



CASTLE ROCK CITY COUNCIL AGENDA

Regular Meeting: Monday, October 13, 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>

To join this meeting using your phone: +1 (646) 749-3112 Access Code: 201-632-365 (Press *6 to speak)

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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
 - 1. Request to schedule a Special Meeting for a Budget Workshop on Monday, October 20, 2025 at 6:00 PM.
- CRCDA Representative

6. PUBLIC HEARINGS

- a. Purpose: To review estimated revenue sources for the 2026 current expense budget (General Fund) and include consideration of possible increases in property tax revenues (Ad Valorem taxes) to be assessed for the fiscal year ending December 31, 2026. The public is invited to present testimony on this issue. (page 3-5)

7. CONSENT AGENDA

- a. September 22, 2025 Regular Council Meeting Minutes (page 6-7)
- b. September 2025 invoices as described in the Fund Transaction Summary Report in the amount of \$774,146.99. (page 8-9)

8. OLD BUSINESS

9. NEW BUSINESS

- a. Ordinance No. 2025-14, an ordinance fixing the estimated amount to be raised by Ad Valorem taxes for the 2026 budget of the City of Castle Rock, Washington in accordance with Revised Code of Washington 84.55.120, on first reading. (page 10-11)
- b. Contract agreement with iamGIS to provide a software package that includes GIS layer maps, asset management, project management and inventory tracking. One-time implementation fee of \$1,000 and \$6,000 per year for three years. The contract will automatically renew for a period of one year for each renewal. (page 12-24)

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT REGULAR COUNCIL MEETINGS:

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

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.

**CITY OF CASTLE ROCK
PUBLIC HEARING NOTICE**

The Castle Rock City Council will hold a public hearing during the regular meeting of the Castle Rock City Council on Monday, October 13, 2025 starting at 7:30 PM. The City Council meetings are conducted at the Castle Rock Senior Center, 222 Second Avenue SW, Castle Rock, Washington. Details for joining the meeting virtually are below and will be published with an online agenda on October 10, 2025 at ci.castle-rock.wa.us under 'Government', 'Council Agendas & Minutes'. Public Comment can be submitted in advance to ccuttonaro@ci.castle-rock.wa.us.

Please click this link to join the webinar: <https://global.gotomeeting.com/join/201632365>.
To join by phone, please dial 1 (646) 749-3112 and enter the Access Code 201-632-365.

The purpose of this meeting will be to review revenue sources for the following year's current expense budget (General Fund) and include consideration of possible increases in property tax revenues (Ad Valorem taxes) to be assessed for the fiscal year ending December 31, 2026. The public is invited to present testimony on this issue. For more information contact Carie Cuttonaro, Clerk-Treasurer, at City Hall, (360) 274-8181 or ccuttonaro@ci.castle-rock.wa.us.

Published: The Daily News – September 27, 2025



Cowlitz County Assessor
Preliminary Report of Value for **City of Castle Rock**
for Taxes to be Collected in 2026
Report prepared 09/22/2025

This is a preliminary estimate.

New construction value is included, however state-assessed utility values have not been received and valuation appeals to the BOE are pending. **ALL FIGURES ARE SUBJECT TO CHANGE UNTIL THE ROLLS ARE CERTIFIED.**

HIGHEST LAWFUL LEVY CALCULATION:

Highest lawful levy since 1985:	439,876	x	101.000%	=	444,275
			Limit Factor		New Limit with Increase
Allowance for New Construction:	1,506,870	x	1.4573079035	÷	2,196
	New Const AV		Last Year's Levy Rate		Allowance for New Construction
Allowance for any increase in State Assessed Value:		x	1.4573079035	÷	0
	Increase (if any)		Last Year's Levy Rate		Allowance for State Assd Increase
Additional levy capacity due to annexation:	0	x	0.000000	÷	0
	Annexed Area's AV		Annexation factor		Allowance for Annexation

Regular Property Tax Limit, including Annexations: 446,471
Regular Levy Limit

Statutory Rate Maximum:	312,515,275	x	2.309267	÷	721,681
	AV of District		Statutory Rate Limit		Statutory Max Limit

\$3.60 less estimated Fire #6 rate

ESTIMATED HIGHEST LAWFUL LEVY for 2026 Payable: 446,471

REFUND LEVY

As provided in RCW 84.69.180, a taxing district may levy for refunds paid to taxpayers, plus an amount for abated or cancelled taxes, offset by supplemental taxes (see WAC 458-19-085 for details). Although a refund levy is outside of the Regular Levy Limit, the final district levy rate cannot exceed the Statutory Maximum Limit.

For the 12-month period 08/01/2024 - 07/31/2025

Amount Eligible for Refund Levy: 0

* If the district intends to levy for a refund, it must be included as a separate line item on the district's Levy Certification.

