this Ordinance shall be in full force and effect for that invalidated section, sentence, clause, or phrase, or zoning designation, as if this Ordinance had never been adopted.

SECTION 4. Copy to Department of Commerce. Pursuant to RCW 36.70A.106(3), the City Clerk is directed to send a copy of this Ordinance to the State Department of Commerce for its files within ten days after adoption of this Ordinance.

SECTION 5. Effective Date. This Ordinance concerning powers vested solely in the Council, it is not subject to referendum and shall become effective five (5) days after its passage and publication as required by law.

ADOPTED by the City Council and signed by the Mayor at a regular meeting thereof on the _____ day of _____, 2025.

Mayor Paul Helenberg

ATTEST:

Carie Cuttonaro, Clerk-Treasurer

APPROVED AS TO FORM:

Nikki Thompson, City Attorney

Attachment A: Amended Comprehensive Plan Future Land Use Map.

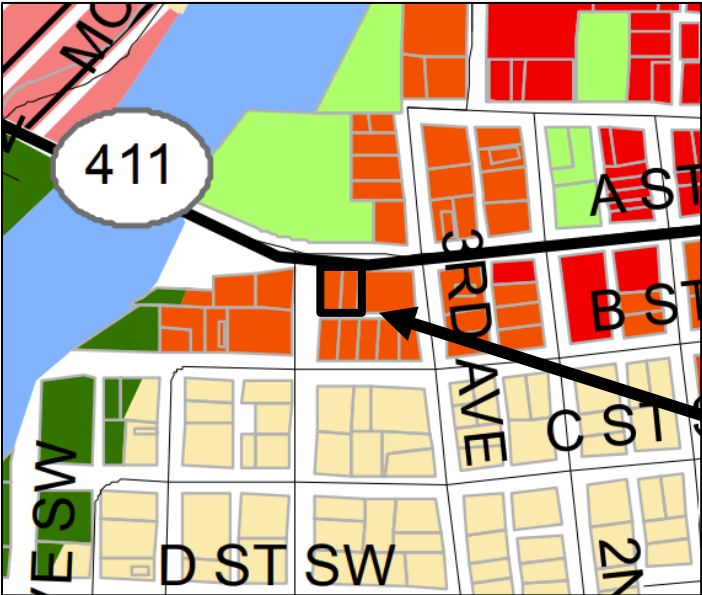


Figure 1: Current Future Land Use Designation

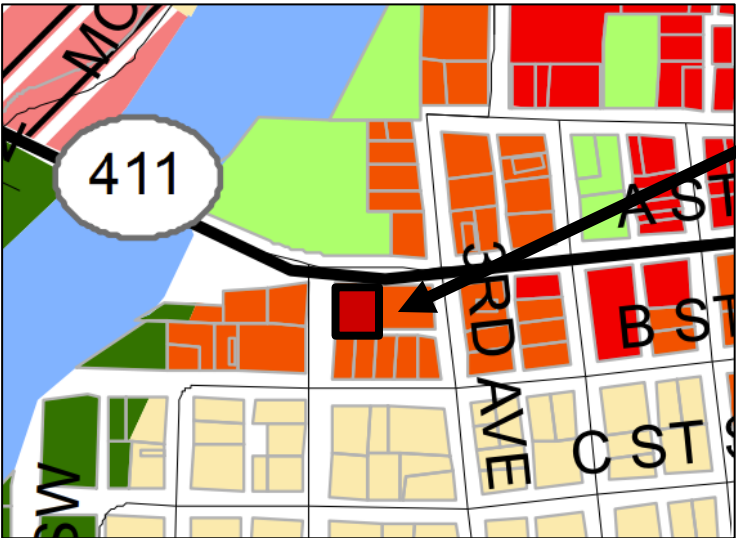
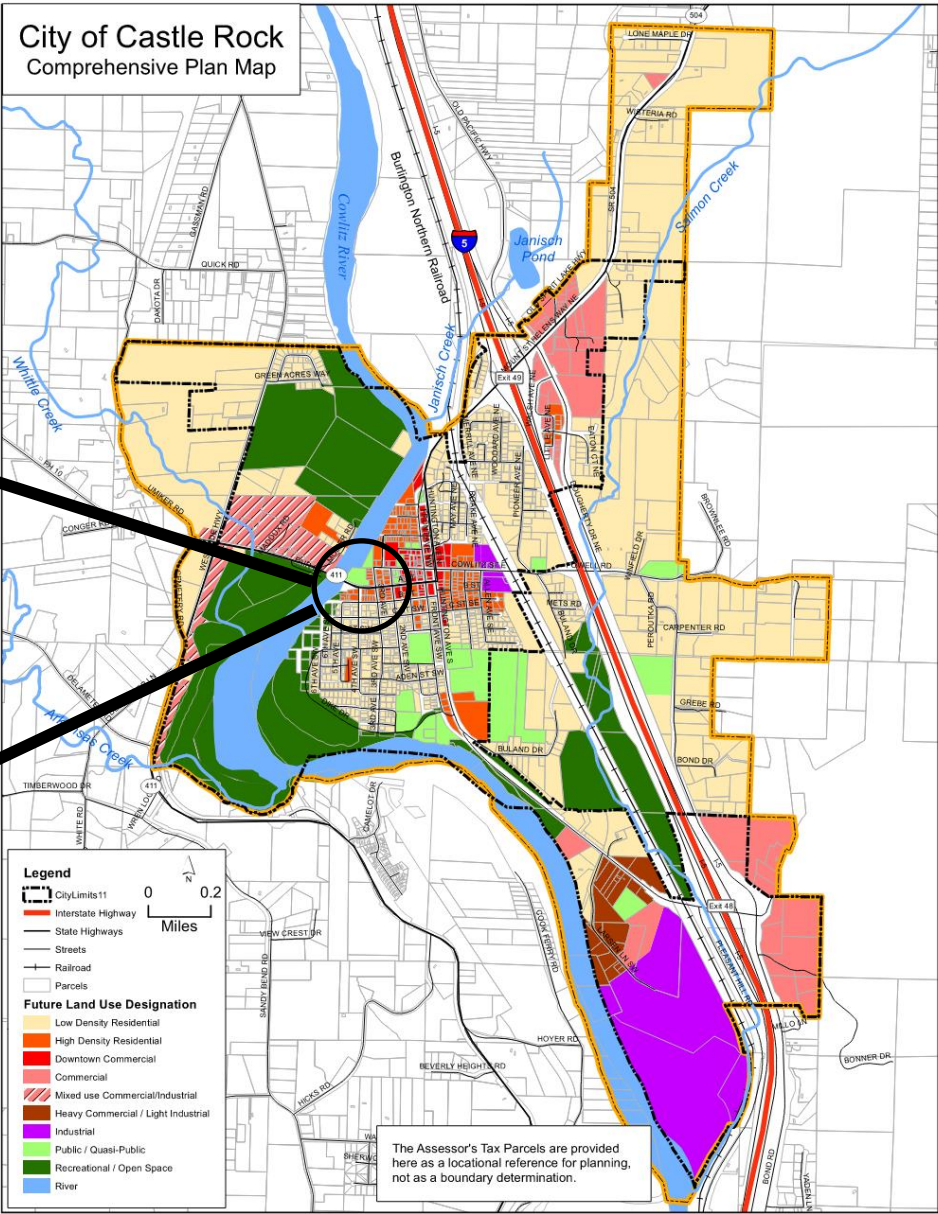


