



CASTLE ROCK CITY COUNCIL AGENDA

Regular Meeting: Monday, August 10, 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

- Police Chief Charlie Worley
- Public Works Director Tyler Stone
- 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. July 27, 2026 Regular Council Meeting Minutes (page 3-4)
- b. July 2026 invoices as described in the Fund Transaction Summary Report in the amount of \$832,116.60. (page 5-6)

8. OLD BUSINESS

9. NEW BUSINESS

- a. Ordinance No. 2026-07, an ordinance adding a new Chapter 5.03 "Parades, Athletic Events and Other Special Events" to Title 5 "Business Taxes, Licenses and Regulations" of the municipal code of the City of Castle Rock, Washington. (page 7-15)
- b. Park Host Agreement for the Al Helenberg Memorial Boat Launch between the City and Steven Cochran. (page 16-18)

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT REGULAR COUNCIL MEETINGS:

<u>3Q26</u>	<u>4Q26</u>	<u>1Q27</u>	<u>2Q27</u>
July 13	October 12	January 11	April 12
July 27	October 26	January 25	April 26
August 10	November 09	February 08	May 10
August 24	November 23	February 22	May 24
September 14	December 14	March 08	June 14
September 28	December 28	March 22	June 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, Roz de Greeve, Dennis Ehrhorn, and Ellen Rose.

Councilmember Kessler was absent.

2. PROCLAMATIONS & PRESENTATIONS

3. CITIZEN COMMENTS - maximum 3 minutes

Sue Fisker, representative of the Friends of the Library, informed Mayor Helenberg there are currently only two members remaining on the Library Board and one of them will be leaving soon. Mayor Helenberg will appoint persons to fill the board.

4. DEPARTMENT REPORTS

- City Attorney Nikki Thompson

- Police Chief Charlie Worley

- Public Works Director Tyler Stone

Public Works Director Tyler Stone gave a verbal report.

- City Engineer Tom Gower

- Clerk-Treasurer Carie Cuttonaro

Clerk-Treasurer Carie Cuttonaro gave a verbal report.

1. Financials

5. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers

Mayor Helenberg gave a verbal report.

- CRCDA Representative

6. PUBLIC HEARINGS

7. CONSENT AGENDA

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

a. July 13, 2026 Regular Council Meeting Minutes

b. Termination of Janitorial Services Agreement with ABM Industry Groups, LLC.

8. OLD BUSINESS

9. NEW BUSINESS

10. OTHER BUSINESS

11. ADJOURNMENT

There being no further business, Mayor Helenberg adjourned the meeting at 7:38 PM.

Mayor Paul Helenberg

Clerk-Treasurer Carie Cuttonaro

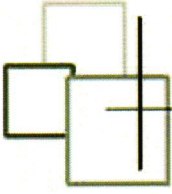
As of this date, 8/10/2026, the Council by a majority vote, does approve payment of the vouchers included in the Fund Transaction Summary Report, and further described as:

Payroll Expenditures				
Transaction Type	Description & Transactions		Amount	Payment Date
Mid-Month Draw	Payroll	Nacha # 2139813	20,100.00	7/15/2026
	Taxes	ACH	4,510.00	
EOM Payroll	Payroll	Nacha # 2155606	74,945.49	7/31/2026
	Checks	26975 - 26980	8,233.10	
	Benefits	ACH	50,632.71	
	Checks	26982 - 26985	4,026.42	
	Taxes	ACH	45,741.45	
	Voided	26981	-	
Total Payroll Expenditures			208,189.17	Paystub printed on check
General Expenditures				
Transaction Type	Description		Amount	Payment Date
Adjustment/EFT	EFT#1222-7/2026		158.04	7/3/2026
Adjustment/EFT	EFT#1223-7/2026		54.00	7/8/2026
Adjustment/EFT	EFT#1224-7/2026		7,798.37	7/24/2026
Claims	Voided Check	55700 - V	(85.77)	7/30/2026
Claims	Check	57349 - 57352	3,740.37	7/21/2026
Claims	Check	57353 - 57354	218.50	7/29/2026
Claims	Check	57355 - 57359	2,624.54	7/30/2026
Claims	Check	57360 - 57433	562,196.70	7/30/2026
Total General Expenditures			576,704.75	
TBD Expenditures				
Transaction Type	Description		Amount	Payment Date
Adjustment/EFT	EFT#			
Claims	Check	2087	47,222.68	7/30/2026
Total Expenditures				
Total General and TBD Expenditures			623,927.43	7/1/2026 - 7/30/2026
Payroll Expenditures			208,189.17	
Grand Total Expenditures			832,116.60	
Fund Transaction Summary Report			832,116.60	
Balance Check (s/b -0-)			-	