ASSESSED VALUE

\$ 312,515,275 Preliminary Assessed Value for Tax Collection in 2026

Preparing a Resolution/Ordinance to Increase the District Levy

If a taxing district intends to increase its levy over the prior year, or it would like to bank the increased levy capacity for future levy calculations, in addition to providing a Levy Certification the district must prepare a separate ordinance or resolution stating the dollar and percent increase over the prior year's actual levy. This section is intended as a template to assist districts in the preparation of such a document.

Step 1 - ENTER the total desired LEVY (dollar amount) for the CURRENT year:	446,471
Step 2 - SUBTRACT the following:	
New Const allowance (from above)	-2,196
State Assd allowance (from above)	0
Annexation allowance (from above)	0
* Last Year's ACTUAL LEVY	437,871
This is the DOLLAR INCREASE from last year:	6,404
Step 3 - Divide the Dollar Increase by Last Year's Actual Levy	
Move the decimal two places to the right to convert to percentage, for example 0.01 = 1.00%	
This is the PERCENT INCREASE from last year:	1.4625%

* WAC 458-19-085 The base for computing the following year's levy limit does not include the refund levy amount.

**Comparison of General Fund Revenue
to Establish Ad Valorem Taxes for 2026**

Revenue Comparison

Year	2022		2023		2024		2025		2026
	2022	2022	2023	2023	2024	2024	2025	2025	2026
Sum of Actual	Column Labels		Column Labels		Column Labels		Column Labels		Column Labels
Row Labels	Actuals	Final Budget	Actuals	Final Budget	Actuals	Final Budget	Actuals (Jan-Sep)	Current Budget	Estimated Budget
Charges for Services	7,353.28	2,140.00	11,905.78	2,130.00	5,056.20	10,250.00	333.17	10,190.00	150.00
Court Fines	9,974.94	18,000.00	9,224.22	12,000.00	13,493.36	12,000.00	12,794.38	12,500.00	16,000.00
Grants	323,108.28	329,278.00	4,217.42	8,537.00	1,939.35	9,000.00	12,292.27	3,630.00	12,100.00
Interfund Transfer	46,008.04	96,279.00	124,738.54	189,941.00	49,184.08	137,617.00	54,584.62	119,667.00	149,127.00
Intergovernmental Revenue	113,658.87	103,150.00	112,291.51	108,300.00	126,754.98	117,250.00	73,836.10	129,150.00	129,570.00
License Fees & Franchises	51,417.72	46,040.00	53,107.63	50,665.00	50,739.28	53,825.00	38,046.12	53,075.00	49,810.00
Miscellaneous Revenue	23,108.26	5,511.00	98,937.47	51,671.00	54,383.57	11,411.00	22,168.76	24,626.00	17,011.00
Non-Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Revenues/Local Loan	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Planning/Development	31,808.76	45,800.00	52,333.89	115,800.00	104,353.87	115,800.00	96,068.92	122,300.00	304,800.00
Taxes	1,655,482.35	1,546,510.00	1,634,265.28	1,605,540.00	1,673,852.12	1,614,690.00	1,198,459.59	1,652,960.00	1,697,280.00
Grand Total	2,261,920.50	2,192,708.00	2,101,021.74	2,144,584.00	2,079,756.81	2,081,843.00	1,508,583.93	2,128,098.00	2,375,848.00

Expenditure Comparison

	2022		2023		2024		2025		2026
	2022	2022	2023	2023	2024	2024	2025	2025	2026
	Actuals	Final Budget	Actuals	Final Budget	Actuals	Final Budget	Actuals (Jan-Sep)	Current Budget	Estimated Budget
Expenditure	1,717,028.31	1,826,909.00	2,134,944.36	2,413,559.00	2,497,837.31	2,763,540.00	1,807,661.50	2,340,123.00	2,594,821.00
Revenue	2,261,920.50		2,101,021.74		2,079,756.81		1,508,583.93	2,128,098.00	2,375,848.00
Expenditure	1,717,028.31		2,134,944.36		2,497,837.31		1,807,661.50	2,340,123.00	2,594,821.00
Difference	544,892.19		(33,922.62)		(418,080.50)		(299,077.57)	(212,025.00)	(218,973.00)
Cumulative (Actuals)	1,191,357.97		1,157,435.35		739,354.85		440,277.28	(212,025.00)	221,304.28

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, Lee Kessler, Paul Simonsen, and Ellen Rose.

Staff present: Police Chief Charlie Worley, City Attorney Nikki Thompson, Assistant Public Works Director Tyler Stone, City Engineer Tom Gower, and Clerk-Treasurer Carie Cuttonaro.

c. Changes to Agenda

Added Item C under New Business.