Figure 2: Redesignated Future Land Use



Attachment B: Amended Official Zoning Map.

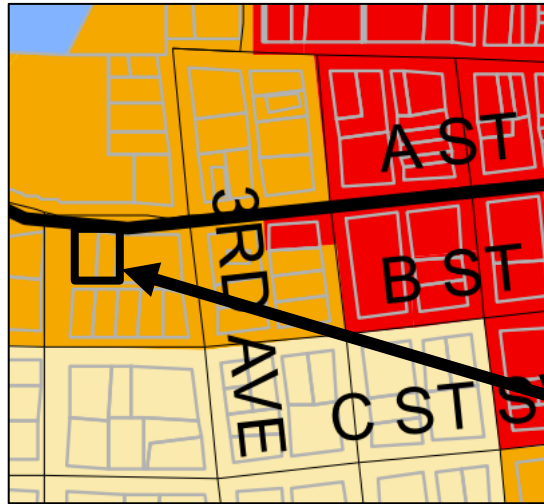


Figure 3: Current Zoning R-2

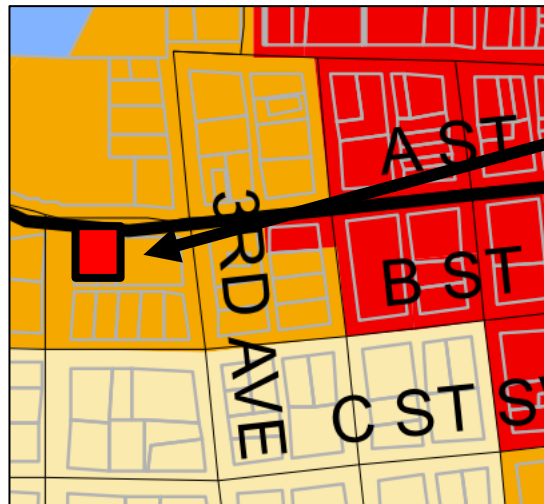
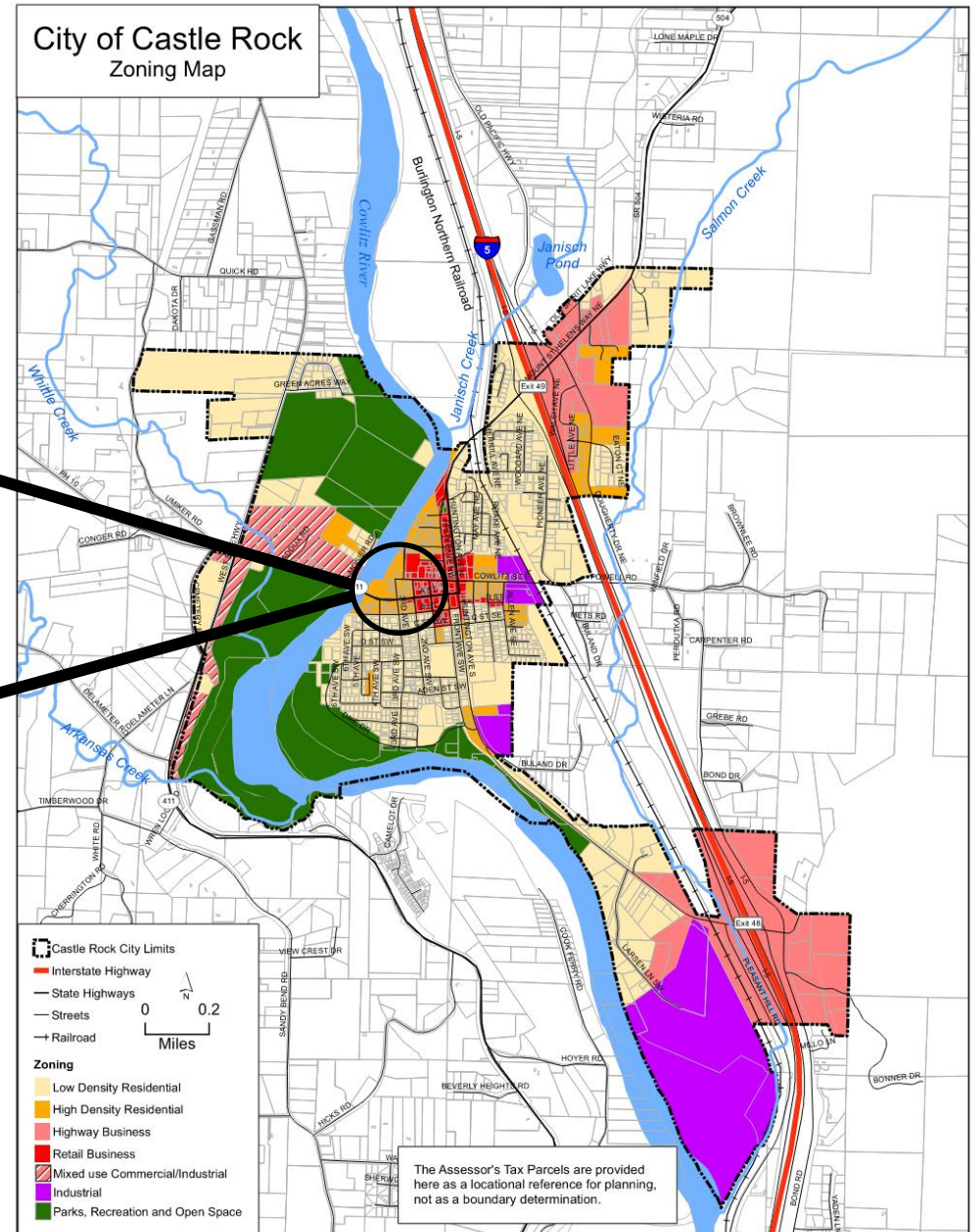