Earl Queen, Audit Committee Member

Roz de Greeve, Audit Committee Member

Ellen Rose, Audit Committee Member



Fund Transaction Summary

Transaction Type: Invoice

Fiscal: 2026 - Jul - Aug - City Council

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

Fund Number	Description	Amount
010	General Fund	\$163,876.65
100	Street Fund	\$23,161.95
115	Building Code Account Fund	\$7,813.11
120	Visitor Center Fund	\$11,220.77
130	Library Fund	\$1,020.44
140	Criminal Justice Fund	\$142.50
145	Local Criminal Justice Fund	\$127.79
170	DOT Spoil Site Fund	\$2,702.34
320	Street Construction Capital Fund	\$365,321.66
400	Water/Sewer Operating Fund	\$131,771.73
410	Regional Water System Fund	\$30,888.65
420	Stormwater Management Fund	\$8,932.97
425	Stormwater Capital Reserve Fund	\$12,415.00
430	Regional Water Capital Improvement	\$193.73
435	Muni Water Capital Improvement	\$22,016.31
470	Muni Sewer Capital Imprv Reserve	\$1,264.29
475	Boat Launch Facility Fund	\$519.40
632	Transportation Benefit District Fund	\$47,222.68
634	State Custodial Pass-Thru Fund	\$1,504.63
Count: 19		\$832,116.60

**CITY OF CASTLE ROCK
ORDINANCE NO. 2026-07**

**AN ORDINANCE ADDING A NEW CHAPTER 5.03 “PARADES, ATHLETIC EVENTS
AND OTHER SPECIAL EVENTS” TO TITLE 5 “BUSINESS TAXES, LICENSES AND
REGULATIONS” OF THE MUNICIPAL CODE OF THE CITY OF CASTLE ROCK,
WASHINGTON.**

WHEREAS, City Council adopted Ordinance No. 2018-06 which added Chapter 9.21 “Parades, Athletic Events and Other Special Events” to Title 9 “Public Peace, Morals and Welfare” on September 10, 2018; and,

WHEREAS, City Council adopted Ordinance No. 2025-18 on December 8, 2025 which repealed Title 9; and,

WHEREAS, the Chapter regarding Special Events was repealed as part of the repeal of the criminal code; and,

WHEREAS, the City Council finds it necessary and in the public interest to reinstate the Chapter regarding Special Events and to locate it in Title 5 “Business Taxes, Licenses and Regulations”;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CASTLE ROCK
DO ORDAIN AS FOLLOWS:**

SECTION 1. A new Chapter 5.03 entitled “Parades, Athletic Events and Other Special Events” is hereby added to Title 5 “Business Taxes, Licenses and Regulations”, to read as follows:

CHAPTER 5.03

PARADES, ATHLETIC EVENTS AND OTHER SPECIAL EVENTS

Sections:

5.03.010 Definitions

5.03.020 Permit required

5.03.030 Grounds for denial of application

5.03.040 Permit conditions

5.03.050 Appeal procedure

5.03.060 Exemptions from fees, indemnification agreement and insurance

5.03.070 Indemnification agreement

5.03.080 Insurance

5.03.090 Fees for city services

5.03.100 Cleanup deposits

5.03.110 Revocation of permits

5.03.120 Violation – Penalty

5.03.010 Definitions.

A. “Special Events” include any event which is to be conducted on a public rights-of-way; and, also any event held on public or private property which would have a direct significant impact on traffic congestion; or traffic flow to and from the event over public streets or rights-of-ways; or which would significantly impact public streets or rights-of-way near the event; or which would significantly impact the need for City-provided emergency services, such as police, fire or medical aid. It is presumed that any event on private property which involves an open invitation to the public to attend or events where the attendance is by private invitation of fifty (50) or more people are each presumed to be an event that will have a direct significant impact on the public streets, rights-of-way or emergency services. Special events might include, but are not limited to, fun runs, roadway foot races, fund raising walks, auctions, bike-a-thons, parades, carnivals, shows or inhabitations, filming/movie events, circuses, block parties and fairs.

B. “Special Events protected under the First and Fourteenth Amendments” include any event involving constitutionally protected political or religious activity intended primarily for the communication or expression of ideas.

C. “Use” shall mean to construct, erect, or maintain in, on, over or under any street, right –of-way, park or other public place, any building, structure, sign, equipment or scaffolding, to deface any public right-of-way by painting, spraying or writing on the surface thereof, or to otherwise occupy in such a manner as to obstruct the normal public use of any public street, right-of-way, park or other public place within the City, including a use related to special events.

5.03.020 Permit required.

A. A special event permit or authorization from the City is required for any event in a park, public place or on private property where it will significantly impact public sidewalks, public roadways or emergency services. Such special event permit shall be in addition to any street or park use, or other regular permits as may be required by ordinance. The cost of a permit shall be set by resolution of the City Council and will be in addition to any costs/fees stated in this chapter.

B. When such an event will be an exercise of rights protected by the First and Fourteenth Amendments to the United States Constitution the application shall be processed promptly, without charging a fee for political or religious activities or imposing terms or conditions that infringe constitutional freedoms, and in a manner that respects the liberty of applicants and the public.

C. A special event permit is not required for the following:

1. Parades, athletic events or other special events that occur exclusively on City property and are sponsored or conducted in full by the City of Castle Rock.
2. Events occurring within a facility properly licensed to conduct such events as part of their normal business, and where such facility maintains a legal occupant

limit equal to or greater than the expected attendance at the event (for example, hotel or restaurant conference or banquet facilities).

3. Funeral and wedding processions.

4. Groups required by law to be so assembled.

5. Gathering of thirty (30) or fewer people in a City park, unless merchandise, food or services are offered for sale or trade.

6. Temporary sales conducted by businesses, such as holiday sales, grand opening sales, or anniversary sales, provided no merchandise is displayed or business conducted in the public right-of-way.

7. Garage sales and rummage sales, provided that no merchandise is displayed or business conducted in the public right-of-way and no more than four (4) properties on any single block are conducting sales on the same day.

8. The exhibition of films or motion pictures.

9. Other similar events and activities which do not directly affect or use City services or property, or significantly affect the public's use of public right-of-ways, as determined in the discretion of the City.

D. Any person desiring to sponsor a parade, athletic event or special event shall apply for a special event permit by filing an application with the City at least sixty (60) days prior to the date on which the event is to occur.

E. Waiver of Application Deadline: Upon a showing of good cause or at the discretion of the City, the City shall consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the application and obtain City Services for the event. Good cause may be demonstrated by the applicant showing that the circumstance that gave rise to the permit application did not reasonably allow the participants to file within the time prescribed or the event is for the purpose of exercising rights under the First and/or Fourteenth Amendments of the United States Constitution.

9.40.030 Grounds for denial of application.

A. The City may deny an application for a special permit if:

1. The applicant provides false or misleading information; the applicants fails to complete the application or to supply other required information or documents; or the applicant declares or shows an unwillingness or inability to comply with the reasonable terms or conditions contained in the proposed permit;

2. The proposed event would conflict with another proximate event, interfere with construction or maintenance work in the immediate vicinity, or unreasonably infringe upon the rights of abutting property; or

3. The proposed event would unreasonable disrupt the orderly or safe circulation of traffic or would present an unreasonable risk of injury or damage to the public.

B. In the event subsection A.2 or A.3 of this section applies, the City may offer the applicant the opportunity to submit an alternative date or place for the proposed event before denying the application.