2. PROCLAMATIONS & PRESENTATIONS

3. CITIZEN COMMENTS - maximum 3 minutes

Amber MacLaren stated there are ongoing issues with their neighbor and noise violations. Police Chief Charlie Worley will investigate further.

4. DEPARTMENT REPORTS

- City Attorney Nikki Thompson

- Police Chief Charlie Worley

Police Chief Charlie Worley gave a verbal report.

- Public Works Director Dave Vorse

- City Engineer Tom Gower

City Engineer Tom Gower gave a verbal report.

- Clerk-Treasurer Carie Cuttonaro

1. Expenditure, Revenue, Cash & Investments Reports

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, Kessler, Simonsen, and Rose voted 'Aye'.

a. September 8, 2025 Regular Council Meeting Minutes

8. OLD BUSINESS

9. NEW BUSINESS

a. Resolution No. 2025-05, a resolution of the City Council of the City of Castle Rock ratifying and affirming a declaration of emergency by the Mayor of the City relating to the North Storm Pump Station Pump Replacement to mitigate citywide flooding and waiving competitive bidding requirements.

Councilmember Rose made a motion, seconded by Lee, to approve Resolution No. 2025-05. Motion carried by roll call vote. Councilmembers Lee, Kessler, Simonsen, and Rose voted 'Aye'.

b. Special Event Permit #2025-0009; Castle Rock Community Development Alliance (CRCDA) - Halloween Jamboree; October 26, 2025 between 12:00 PM and 6:00 PM, including setup time; Street closures include Cowlitz St W from Huntington Ave N to 1st Ave SW, Front Ave from A Street SW to Jackson St NW, and 1st Ave SW from A Street SW to Cowlitz St W; insurance has not been received.

Councilmember Kessler made a motion, seconded by Rose, to approve Special Event Permit #2025-0009, contingent on receiving proof of insurance. Motion carried by roll call vote. Councilmembers Lee, Kessler, Simonsen, and Rose voted 'Aye'.

c. *Added Item* - Resolution No. 2025-06, a resolution of the City Council of the City of Castle Rock providing for the disposal of certain property deemed to be surplus to the reasonable foreseeable needs of the City of Castle Rock.

Police Chief Charlie Worley presented.

Councilmember Rose made a motion, seconded by Lee, to approve Resolution No. 2025-06. Motion carried by roll call vote. Councilmembers Lee, Kessler, Simonsen, and Rose voted 'Aye'.

10. OTHER BUSINESS

11. ADJOURNMENT

There being no further business, Mayor Helenberg adjourned the meeting at 7:54 PM.

Mayor Paul Helenberg

Clerk-Treasurer Carie Cuttonaro

As of this date, 10/13/2025, the Council by a majority vote, does approve payment of the vouchers included in the Fund Transaction Summary Report, and further described as:

Payroll Expenditures

<u>Transaction Type</u>	<u>Description & Transactions</u>	<u>Amount</u>	<u>Payment Date</u>
Mid-Month Draw	Payroll Nacha # 181124	22,350.00	9/15/2025
	Taxes ACH	5,250.00	
EOM Payroll	Nacha # 1817339	16,753.89	9/17/2025
	Payroll Nacha # 1827648	74,804.84	
	26870 - 26871	1,351.12	
	ACH	51,961.24	
	Benefits 26877 - 26880	4,350.71	
	Taxes ACH	50,528.31	
	Voided	-	
Total Payroll Expenditures		227,350.11	

General Expenditures

<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Adjustment/EFT	EFT#1166-9/2025	166.29	9/4/2025
Adjustment/EFT	EFT#1167-9/2025	9,017.76	9/24/2025
Adjustment/EFT	EFT#1168-9/2025	6,999.00	9/9/2025
Adjustment/EFT	EFT#1169-9/2025	101,396.00	9/25/2025
Claims	Check 56561 - 56567	4,669.21	9/9/2025
Claims	Check 56568	230.85	9/10/2025
Claims	Check 56569 - 56571	480.47	9/10/2025
Claims	Check 56572 - 56573	754.13	9/16/2025
Claims	Check 56574 -	767.71	9/18/2025
Claims	Check 56575 - 56578	997.95	9/24/2025
Claims	Check 56579 - 56580	1,430.73	10/7/2025
Claims	Check 56581 - 56659	419,886.78	9/30/2025
Total General Expenditures		546,796.88	

TBD Expenditures

<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Claims	Check		
Claims	Check		
Total TBD Expenditures		-	

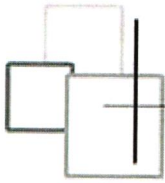
Total Expenditures

	<u>Amount</u>	<u>Payment Date</u>
Total General and TBD Expenditures	546,796.88	9/1/2025 9/30/2025
Payroll Expenditures	227,350.11	
Grand Total Expenditures	774,146.99	
Fund Transaction Summary Report	774,146.99	
Balance Check (s/b -0-)	-	