Figure 4: Redesignated Zoning C-1



ORDINANCE NO. 2025-12

AN ORDINANCE OF THE CITY OF CASTLE ROCK AMENDING THE OFFICIAL ZONING MAP AND COMPREHENSIVE PLAN FUTURE LAND USE MAP BY REZONING AND REDESIGNATION OF PORTIONS OF PARCEL 309100100 AND 308980100, CASTLE ROCK, WA REZONE MIXED USE COMMERCIAL (MX) TO LOW DENSITY RESIDENTIAL (R-1); AND REDESIGNATION OF MIXED USE COMMERCIAL TO LOW DENSITY RESIDENTIAL FUTURE LAND USE DESIGNATION.

WHEREAS, the City of Castle Rock is partially planning under Washington's Growth Management Act pursuant to Chapter 36.70A RCW; and

WHEREAS, the City Council adopted the Castle Rock Official Zoning Map by Ordinance No. 2024-06; and

WHEREAS, the Castle Rock Municipal Code (CRMC) establishes procedures for amending the official zoning map in Chapter 17.72 CRMC; and

WHEREAS, the City received an application initiated by the property owner for a site-specific zoning map amendment to reclassify a portion of Parcel No. 309100100 and No. 308980100 from Mixed Use Commercial (MX) to Low Density Residential (R-1) subject to the City Council's approval of a Comprehensive Plan Future Land Use Map amendment; and

WHEREAS, the City received an application initiated by the property owner for a site-specific comprehensive plan future land use map amendment to reclassify the future designation of a portion of Parcel No. 309100100 and No. 308980100 from Mixed Use Commercial (MX) to Low Density Residential (R-1); and

WHEREAS, the City received a Boundary Line Adjustment (BLA) application in accordance with the site-specific zoning map amendment and comprehensive plan future land use map amendment to reallocate the zone and future land use designation with proposed lot lines; and

WHEREAS, the amendment for both the comprehensive plan future land use map designation and zoning map classification are deemed consistent with the Castle Rock Comprehensive Plan goals and policies; and

WHEREAS, the City Council last approved a Comprehensive Plan Future Land Use Map amendment in Ordinance No. 2024-05; and

WHEREAS, the Planning Commission discussed the zoning amendment and comprehensive plan future land use map amendment at the July 29, 2025 meeting; and

WHEREAS, after providing notice consistent with CRMC 17.72.030, the Planning Commission held a public hearing on July 29, 2025, to receive public testimony on the proposed zoning map amendment and comprehensive plan future land use map amendment; and

WHEREAS, after the public hearing, the Planning Commission voted to forward a recommendation to the City Council on the zoning map amendment and comprehensive plan future land use map amendment; and

WHEREAS, the City Council received the Planning Commission's recommendations on the proposed zoning map amendment and comprehensive plan future land use map amendment at their July 29, 2025 meeting; and

WHEREAS, the City Council finds that the zoning map amendment and comprehensive plan future land use map amendment is in the public interest of the community by designating zoning and future land use designations in more usable parcel delineation for development; and

WHEREAS, the proposed amendments have been reviewed as required under the State Environmental Policy Act, Chapter 43.21C RCW, and a Determination of Nonsignificance was issued on July 8, 2025, pursuant to WAC 197-11-340(2).

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Castle Rock do ordain as follows;

SECTION 1. Amend Comprehensive Plan Future Land Use Map. The Official Future Land Use Map of the City of Castle Rock is hereby amended, changing Parcel No. 309100100 and No. 308980100 from Mixed Use Commercial (MX) to Low Density Residential (R-1), as shown in Attachment A and the City Planner is hereby authorized and directed to make the necessary changes to the City's Comprehensive Plan Future Land Use Map.

SECTION 2. Amend Official Zoning Map. The Official Zoning Map of the City of Castle Rock is hereby amended, changing Parcel No. 309100100 and No. 308980100 from Mixed Use Commercial (MX) to Low Density Residential (R-1); as shown in Attachment B and the City Planner is hereby authorized and directed to make the necessary changes to the City's zoning map.