5.03.040 Permit conditions.

A. The City may condition the issuance of a special events permit by imposing reasonable requirements concerning the time, place and manner of the event, and such requirements as are necessary to protect the safety and rights of persons and property, and the control of traffic. The following potential conditions apply to all special events permits;

1. Alteration of the time, place and manner of the event proposed on the event application.

2. Conditions concerning the area of assembly and disbanding of an event occurring along a route.

3. Conditions concerning accommodation of pedestrians or vehicular traffic, including restricting the event to only a portion of the streets or rights-of-way.

B. Potential conditions on special events permits not protected under the First and Fourteenth Amendments to the United States Constitution include, but are not limited to:

1. Requirements for the use of traffic cones or barricades.

2. Requirements for the provision of first aid or sanitary facilities.

3. Requirements for use of event monitors and providing notice of permit conditions to event participants.

4. Restrictions on the number and type of vehicles, animals or structures at the event, and inspection and approval of floats, structures and decorated vehicles for fire safety.

5. Compliance with animal protection ordinances and laws.

6. Requirements for use of garbage containers, cleanup, and repair/restoration of City property.

7. Restrictions on the use of amplified sound and compliance with noise and nuisance ordinances, regulations and laws.
8. Notice to residents and/or businesses regarding any activity which would require a street closure.
9. Restrictions on the sale and/or consumption of alcohol.
10. Elimination of an activity which cannot be mitigated to a point as to ensure public safety and welfare, or which causes undue liability to the City.
11. Requirements regarding the use of City personnel and equipment.
12. Compliance with any other applicable federal, state or local law or regulation.

5.03.050 Appeal procedure.

A. The applicant shall have the right to appeal the denial of a permit or permit condition. The applicant shall also have the right to appeal the amount of fees or clean-up deposits imposed pursuant to Section 5.03.090 or 5.03.100, or a determination by the City that the applicant's certificate of insurance does not comply with the requirements specified in Section 5.03.080. A written notice of appeal must be filed within three (3) business days after receipt or personal delivery of a notice of denial or permit conditions from the City or the appeal may be rejected on the basis of being untimely. The written notice of appeal shall set forth the specific grounds for the appeal and attach any relevant documents for consideration. The City Council shall hear the appeal on the record provided from the designated City Official and upon comment given at the hearing before the Council. The hearing shall be scheduled at a regularly scheduled meeting of the City Council no later than thirty (30) days after receipt of a timely and proper notice of appeal. Written notice shall be provided to the appellant of the date and time of the appeal is to be considered by the City Council. Comment from the appealing party or from the public at the appeal hearing shall be limited to three (3) minutes per individual and fifteen (15) minutes each for the appellant and City respondent, unless otherwise approved by the City Council. The decision of the City Council is final.

B. If there is insufficient time for a timely appeal to be heard by the City Council prior to the date on which the event is scheduled, the applicant may, at its own option, request that the designated City Official schedule the appeal before the Mayor. The Mayor or designee shall hold a hearing no later than five (5) business days after the filing of the appeal and will render a decision no later than one (1) business day after hearing the appeal. If the appeal is requested before the Mayor, the Mayor's decision is final. There is no further appeal to the City Council.

5.03.060 Exemptions from fees, indemnification agreement and insurance.

A. No fee, indemnification agreement or insurance requirement shall be imposed when prohibited by the First and Fourteenth Amendment to the United States Constitution. Political or religious activity intended primarily for the communication or expression of ideas shall be presumed to be a constitutionally protected event, unless the factors show otherwise. Factors that may be considered in evaluation of whether or not the fee applies include the nature of the event; the extent of any commercial activity, such as the sales of food, goods, and services; the intention to have product advertising or promotion, or other business participation in the event; the proposed use or application of any funds raised; if the event is part of any annual tradition or series; previous events of the applicant of a similar sequence; and the public perception of the event.

B. No fee, indemnification agreement or insurance requirement shall be required for a special event sponsored solely by the City of Castle Rock.