Lee Kessler, Audit Committee Member

Art Lee, Audit Committee Member

Ellen Rose, Audit Committee Member



Fund Transaction Summary

Transaction Type: Invoice

Fiscal: 2025 - Sep - Oct - City Council

System Types: Cash Management, Financials, Payroll, Resources, UB2, Utility Billing

Fund Number	Description	Amount
010	General Fund	\$185,800.59
100	Street Fund	\$42,466.65
115	Building Code Account Fund	\$1,745.55
120	Visitor Center Fund	\$686.82
130	Library Fund	\$404.83
145	Local Criminal Justice Fund	\$126.05
170	DOT Spoil Site Fund	\$2,925.24
300	Swimming Pool Const Fund, 1987	\$45,000.00
320	Street Construction Capital Fund	\$162,999.43
400	Water/Sewer Operating Fund	\$228,553.72
410	Regional Water System Fund	\$39,081.51
420	Stormwater Management Fund	\$10,048.72
425	Stormwater Capital Reserve Fund	\$14,896.19
430	Regional Water Capital Improvement	\$18.38
435	Muni Water Capital Improvement	\$23,027.80
470	Muni Sewer Capital Imprv Reserve	\$9,754.17
475	Boat Launch Facility Fund	\$4,364.52
631	Utility Deposit Fund	\$60.00
634	State Custodial Pass-Thru Fund	\$2,186.82
	Count: 19	\$774,146.99

ORDINANCE NO. 2025-14

AN ORDINANCE FIXING THE ESTIMATED AMOUNT TO BE RAISED BY AD VALOREM TAXES FOR THE 2026 BUDGET OF THE CITY OF CASTLE ROCK, WASHINGTON IN ACCORDANCE WITH REVISED CODE OF WASHINGTON 84.55.120

WHEREAS, the Castle Rock City Council of the City of Castle Rock has met and considered its budget for the calendar year ending December 31, 2026; and

WHEREAS, the City's highest lawful levy for 2025 was \$439,876; and

WHEREAS, the district's actual levy amount from the previous year was \$437,871, leaving \$2,005 in banked capacity; and

WHEREAS, the City's highest lawful levy for 2026 is \$444,275, representing an increase of 1% above highest lawful levy; and

WHEREAS, the 2026 construction allowance is \$2,196, increasing the levy limit to \$446,471; and

WHEREAS, Council has determined that it is in the best interest of the City to levy the full limit amount for 2026 of \$446,471; and

WHEREAS, levying highest lawful levy amount will result in an increase of \$6,404 for 2026, after exclusion of the construction allowance; and

WHEREAS, the population of this district is less than 10,000.

NOW, THEREFORE BE IT ORDAINED by the governing body of the taxing district that an increase in the regular property tax levy, including previously banked capacity, is hereby authorized to be collected in the 2026 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be \$6,404 which is a percentage increase of 1.4625% from the previous year. The increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

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

CITY OF CASTLE ROCK

APPROVED:

Paul Helenberg, Mayor

APPROVED AS TO FORM:

ATTEST:

Nikki Thompson, City Attorney

Carie Cuttonaro, City Clerk

Publication Date: _____

iamGIS Pricing – City of Castle Rock

Deliverables		Term	Cost
Software Package	→ The following iamGIS Modules: ○ Maps - Unlimited maps, data and digital media ○ Assets - Fully configurable asset management tools compatible with Trimble and other bluetooth GPS receivers ○ Work - Project management features for one time tasks and recurring work ○ Inventory - Track and monitor inventory and usage → Unlimited user licenses → Built in 2D facilities management → Advanced data reporting	36 months	\$6,000 (per year)
Implementation Services	→ Import existing GIS layers into iamGIS (SHP or CSV) → Setup and configure Esri ArcGIS two-way integration → Customization of maps, layers, feature settings, and attribute fields → Video/web-based training for Customer’s team → Assigned Customer Success Manager	One-time	\$1,000 (one time)
Total Up-front Investment			
Software Package + Implementation Services			\$7,000

Cost of Software increases 5% upon renewal

CUSTOMER AGREEMENT

This iamGIS Customer Agreement (“Agreement”), effective as of the Effective Date set forth below, is entered into by and between the entity identified as Customer below (“Customer”) and iamGIS Group, LLC, an Indiana limited liability company, with a notice address of 2028 E Ben White Blvd Ste 240-1536, Austin, TX 78741 (“iamGIS”). The parties acknowledge and agree that they have read and understand the Terms and Conditions of this Agreement and, upon execution, are legally bound by it. This Agreement includes this “Signature Page” or any other ordering document referencing this Agreement, the Terms and Conditions at <https://iamgis.com/terms> (which are attached and incorporated), all statements of work entered into in connection with this Agreement (“Statement(s) of Work”), and any schedules, exhibits, or other attachments incorporated herein.