SECTION 3. Associated Boundary Line Adjustment. Following the approval of this Ordinance, the applicant shall record the Boundary Line Adjustment (BLA) with Cowlitz County after receiving all appropriate signatures as shown in Attachment C, as the Future Land Use and Zoning approval are conditioned on this lot line adjustment.

SECTION 4. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance; provided, however, that if any section, sentence, clause, or phrase of this Ordinance, or any change in zoning designation, is held to be invalid by a court of competent jurisdiction then the section, sentence, clause, or phrase, or land use designation, in effect prior to the effective date of this Ordinance shall be in full force and effect for that invalidated section, sentence, clause, or phrase, or zoning designation, as if this Ordinance had never been adopted.

SECTION 5. Copy to the Department of Commerce. Pursuant to RCW 36.70A.106(3), the City Clerk is directed to send a copy of this Ordinance to the State Department of Commerce for its files within ten days after adoption of this Ordinance.

SECTION 6. Effective Date. This Ordinance concerning powers vested solely in the Council, it is not subject to referendum and shall become effective five (5) days after its passage and publication as required by law.

ADOPTED by the City Council and signed by the Mayor at a regular meeting thereof on the _____ day of _____, 2025.

Mayor Paul Helenberg

ATTEST:

APPROVED AS TO FORM:

Carie Cuttonaro, Clerk-Treasurer

Nikki Thompson, City Attorney

Attachment A: Amended Comprehensive Plan Future Land Use Map.