5.03.070 Indemnification agreement.

Prior to the issuance of a permit for a special event not protected under the First and Fourteenth Amendments of the United States Constitution, the permit applicant and authorized officer of the sponsoring organization, if any, must agree to reimburse the City for any costs incurred by it in repairing damage to City property, and to indemnify the City, its officers, employees and agents from all causes of action, claims or liabilities occurring in connection with the permitted event, except those which occur due to the City's sole negligence.

5.03.080 Insurance.

A. The following insurance shall be required in connection with the issuance of a permit for a special event not protected under the First and Fourteenth Amendments of the United States Constitution, unless otherwise waived by the Mayor or his/her designee: \$2,000,000.00 commercial general liability insurance per occurrence combined single limits, \$2,000,000.00 aggregate unless waived by the City.

B. The Public Works Director or Clerk-Treasurer is authorized and directed to require written proof of such insurance prior to permit issuance. The insurance policy shall be written on an occurrence basis, shall name the City of Castle Rock as an additional insured, shall be written for a period not less than twenty-four (24) hours prior to the event and extending for a period of not less than twenty-four (24) hours following the completion of the event, and shall contain a provision prohibiting cancellation of the policy, except upon thirty (30) days prior written notice to the City.

5.03.090 Fees for city services.

A. Upon approval of an application for a permit for a special event not protected under the First and Fourteenth Amendments of the United States Constitution, the city may provide the applicant with a statement of the estimated reimbursement cost for providing City personnel and equipment. The applicant/sponsor of the event shall prepay these

estimated costs for City services and equipment ten (10) days prior to the special event. City services and equipment may include the use of police officers and public employees for traffic and crowd control, pick up and delivery of traffic control devices, picnic tables, extraordinary street sweeping, garbage collection and any other needed, requested or required city service and the cost of operating the equipment to provide such services.

B. If the actual cost for City services and equipment on the date(s) of the events is less than the estimated cost, the applicant/sponsor will be refunded the difference by the City in a timely manner. If the actual cost for City services and equipment on the date (s) of the event is greater than the estimated cost, the applicant/sponsor will be billed for the difference; the applicant/sponsor shall pay the difference within thirty-three (33) days of the date the City places the bill in the U.S. Mail.

C. Permit fees and fees for the use of City services and equipment may be waived in part or in full by the Mayor, or his/her designee, if in review of the application it is found that the event is of sufficient public benefit to warrant the expenditure of City funds without reimbursement by the applicant/sponsor.

5.03.100 Cleanup deposits.

A. The applicant/sponsor of an event not protected under the First and Fourteenth Amendments of the United States Constitution involving the sale of food or beverages for immediate consumption, erection of structures, horses or other large animals, water aid stations or any other event likely to create a substantial need for cleanup, may be required to provide a cleanup deposit prior to the issuance of a special event permit.

B. The cleanup deposit may be returned after the event if the area used for the permitted event has been cleaned and restored to the same condition as existed prior to the event.

C. If the property used for the event has not been properly cleaned or restored, the applicant/sponsor shall be billed for the actual cost by the City for cleanup and restoration. The cleanup deposit shall be applied toward the payment of the bill.

5.03.110 Revocation of permits.

Any permit issued under this ordinance may be summarily revoked by the City at any time when, by reason or disaster, public calamity, riot or other emergency or exigent circumstances, the City determines the safety of the public or property requires such immediate revocation. The City may also summarily revoke any permit issued pursuant to this ordinance if it finds that the permit has been issued based upon false information or when the permittee exceeds the scope of the permit or fails to comply with any condition of the permit. Notice of such action revoking a permit shall be delivered in writing to the permittee by personal service or certified mail at the address specified by the permittee in the application. The permittee/sponsor or their designee will be readily available to the City at the site of the event during all hours of operation for receipt of such notice.

5.03.120 Violation – Penalty.

A. It shall be unlawful for any person to sponsor or conduct a special event requiring a special event permit pursuant to this ordinance unless a valid permit has been issued and remains in effect for the event. It is unlawful for any person to participate in such an event with the knowledge that the sponsor of the event has not been issued a required, valid permit or with knowledge that a once-valid permit has expired or been revoked.