Customer	
Customer Name	City of Castle Rock
Customer State	WA
Type of Entity	City
Notice Contact Information	Billing Contact: _____ Billing Email: _____
Service Details; Payment Terms	
Effective Date	The date of the last Party’s signature
Initial Term	36 months from Effective Date
Software Services	A geographic information system (GIS) software solution hosted by iamGIS and made available as a service over the internet that provides digital inventories of assets and infrastructure and maintenance and support thereof.
Software Services Fee	\$6,000 (annual)
Implementation Fee	\$1,000 (one time)
Billing Terms	iamGIS will invoice Customer for software and implementation fees outlined above. Upon Effective Date of the Agreement, iamGIS will invoice Customer in full for the first year’s annual software services fees, as well as the implementation fee. iamGIS will invoice client on an annual basis thereafter, according to the terms outlined in the Agreement.
Renewal Terms	Initial Term shall renew automatically for successive periods of one (1) year each, unless either party provides written notice to the other party at least 30 days prior to the end of the then-current Initial Term or Renewal Term of its intent to not renew the Agreement.

Cost of Software increases 5% upon renewal

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective on the Effective Date.

iamGIS
iamGIS Group, LLC

Customer
City of Castle Rock, WA

Name
Title
Date

Name
Title
Date

Terms of Service

1. GENERAL

The following terms and conditions ("Terms and Conditions") provide for terms that are common to this Agreement, including all Ordering Documents and Schedules. In the event of a conflict between these Terms and Conditions and any Ordering Document or Schedule, these Terms and Conditions will control, unless expressly stated to the contrary in the Ordering Document or Schedule. The Signature Page, any Statement of Work, and any other ordering document incorporating these Terms and Conditions by reference are individually and collectively referred to as "Ordering Document(s)."

2. SERVICES

All services provided by iamGIS under this Agreement ("Services"), including the Software Services, will be provided to Customer according to these Terms and Conditions, the Ordering Documents, and all schedules, exhibits, or other attachments made a part of this Agreement.

3. SOFTWARE SERVICES

3.1 Software Services

iamGIS will provide Customer, and its authorized employees, contractors and other personnel authorized by Customer ("Authorized Users") with access to the software products and related services provided by iamGIS via a web browser (or mobile application) and identified on the applicable Ordering Document ("Software Services") for use in accordance with any limitations identified in the applicable Ordering Document. During the Term and subject to Customer's compliance with this Agreement, iamGIS grants Customer the non-exclusive, nontransferable, non-assignable, and limited right to allow Authorized Users to remotely access the Software Services for Customer's internal business purposes in accordance with the terms of this Agreement.

3.2 Support

During the Term, Customer may contact iamGIS via (a) web chat accessed on the Software Services; or (b) email at support@iamgis.net for any support questions related to the Services. iamGIS's hours of operation are Monday through Friday from 8:00 A.M. to 4:00 P.M. Eastern Time and, therefore, Customer is not guaranteed to receive support or communication outside those hours of operation.

3.3 Restrictions

Customer shall not lease, license, sell, sublicense, or otherwise transfer its access to or use of the Software Services. The Software Services may only be used by Customer and Authorized Users and only subject to any limitations set forth in an applicable Ordering Document. In addition, Customer shall not modify, create derivative works of, or attempt to decipher, decompile, disassemble or reverse engineer the Software Services. Nothing in this Agreement confers upon either party any right to use the other party's Marks, except in iamGIS' performance of the Services. All use of such Marks by either party will inure to the benefit of the owner of such Marks, use of which will be subject to specifications controlled by the owner.

4. PROFESSIONAL SERVICES

4.1 Professional Services

iamGIS may provide integration, implementation, or other professional services (each to the extent identified as professional services on a Statement of Work, "Professional Services") and Deliverables to Customer as set forth in a Statement of Work. "Deliverables" means all Creations that are delivered to Customer by or on behalf of iamGIS as a part of the Professional Services, together with any items identified as such in a Statement of Work. "Creations" means any tangible or intangible thing or information, in any language, format or medium now existing or hereafter developed, and all tangible embodiments thereof, whether or not such creation is or may in the future be protected under any intellectual property right or considered Confidential Information, including ideas, creations, inventions, discoveries, innovations, industrial models, improvements, designs, methods, processes, formulae, works of authorship, products, compositions, displays, models, prototypes, samples, findings, documentation, specifications, abstracts, research and development information, know-how, procedural knowledge, industrial property, utility models, data, databases, metadata, industrial designs, mask works, Confidential Information, content, lists, electronic data files, training materials and manuals, user guides, drawings, techniques, computer software (in object, source, interpreted or other code forms), modifications to software or documentation, business information, business plans, technical knowledge, technical information, maintenance information, brochures, labels, papers, records, text, sound recordings, videos, pictures, photographs, audiovisual works, pictorial reproductions, drawings, or other graphical representations, and all other items with similar characteristics.