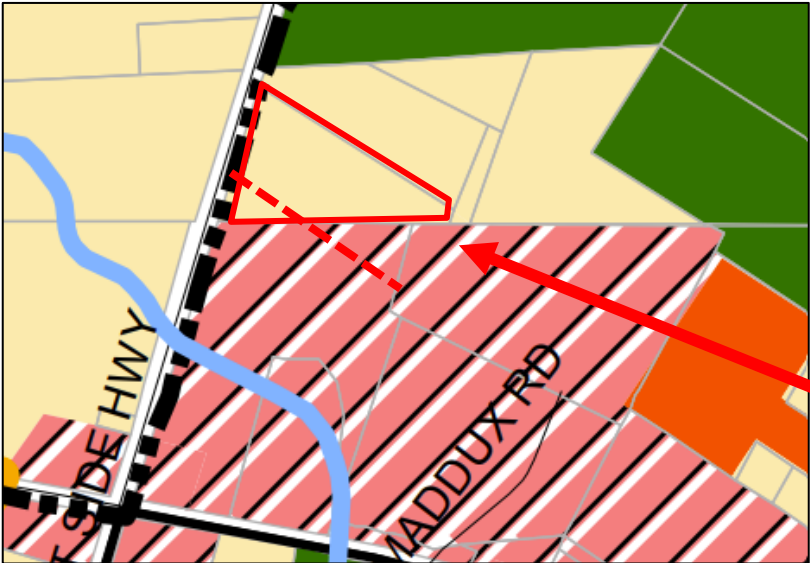


Figure 1: Current Future Land Use Designation

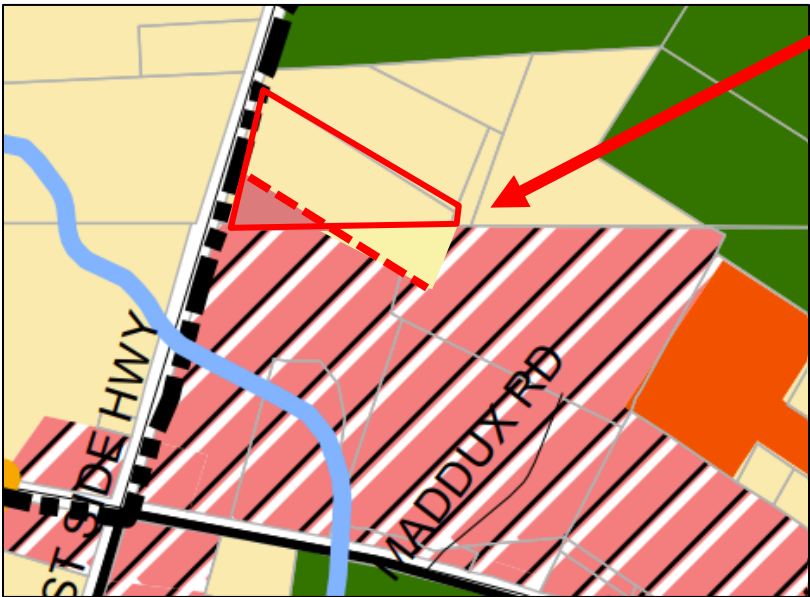
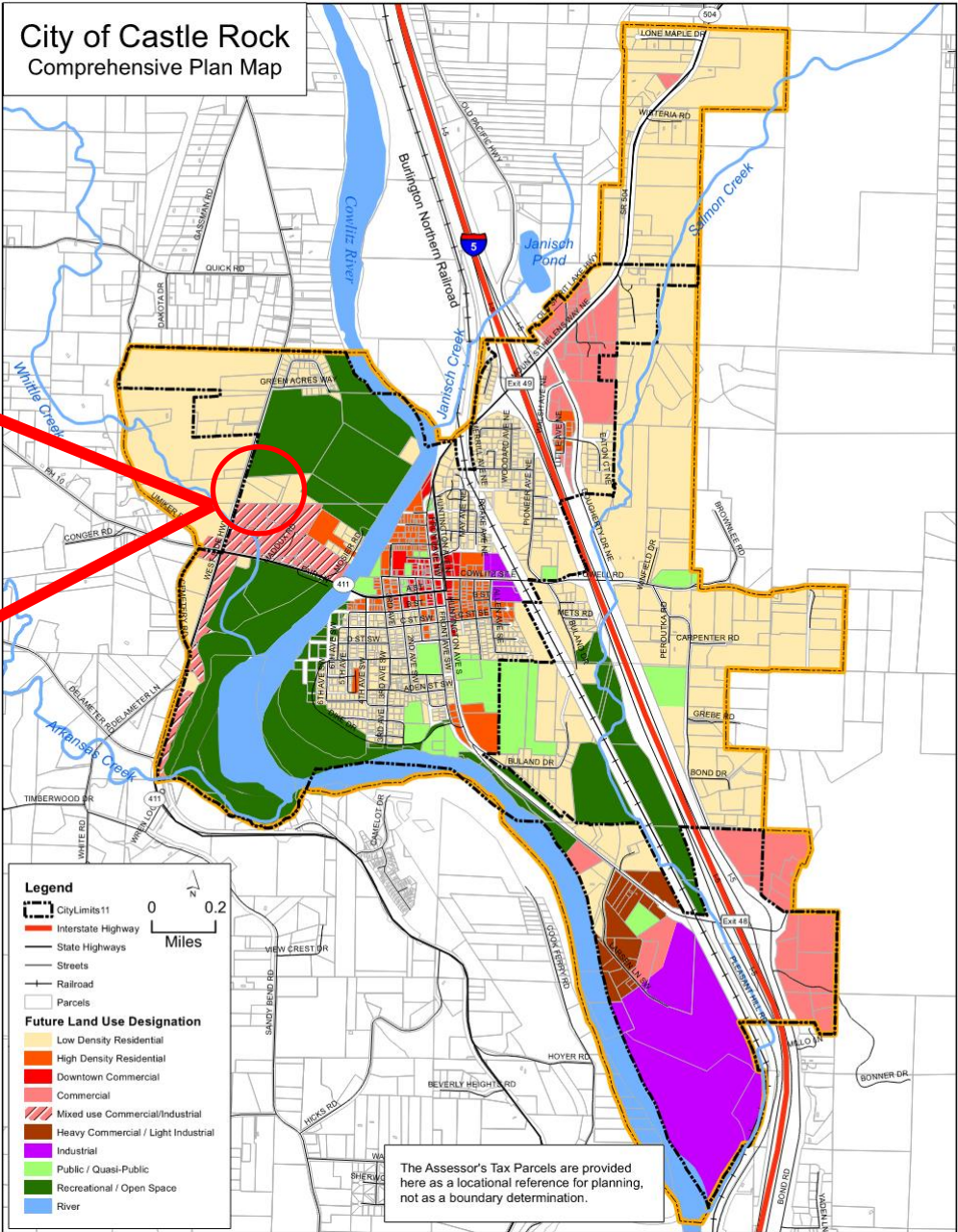


Figure 2: Amended Future Land Use Designation



Attachment B: Amended Official Zoning Map.

