



CASTLE ROCK CITY COUNCIL AGENDA

Regular Meeting: Monday, February 23, 2026
7:30 PM

Location

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

AGENDA

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1. CALL TO ORDER

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

2. PROCLAMATIONS & PRESENTATIONS

3. CITIZEN COMMENTS - maximum 3 minutes

4. DEPARTMENT REPORTS

- City Attorney Nikki Thompson
- Police Chief Charlie Worley
- Public Works Director 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. February 09, 2026 Regular Council Meeting Minutes (page 3-5)

8. OLD BUSINESS

9. NEW BUSINESS

- a. Resolution No. 2026-04, 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. (page 6-7)
- b. Cowlitz County Paths and Trails Grant Agreement to receive funding in the amount of \$70,800 for the Six Rivers Regional Trails System Phase II Project. (page 8-12)

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT REGULAR COUNCIL MEETINGS:

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

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: Earl Queen, Lee Kessler, Roz de Greeve, and Ellen Rose.

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

c. Changes to Agenda

Added request for out-of-state travel for Clerk-Treasurer Carie Cuttonaro.

2. PROCLAMATIONS & PRESENTATIONS

3. CITIZEN COMMENTS - maximum 3 minutes

Sue Fisker, Cowlitz County resident, requested information regarding the library budget and stated her concerns for the future of the library.

4. DEPARTMENT REPORTS

- City Attorney Nikki Thompson
- Police Chief Charlie Worley
- 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

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

- a. January 26, 2026 Regular Council Meeting Minutes

b. January 2026 invoices as described in the Fund Transaction Summary Report in the amount of \$752,889.04.

8. OLD BUSINESS

a. Ordinance No. 2026-01, an ordinance of the City of Castle Rock adopting a new Chapter 5.10, "Peddler and Solicitation Activities", of the Castle Rock Municipal Code (CRMC) to create soliciting licensing requirements, providing for severability, and establishing an effective date, on second reading.

Councilmember Kessler made a motion, seconded by Rose, to approve Ordinance No. 2026-01 on second reading. Motion carried by roll call vote. Councilmembers Queen, Kessler, de Greeve, and Rose voted 'Aye'.

9. NEW BUSINESS

a. Annual Spring Clean-Up Event April 25, 2026; CRCDA requests City sponsorship to print forms and flyers. If not able to print in-house, request to pay costs of printing forms and flyers not to exceed \$550 including tax.

Councilmember Rose made a motion, seconded by Queen, to approve City sponsorship to print forms and flyers. Motion carried by roll call vote. Councilmembers Queen, Kessler, de Greeve, and Rose voted 'Aye'.

b. Request to approve out-of-state travel, as required by CRMC 2.96.010, for Corporal David Yeager to attend the NRL Hunter Match in La Grande, OR, April 17 - April 19, 2026.

Police Chief Charlie Worley presented.

Councilmember Kessler made a motion, seconded by Queen, to approve the out-of-state travel. Motion carried by roll call vote. Councilmembers Queen, Kessler, de Greeve, and Rose voted 'Aye'.

c. Professional Services Agreement with Summit Law Group to provide labor and employment advice and counsel. Services to be billed on a time and materials basis.

Mayor Helenberg presented.

Councilmember Queen made a motion, seconded by Rose, to approve the Professional Services Agreement with Summit Law Group. After further discussion, motion carried by roll call vote. Councilmembers Queen, Kessler, de Greeve, and Rose voted 'Aye'.

d. ***Added Item***

Request to approve out-of-state travel, as required by CRMC 2.96.010, for Clerk-Treasurer Carie Cuttonaro to attend the AGRiP Governance Conference in Nashville, TN, March 1-4, 2026.

Clerk-Treasurer Carie Cuttonaro presented.

Councilmember Queen made a motion, seconded by Rose, to approve the out-of-state travel. Motion carried by roll call vote. Councilmembers Queen, Kessler, de Greeve, and Rose voted 'Aye'.

10. OTHER BUSINESS

11. ADJOURNMENT

There being no further business, Mayor Helenberg adjourned the meeting at 7:57 PM.

Mayor Paul Helenberg

Clerk-Treasurer Carie Cuttonaro

RESOLUTION NO. 2026-04

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

WHEREAS, certain items of equipment belonging to the City of Castle Rock are obsolete and no longer used by the City; and

WHEREAS, the value, obsolescence and condition of these items of inventory make it impractical to trade the same in on future purchases of new inventory items from the list of assets of the City, and to obtain the maximum return for said inventory items, it would be in the best advantage to the City to dispose of the same in a manner that will be to the best advantage to the City of Castle Rock.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE ROCK, WASHINGTON AS FOLLOWS:

1. Based upon the finding and recommendations of the Chief of Police of said City, the items of inventory belonging to said City as shown on “Exhibit A” (Agenda Item Summary), attached hereto and incorporated herein by this reference, are declared to be surplus to the foreseeable needs of the City.

2. That it is deemed to be for the common benefit of the residents of said City to dispose of said items of inventory.

3. That the Chief of Police is authorized to dispose of items listed on “Exhibit A” (Agenda Item Summary), attached hereto, in a manner that will be to the best advantage to the City of Castle Rock.