4.2 Change Orders

If either party wishes to change the scope or performance of the Professional Services, it shall submit details of the requested change to the other in writing. iamGIS shall, within a reasonable time after such request, provide a written estimate to Customer of: (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Professional Services arising from the change; (c) the likely effect of the change on the Professional Services; and (d) any other impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate, the parties shall negotiate in good faith the terms of such change (if and when mutually agreed in writing, a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

5. RIGHTS RESERVED

Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Except as otherwise set forth herein, all rights in and to the Customer Data are expressly reserved by Customer. All right, title and interest, including all intellectual and proprietary rights, in and to the Software Services, Deliverables, and all iamGIS service marks, trademarks, trade names, logos, and any modifications to the foregoing ("Marks") (and all suggestions, feedback, contributions, enhancements, improvements, additions, modifications, or derivative works thereto and copies thereof) will remain in possession of iamGIS. Customer acknowledges that the Software Services in source code form is the Confidential Information of iamGIS and that the source code

is not licensed to Customer by this Agreement or any Schedule and will not be provided by iamGIS. No right or implied license or right of any kind is granted to Customer regarding the Services, including any right to use, reproduce, market, sell, translate, distribute, transfer, adopt, disassemble, decompile, reverse engineer the Software Services or the documentation thereof, or any portions thereof, or obtain possession of any source code or other technical material relating to the Software Services.

6. TERM AND TERMINATION

6.1 Initial Term

This Agreement shall commence on the Effective Date and shall continue in full force and effect for the initial term set forth on the applicable Ordering Document ("Initial Term"), unless earlier terminated as provided for below. Thereafter, except with respect to any Statements of Work (which shall expire in accordance with their terms), the Initial Term shall automatically renew for successive periods of [one (1) year] each (each a "Renewal Term" and together with the Initial Term, the "Term"), unless either party provides written notice to the other party at least 30 days prior to the end of the then-current Initial Term or Renewal Term of its intent to not renew the Agreement.

6.2 Termination

Without prejudice to any other remedies and in addition to any other termination rights herein, the parties shall have the right to terminate this Agreement as provided below:

- a. By either party if the other party commits a material breach of this Agreement and such breach remains uncured 30 days after written notice of such breach is delivered to such other party including the failure to pay any fees due to iamGIS; or
- b. By either party if the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws, laws of debtor's moratorium or similar laws;
- c. By either party for convenience with 30 days' notice. Amounts paid for the current year will not be prorated and remained owed.

6.3 Termination of Statement of Work

Either party may terminate any outstanding Statement of Work without terminating the entire Agreement if the other party commits a material breach of such Statement of Work and such breach remains uncured 30 days after written notice thereof is delivered to the other party.

6.4 Effect

Upon termination of this Agreement for any reason, all rights and licenses granted by iamGIS hereunder to Customer will immediately cease. Within thirty (30) days after termination or expiration of this Agreement, each party shall return or destroy the Confidential Information of the other party.

6.5 Survival

Termination of this Agreement or any Schedule will not affect the provisions regarding iamGIS' or Customer's treatment of Confidential Information, provisions relating to the payments of amounts due, indemnification provisions, provisions limiting or disclaiming iamGIS' liability, or any other terms which by their nature should survive, which provisions will survive such termination.

7. FEES AND PAYMENT TERMS

7.1 Services Fees

For the Services provided under this Agreement, Customer will pay iamGIS the fees in the amounts set forth on the applicable Ordering Document. Unless otherwise set forth on the applicable Ordering Document, applicable fees will be invoiced to Customer annually in advance and payable (i) immediately upon invoice if Customer's payment method is on file with iamGIS, or (ii) if no payment method has been provided to iamGIS, within thirty (30) days of invoice. Fees are non-cancelable and non-refundable. After the Initial Term, and at the beginning of each Renewal Term thereafter, iamGIS may adjust the fees applicable during the upcoming Renewal Term upon written notice provided at least sixty (60) days prior to the end of the Initial Term or applicable Renewal Term, as the case may be. All fees paid and expenses reimbursed under this Agreement will be in United States currency.

7.2 Late Fees

Customer will pay a late fee of 1.5% per month (not to exceed the maximum allowed under state law) on all balances not paid when due. iamGIS, at its option, may suspend the Services, in whole or in part, if iamGIS does not receive all undisputed amounts due and owing under this Agreement within thirty (30) days after delivery of notice to Customer of the failure to pay such overdue balances.