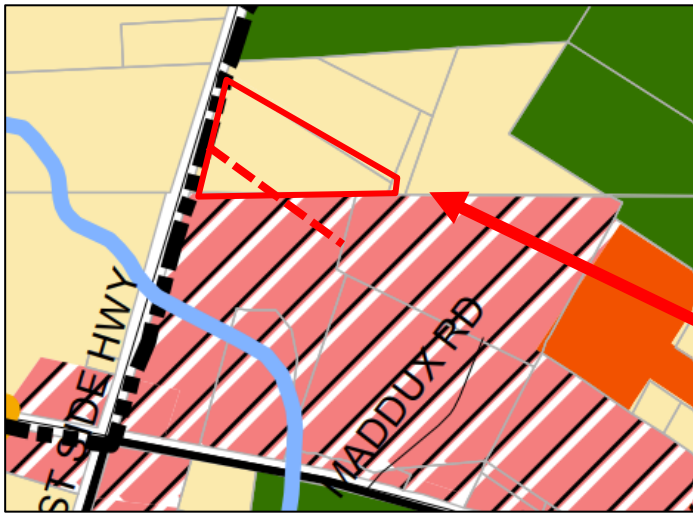


Figure 3: Current Zoning Designation

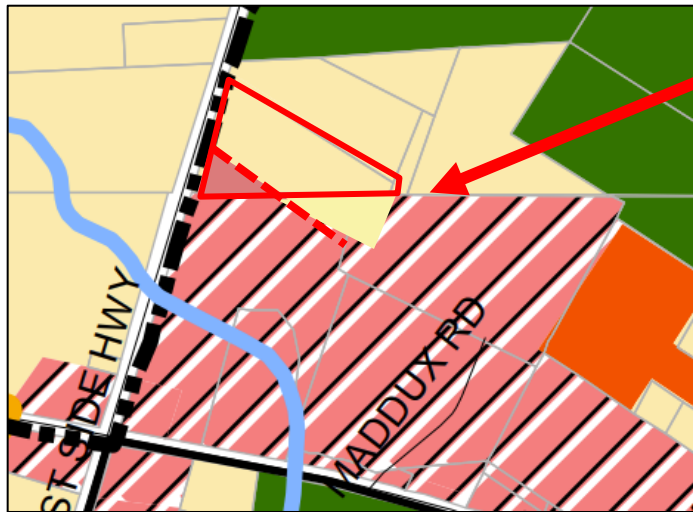


Figure 4: Amended Zoning Designation

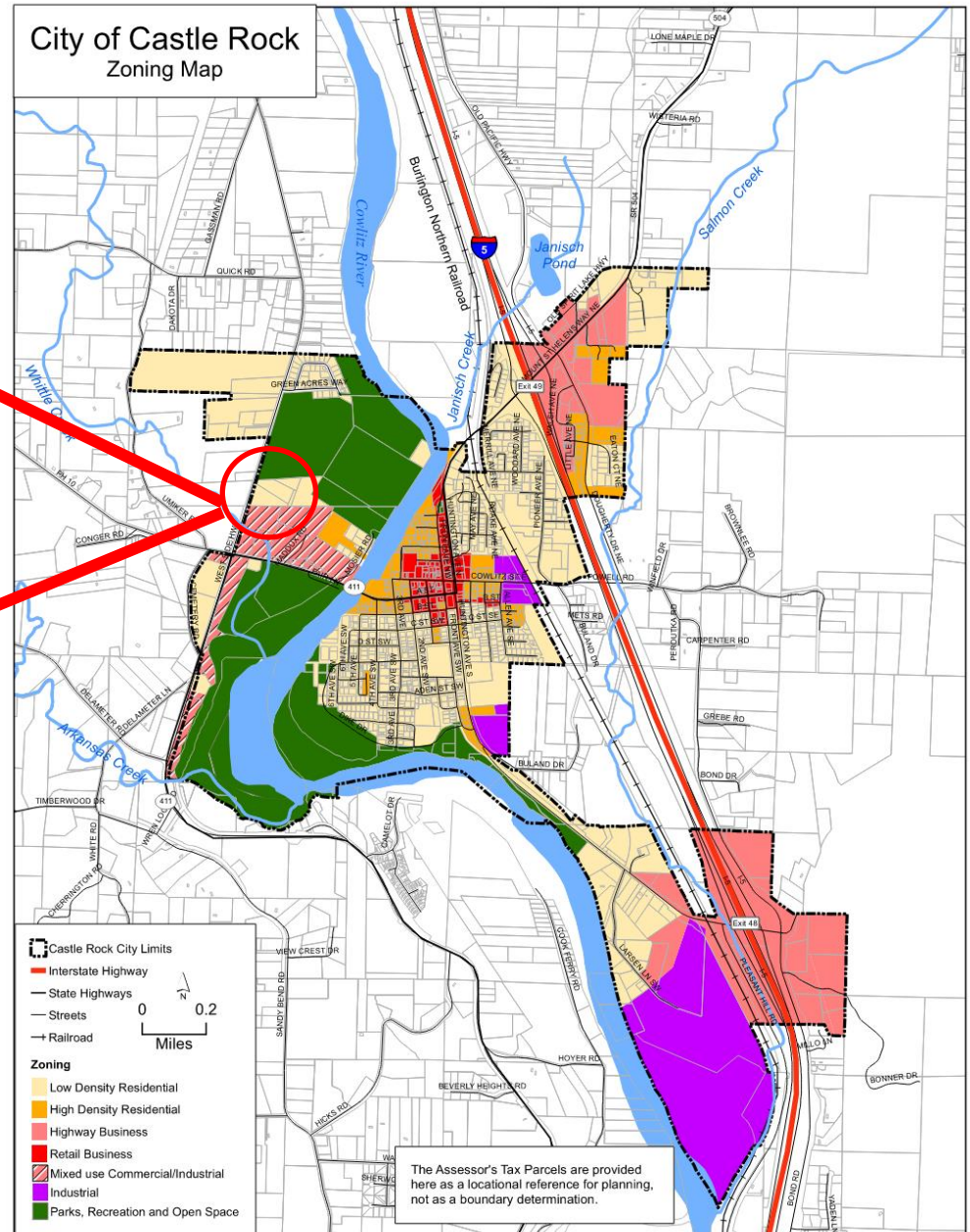
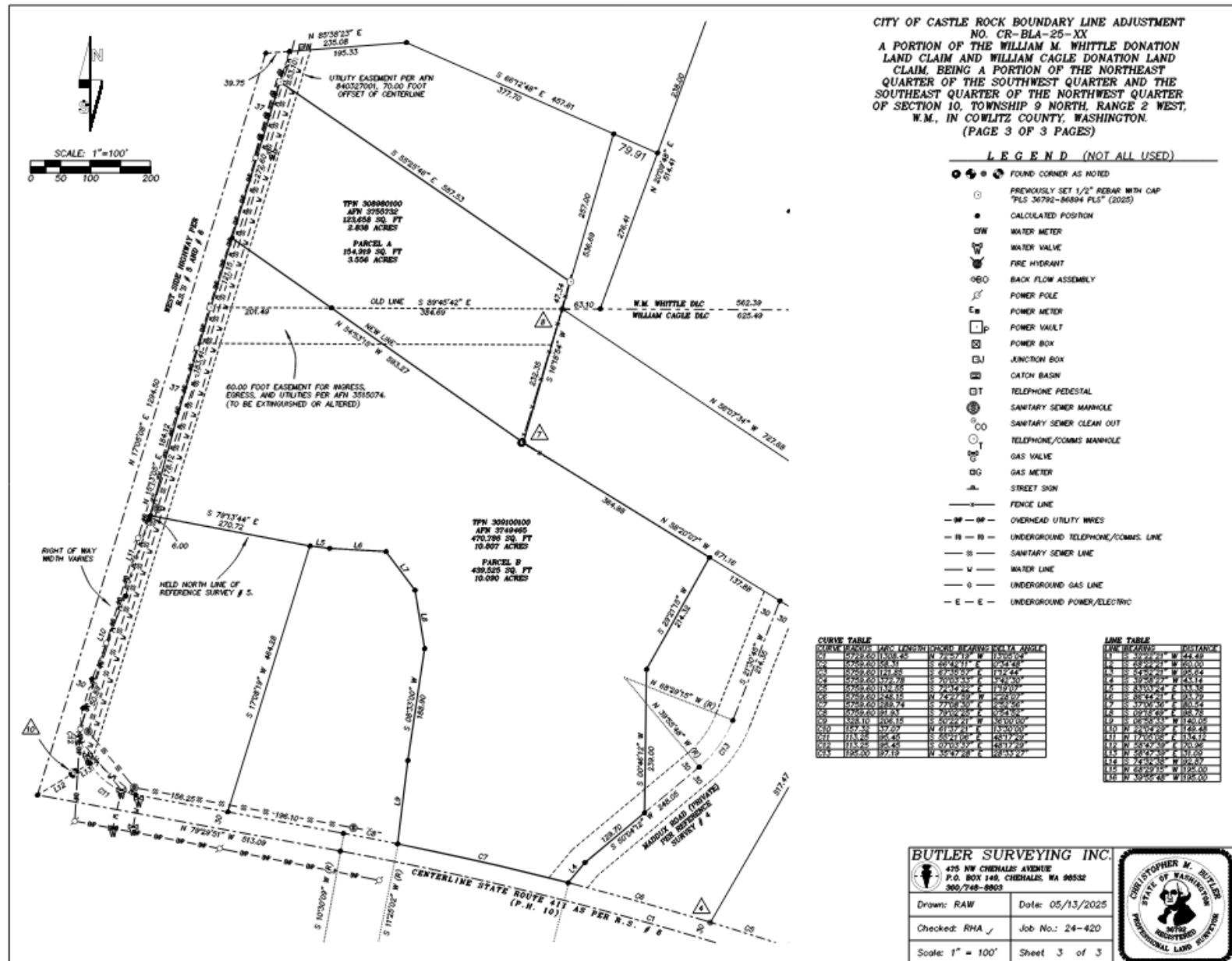