APPROVED AND ADOPTED this _____ day of _____, 2026.

CITY OF CASTLE ROCK

APPROVED:

Paul Helenberg, Mayor

APPROVED AS TO FORM:

ATTEST:

Nikki Thompson, City Attorney

Carie Cuttonaro, City Clerk

Exhibit A

City of Castle Rock

Agenda Item Summary

Item Title

Resolution No. 2026-04, 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.

Recommended Action

Approve request.

City Attorney Review

Required

Summary Statement

Surplus Items – Smith & Wesson M&P 9 Handguns Serial #s:

NFN8533

NFN7920

NCZ9334

NBJ4096

NLU2603

Staff Contact

Police Chief Charlie Worley

Attachments

1. none

**AGREEMENT
BETWEEN
COWLITZ COUNTY
AND
CITY OF CASTLE ROCK**

THIS AGREEMENT is made and entered into by and between COWLITZ COUNTY, a political sub-division of the State of Washington, hereinafter referred to as "COUNTY" and CITY OF CASTLE ROCK, a municipality of Washington, hereinafter referred to as "CITY".

WHEREAS, COUNTY receives a distribution of statewide fuel taxes according to the provisions of RCW 46.68.090; and

WHEREAS, such funds may be expended as necessary for the planning, accommodation, establishment and maintenance of trails and paths; and

WHEREAS, "Trails" and "paths" are defined in RCW 47.30.005 as "a public way constructed primarily for and open to pedestrians, equestrians, or bicyclists, or any combination thereof, other than a sidewalk constructed as a part of a City street or County road for the exclusive use of pedestrians." The term "trail" or "path" also includes a widened shoulder of a highway, street, or road when the extra shoulder width is constructed to accommodate bicyclists consistent with a comprehensive plan or master plan for bicycle trails or paths adopted by a state or local governmental authority either prior to such construction or prior to January 1, 1980; and

WHEREAS, the City of Castle Rock has requested funding assistance from the County in the amount of \$70,800 for its Six Rivers Regional Trails System Phase II Project; and

IT IS THE PURPOSE OF THE AGREEMENT to provide funding assistance to the CITY from the COUNTY's share of statewide fuel taxes dedicated to paths and trails for the CITY's Six Rivers Regional Trails System Phase II Project which will extend the Riverfront Trail, install pedestrian friendly lighting and a pedestrian crossing.

THERE, IT IS MUTUALLY AGREED THAT:

EFFECTIVE DATE

This Agreement shall be effective upon execution by both parties.

PAYMENT

Pursuant to the Agreement, COUNTY shall pay to the CITY the sum of \$70,800, for the Six Rivers

Regional Trails System Phase II Project from the Cowlitz County Path and Trail Fund.

REPAYMENT GUARANTEES

In the event that tax proceeds have been disbursed to the CITY and the funds are not used for the intended purpose, the CITY hereby guarantees that it will refund to the COUNTY all such proceeds disbursed to it, together with accrued interest at the same rate as if the funds had been invested with the Washington State Local Government Investment Pool, provided that the CITY may deduct such amount as it shall have expended through the date on which a decision is made that the funds are not needed.

RECAPTURE

In the event tax proceeds have been disbursed to the CITY and the CITY fails to comply with the terms of this Agreement or to comply with applicable state law, COUNTY reserves the right to recapture funds in an amount necessary to compensate COUNTY for the noncompliance, in addition to any other remedies available at law or in equity. This paragraph shall survive any termination, expiration of determination of invalidity of this Agreement in whole or in part.

DISALLOWED COSTS

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

AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified or amended by written Agreement executed by both parties.

ASSIGNMENT

This Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for the County is:

Shawn Roewe, Finance Director
Cowlitz County Dept. of Administrative Services
1600 - 13th Avenue S
Kelso, WA 98626
Telephone: 360-577-3030
Email: roewes@cowlitzwa.gov

The Program Manager for the City is:

Carie Cuttonaro, Clerk-Treasurer
City of Castle Rock
PO Box 370
Castle Rock, WA 98611
Telephone: 360-274-8181
Email: ccuttonaro@ci.castle-rock.wa.us

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto.

GOVERNING LAW AND DOCUMENTS

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws, with state venue in Superior Court of Cowlitz County. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of the Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. This Agreement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

CONSTRUCTION

This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

INDEPENDENT CAPACITY AND LIABILITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

Each party agrees to be responsible for the liabilities arising out of employment, conduct or omissions of its own officers, agents and employees. Employees performing duties under the direction and supervision of one party are deemed for the purpose of this agreement to be considered agents of that party only, and not agents or employees of the other party.

RECORDS MAINTENANCE

The parties to this agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services and work described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third party without first giving notice to the furnishing party and giving it reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

SEVERABILITY

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

TERMINATION

Either party may terminate this Agreement upon 30 days’ prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party give the other party written notice of such failure or violation. The party responsible will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

WAIVER

A failure by either party to exercise its rights under this Agreement shall preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITING CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties.

No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF CASTLE ROCK

**BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON**

DATED:

DATED:

For City of Castle Rock

Richard R. Dahl, Chairman

Steve Rader, Commissioner

Steven L. Ferrell, Commissioner

ATTEST:

Kelly Grayson, Clerk of the Board