7.3 Taxes

The fees and expenses due to iamGIS as set forth in this Agreement are net amounts to be received by iamGIS, exclusive of all sales, use, withholding, excise, value added, ad valorem taxes or duties incurred by Customer or imposed on iamGIS in the performance of this Agreement or otherwise due as a result of this Agreement. This section will not apply to taxes based solely on iamGIS' income.

7.4 Offset

Fees and expenses due from Customer under this Agreement may not be withheld or offset by Customer against other amounts for any reason.

8. CUSTOMER OBLIGATIONS

8.1 Technical Requirements

Customer must have required equipment, software, and Internet access to be able to use the Software Services. Acquiring, installing, maintaining and operating equipment and Internet access is solely Customer's responsibility. iamGIS neither represents nor warrants that the Software Services will be accessible through all web browser releases.

8.2 Use of Software Services

Customer shall not and shall not permit others in using the Software Services to: (i) defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as rights of privacy, publicity and intellectual property) of others or iamGIS; (ii) publish, ship, distribute or disseminate any harmful, inappropriate, profane, vulgar, infringing, obscene, false, fraudulent, tortuous, indecent, unlawful, immoral or otherwise objectionable material or information (including any unsolicited commercial communications); (iii) publish, ship, distribute or disseminate material or information that encourages conduct that could constitute a criminal offense or give rise to civil liability; (iv) engage in any conduct that could constitute a criminal offense or give rise to civil liability for iamGIS; (v) misrepresent or in any other way falsely identify Customer's identity or affiliation, including through impersonation or altering any technical information in communications using the Software Services; (vi) transmit or upload any material through the Software Services contains viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing iamGIS', or any other person's or entity's, network, computer system, or other equipment; (vii) interfere with or disrupt the Software Services, networks or servers connected to the iamGIS systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering any of the information submitted through the Software Services; (viii) attempt to gain unauthorized access to the Software Services, other iamGIS customers' computer systems or networks using the Software Services through any means; or (ix) interfere with another party's use of the Software Services, including any parties Customer has done business with or choose not to do business with through the Software Services. iamGIS has no obligation to monitor Customer's use of the Software Services. However, iamGIS may at any time monitor, review, retain and disclose any information as necessary to satisfy or cooperate with any applicable law, regulation, legal process or governmental request. Customer shall use commercially reasonable efforts, including reasonable security measures relating to administrator account access details, to ensure that no unauthorized person may gain access to the Services.

8.3 Compliance with Law

Customer agrees not to use (and will use its best efforts not to allow its Authorized Users to use) the Software Services for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others. Customer is solely responsible for any and all improper use of the Software Services that occurs as a direct or indirect result of any act or omission of Customer. Customer will notify iamGIS immediately of any unauthorized use of the Software Services or any other breach of security that is known or suspected by Customer.

8.4 Professional Services

With respect to any Professional Services, Customer shall have the following obligations set forth in this Section 8.4.

a. Customer Contract Manager. Customer shall cooperate with iamGIS in all matters relating to the Professional Services and appoint a Customer employee to serve as the primary contact with respect to this Agreement (the "Customer Contract Manager").

b. Access and Assistance; Customer Materials. Customer shall provide such access to Customer's premises, facilities, and computer systems and networks as may reasonably be requested by iamGIS for the purposes of performing the Professional Services. Customer shall respond promptly to any iamGIS request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for iamGIS to perform the Professional Services. Customer shall provide such Customer Materials as set forth in the applicable Statement of Work or as iamGIS may reasonably request in order to carry out the Professional Services, in a timely manner, and ensure that it is complete and accurate in all material respects.

c. Delay in Performance. If iamGIS' performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, iamGIS shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay, and iamGIS' obligation to perform will be extended by the same number of days as Customer's contingent action is delayed.

8.5 Customer Account

Customer shall have its own, private account on the Software Services (the "Customer Account"), which will display the Customer Data as part of the Software Services. The Customer Account may be accessed only by the individual(s) designated by Customer as Authorized Users. Customer shall not permit any other person or entity to access the Customer Account, other than an Authorized User. Each Authorized User shall have his/her own, unique login credentials for the Customer Account.

8.6 Marketing

Customer agrees that iamGIS may, unless otherwise specified in writing, use Customer's name and logo on iamGIS's website, marketing materials and other promotional activities. Such use may include, but is not limited to, customer references, social media posts, case studies, and press releases.