Exhibit C: Boundary Line Adjustment (BLA) depicting adjusted zoning and land use designations



City of Castle Rock - Proposed Interfund Loan

Borrower - Stormwater Management Fund (420)

Lender - Swimming Pool Construction Fund (300)

Loan Amortization Schedule

Term: 3-year loan at interest rate of 4.39%. Purpose: To purchase a replacement pump at the North Storm Pump Station.

Full payment due by October 20, 2028. Ordinance No. 2025-13; presented August 28, 2025.

\$ 45,000.00 Amount of Loan
9/30/25 Loan Issued
360 Basis (Days)
3 Payments per Year
4.39% Interest Rate

interest rates based on current market rate (Washington State Investment Pool)

Date	Transaction	Amount	Rate	Days	Interest Calculation	Accrued	Principal Payment	Interest Payment	Interest Balance	Principal Balance	Total Due
09/30/25	Original Loan	45,000.00							-	45,000.00	45,000.00
10/20/26	Payment	17,112.69	4.39%	385	2,112.69	2,112.69	15,000.00	2,112.69	(0.00)	30,000.00	30,000.00
10/20/27	Payment	16,335.29	4.39%	365	1,335.29	1,335.29	15,000.00	1,335.29	(0.00)	15,000.00	15,000.00
10/20/28	Payment	15,669.47	4.39%	366	669.48	669.47	15,000.00	669.47	0.00	-	0.00
Totals							45,000.00	4,117.45			

Loan Issuance:	Total
420-000-000-381-20-30-00	45,000.00
Interfund Loan Issuance from Swimming Pool Construction Fund 300	
300-000-000-581-10-00-42	45,000.00
Interfund Loan Issuance to Stormwater Management Fund 420	

Expenditure (Payments from Stormwater Management Fund 420):	10/20/2026	10/20/2027	10/20/2028	Total
420-000-000-581-20-00-00	15,000.00	15,000.00	15,000.00	45,000.00
Interfund Loan Principal to Swimming Pool Construction Fund 300				
420-000-000-581-20-00-01	2,112.69	1,335.29	669.47	4,117.45
Interfund Loan Interest to Swimming Pool Construction Fund 300				

Revenue (Payments Received in Swimming Pool Construction Fund 300):	10/20/2026	10/20/2027	10/20/2028	Total
300-000-000-381-20-42-00	15,000.00	15,000.00	15,000.00	45,000.00
Interfund Loan Repayment from Stormwater Management Fund 420				
300-000-000-381-20-42-01	2,112.69	1,335.29	669.47	4,117.45
Interfund Loan Interest from Stormwater Management Fund 420				

LGIP Daily Yield

Daily, 3-day, 7-day, 30-day and True 30-day yield earnings figures from the Local Government Investment Pool.

Daily Yield: The net earnings figure that is calculated daily using the investment income earned (excluding realized gains or losses) each day, assuming daily amortization and/or accretion of income of all fixed income securities held by the Fund, less the administrative fee.

7 Day Yield: The daily factor is reported on an annualized 7-day basis, using the daily factors from the previous 7 calendar days.

30 Day Yield: The daily factor is reported on an annualized 30-day basis, using the daily factors from the previous 30 calendar days.

True 30 Day Yield: The net daily earnings figure that is calculated using the total net earnings including realized gains and losses occurring each day, less the administrative fee.

Date

August 2025



Date	Daily Yield	7-Day Yield	30-Day Yield	True 30-Day Yield
08/19	4.366780	4.373361	4.381010	4.393654
08/18	4.377991	4.373906	4.381228	4.393872
08/17	4.372210	4.372866	4.381070	4.393714
08/16	4.372171	4.372563	4.381104	4.393748
08/15	4.372133	4.372261	4.381418	4.394062
08/14	4.370530	4.371953	4.381961	4.381966
08/13	4.370712	4.371987	4.382447	4.394470

Date	Daily Yield	7-Day Yield	30-Day Yield	True 30- Day Yield
08/12	4.370596	4.371907	4.382576	4.394600
08/11	4.370711	4.371533	4.382629	4.394653
08/10	4.370096	4.369810	4.382677	4.394701
08/09	4.370057	4.371228	4.382745	4.394769
08/08	4.369977	4.372642	4.382869	4.394914
08/07	4.370772	4.374021	4.383109	4.395150
08/06	4.370147	4.376234	4.383268	4.395309
08/05	4.367984	4.378625	4.383257	4.395298
08/04	4.358660	4.382017	4.383979	4.396020
08/03	4.380011	4.388734	4.385041	4.397082
08/02	4.379947	4.388325	4.385392	4.397433
08/01	4.379627	4.387910	4.385745	4.397786

ORDINANCE NO. 2025-13

AN ORDINANCE AMENDING THE BUDGETARY APPROPRIATIONS AND AUTHORIZING AN INTERFUND LOAN FOR FISCAL YEAR ENDING DECEMBER 31, 2025 FOR THE CITY OF CASTLE ROCK, WASHINGTON FOR THE STORMWATER CAPITAL RESERVE AND SWIMMING POOL CONSTRUCTION FUNDS

WHEREAS, during the regular council meeting held August 25, 2025, the City of Castle Rock approved an interfund loan in the amount of \$45,000 between the Swimming Pool Construction Fund #300 and the Stormwater Capital Reserve Fund #425; and

WHEREAS, the purpose for this loan is to fund the purchase of a replacement pump at the North Storm Pump Station; and

WHEREAS, the Stormwater Management Fund's annual source of revenue is approximately \$165,000 collected through utility billings.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Castle Rock, Washington do ordain as follows:

Section 1. A new interfund loan amount not to exceed \$45,000 is hereby authorized to be made from the Swimming Pool Construction Fund #300 to the Stormwater Management Fund #420 during the 2025 fiscal year. Councilmembers expect this loan to be fully repaid within three (3) years, 2028, including interest at 4.39%, per current Washington State Investment Pool rates. Loan repayments shall be made no later than October 20 in 2026, 2027 and 2028.

Section 2. That fund amendments be appropriated as designated by the below amounts:

<u>BARS #</u>	<u>Description</u>	<u>Original Appropriation</u>	<u>Change</u>	<u>Amended Appropriation</u>
300-000-000-508-31-00-00	Reserved Ending Cash	174,160	-45,000	129,160
300-000-000-581-10-00-42	Loan Issued to Stormwater Management Fund 420	0	+45,000	45,000
420-000-000-381-20-30-00	Interfund Loan Received from Swimming Pool Construction Fund 300	0	+45,000	45,000
420-000-000-531-30-35-03	Replacement Machinery / Equipment	5,000	+45,000	50,000

Section 3. This ordinance, having been introduced at a regular meeting of the Castle Rock City Council held on August 25, 2025, shall be effective immediately upon adoption.

Adopted by the City Council and signed by the Mayor on this ____ day of August, 2025.

CITY OF CASTLE ROCK

APPROVED:

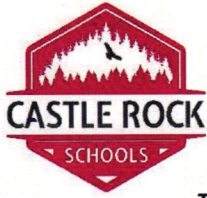
Paul Helenberg, Mayor

APPROVED AS TO FORM:

ATTEST:

Nikki Thompson, City Attorney

Carie Cuttonaro, City Clerk



CASTLE ROCK SCHOOL DISTRICT #401

Chris Fritsch, Superintendent
600 Huntington Ave. S • Castle Rock, WA 98611 • T: 360.501.2940 • F: 360.501.3140
www.crschools.org

Together we inspire pride and achievement for all through relevant learning and great expectations.

Memorandum of Understanding Between Castle Rock School District and Castle Rock Police Department

I. Purpose

This Memorandum of Understanding (MOU) establishes an agreement between the Castle Rock School District ("District") and the Castle Rock Police Department ("CRPD") to share resources, equipment, facilities, information, video, and any other mutually agreed-upon items to support the safety, security, and educational environment of the District.

II. Scope

This MOU covers the cooperative use of:

- Equipment (including safety and communication devices)
- Facilities (for meetings, trainings, emergency operations, and other agreed purposes)
- Information and data relevant to safety, security, and emergency response
- Video recordings and surveillance footage, consistent with applicable laws and policies
- Any other items or resources mutually agreed upon in writing by both parties

III. Responsibilities

1. Castle Rock School District agrees to:

- Provide reasonable access to facilities, resources, and information as outlined above
- Collaborate on safety and security planning, drills, and training
- Ensure compliance with all applicable privacy laws, including FERPA

2. Castle Rock Police Department agrees to:

- Provide law enforcement support, resources, and technical expertise as needed

- Assist in the review and enhancement of District safety protocols
- Ensure compliance with applicable laws and regulations regarding information sharing

IV. Confidentiality and Compliance

Both parties will comply with all applicable local, state, and federal laws governing confidentiality, data protection, and privacy. This includes, but is not limited to, FERPA, RCW statutes, and any applicable public disclosure requirements.

V. Term and Termination

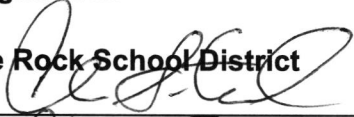
This MOU will become effective upon signature by both parties and will remain in effect for three (3) years unless modified or terminated in writing by mutual agreement. Either party may terminate this MOU with thirty (30) days' written notice.

VI. General Provisions

This MOU is intended to facilitate cooperation and does not create a legal partnership, joint venture, or employment relationship between the parties. No funds will be exchanged unless separately agreed to in writing.

VII. Signatures

Castle Rock School District

By: 
 Name: Chris Fritsch
 Title: Supt
 Date: 8/19/2025

Castle Rock Police Department

By: _____
 Name: _____
 Title: _____
 Date: _____