9. NON-DISCLOSURE AND CONFIDENTIALITY

9.1 Customer Data; Data Use

"Customer Data" means information, data and other content, in any form or medium, that is submitted by Customer or an Authorized User to or through the Services. Customer shall provide to iamGIS all necessary Customer Data for input or transfer onto the Software Services, which shall detail Customer's assets and infrastructure to be displayed in connection with the Software Services. Customer hereby grants to iamGIS a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate Customer Data to the

extent reasonably required for the performance of iamGIS' obligations and the exercise of iamGIS' rights under this Agreement. Customer warrants to iamGIS that Customer has the right to provide such Customer Data to iamGIS in accordance with this Agreement. Additionally, Customer agrees that data derived by iamGIS from iamGIS' performance of the Services or input by or feedback from Customer may be used for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. The results of such analysis ("De-identified Data") may be used by iamGIS for any lawful purpose both during and following the Term. Notwithstanding anything contained in this Agreement, De-identified Data shall not contain any information that identifies or can be reasonably used to identify an individual person, Customer or its affiliates.

10. LIMITED WARRANTY

iamGIS represents and warrants that it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Software Services will perform substantially in accordance with the documentation under normal use and circumstances. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION 10, EACH PARTY DISCLAIMS ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO THE OTHER PARTY REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY IAMGIS. NO WARRANTY IS MADE THAT USE OF THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED, THAT ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES FUNCTIONALITY WILL MEET CUSTOMER'S REQUIREMENTS.

11. LIMITATION OF LIABILITY

11.1 Exclusion of Damages

EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, REVENUE, PROFIT, OR DATA, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 Liability Cap

EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR

PAYABLE TO IAMGIS PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11.3 Exceptions

The exclusions and limitations in Section 11.1 and Section 11.2 shall not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 9 (Non-Disclosure and Confidentiality); or (b) a party's obligations under Section 12 (Indemnification).

12. INDEMNIFICATION

12.1 iamGIS Indemnification

iamGIS shall defend Customer and its officers, directors, employees, agents, successors and permitted assigns against any third party claim, suit, action or proceeding (each, an "Action") based on a claim that Customer's receipt or use of the Services in accordance with this Agreement infringes any intellectual property right or misappropriates any trade secret of a third party, and shall pay all settlements entered into and damages awarded against Customer to the extent based on such an Action; provided, however, that iamGIS shall have no obligations under this Section 12.1 with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications or other materials provided by Customer to iamGIS; (b) use of the Services in combination with any materials or equipment not supplied to Customer or specified by iamGIS in writing; or (c) any modifications or changes made to the Services by or on behalf of any person or entity other than iamGIS. If the Services, or any part thereof, become, or in the opinion of iamGIS may become, the subject of a claim of infringement or misappropriation, iamGIS may, at its option: (i) procure for Customer the right to use such Services free of any liability; (ii) replace or modify the Services to make them non-infringing; or (iii) terminate this Agreement and refund to Customer any portion of the fees prepaid by Customer for the infringing Services.

12.2 Customer Indemnification

Customer shall defend iamGIS and its officers, directors, employees, agents, affiliates, successors and permitted assigns against all Actions based on a claim that any information or materials provided by Customer (including Customer Data), or iamGIS' receipt or use thereof, infringes any intellectual property right or misappropriates any trade secret of a third party, and shall pay all settlements entered into and damages awarded against iamGIS to the extent based on such an Action.

12.3 Indemnification Procedures

The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed.

The indemnified party's failure to perform any obligations under this Section 12.1 shall not relieve the indemnifying party of its obligations under this Section 12.1 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

13. GENERAL

13.1 Governing Law; Venue

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule. In the event of any dispute arising out of or relating to this Agreement, any suit, action or other proceeding brought by either party shall be brought in, and the parties hereby irrevocably agree to submit to the jurisdiction of, the state and federal courts of Washington.

13.2 Conflicting Terms

Notwithstanding the content of any Customer purchase order or any other document or record, whether in writing or electronic, relating to the subject matter of this Agreement, the terms of this Agreement shall govern and any conflicting, inconsistent, or additional terms contained in such documents shall be null and void.

13.3 Notice

All communications required or otherwise provided under this Agreement shall be in writing and shall be deemed given when delivered (i) by hand, (ii) by registered or certified mail, postage prepaid, return receipt requested; or (iii) by a nationally recognized overnight courier service; to the address set forth on the applicable Ordering Document, as may be amended by the parties by written notice to the other party in accordance with this Section 13.3.

13.4 Assignment

Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that upon prior written notice to the other party, either party may assign the Agreement to an affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13.5 Interpretation

For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Should any provision of this Agreement require judicial interpretation, the parties agree

that the court interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party than against another.

13.6 Severability

In case any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

13.7 Attorneys' Fees

In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

13.8 Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto.

13.9 Amendment; Waiver

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13.10 Force Majeure

Neither party shall be liable for delay or failure in performing any of its obligations hereunder due to causes beyond its reasonable control, including an act of nature, war, natural disaster, governmental regulations, terrorism, communication or utility failures or casualties or the failures or acts of third parties.

13.11 No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

13.12 Relationship of Parties

Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute one party as agent of the other, for any

purpose whatsoever, and neither party shall have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.

13.13 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.