B. The special event permit authorizes the permittee/sponsor to conduct only such an event as is described in the permit, and in accordance with the terms and conditions of the permit. It is unlawful for the permittee/sponsor to willfully violate the terms and conditions of the permit, or for any event participant with knowledge thereof to willfully violate the terms and conditions of the permit or to continue with the event if the permit is revoked or expired.

C. Any person or organization violating the provisions of this chapter shall be guilty of a misdemeanor, and upon conviction thereof, shall be subject to a penalty as defined in RCW 9A.20.021.

SECTION 2. 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 of any other section, sentence, clause, or phrase of this ordinance.

SECTION 3. AUTHORITY TO MAKE NECESSARY CORRECTIONS. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passing and publication of an approved summary consisting of the title.

PASSED in regular session 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

PARK HOST AGREEMENT
AL HELENBERG MEMORIAL BOAT LAUNCH

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the **City of Castle Rock**, hereinafter referred to as “City” and **Steven Cochran** hereinafter referred to as “Park Host”.

NOW, THEREFORE, it is agreed as follows:

1. **COMPENSATION.** The Park Host shall receive a parking stall designated for a Recreational Vehicle and a personal vehicle at Al Helenberg Memorial Boat Launch along with electricity, a sewer hook-up, a water hook-up and an annual Al Helenberg Memorial Boat Launch Pass in exchange for services rendered as a volunteer Park Host. The Park Host shall not receive monetary compensation for services. No other structures shall be allowed on the site.
2. **SERVICES RENDERED.** The Park Host may meet and greet boaters, fisherman and the public in general. The Park Host shall clean and maintain the restrooms, grounds, and park property as needed to assist the City staff. Such duties shall include, but are not limited to: restroom cleaning, maintenance and minor repairs, keeping the grounds clear of litter, maintaining and planting of landscape areas as needed, mowing all grass areas located on and around the property, maintaining and assist with the orchard, and maintain areas around the City’s Impound/Storage facility. The Park Host shall notify the Castle Rock Police Department of all illegal activity. The Park Host shall additionally notify the Castle Rock Public Works Director of such activity, including violations of City ordinances related to this site. The Park Host shall keep the park and grounds free and clear of all litter and debris and keep their own recreational vehicle site clean and maintained.
3. **SUBLETTING.** The Park Host will not sublet the Park Host recreational vehicle site unless otherwise granted in writing by the City prior to any such sublet.
4. **INSPECTION AND USE OF THE PREMISES.** The Park Host has inspected the premises and accepts the conditions of the premises and will return the premises to the present state of condition (normal wear and tear accepted) when the agreement expires

or is terminated. The Park Host agrees to use the premises only as a single-family RV unit. It is expressly agreed that no other persons shall live or reside within the premises without written permission of the City.

5. **PETS.** Pets must be kept on a leash of six feet or less or restrained at all times when outside of the Park Host recreational or personal vehicles.
6. **ACCESS.** The City maintains the right to access the entire premises of Al Helenberg Memorial Boat Launch for the purpose of inspection, repairs, maintenance, alteration and improvements, to maintain the restrooms and other infrastructure, to exhibit information, to provide signage, and to provide other necessary maintenance and services that are required.
7. **RELEASE FROM DAMAGES, INDEMNIFICATION.** The Park Host is familiar with the conditions at Al Helenberg Memorial Boat Launch and the potential hazards associated with residing at the facility. The Park Host hereby releases the City of Castle Rock, and the officers, employees and agents of each, from any claim for death or injury of any person in or about the Al Helenberg Memorial Boat Launch premises or the loss of or damage to any property of the Park Host.

Park Host shall so conduct their activities upon the premises so as not to endanger any person lawfully thereon; and shall indemnify, save and hold harmless city and all of its officers, agents and employees from any and all claims for losses, injuries, damages and liabilities to persons or property occasioned wholly or in part by the acts or omissions of Park Host, their agents, officers, employees, guests, patrons, or any person or persons admitted to said premises by Park Host while said premises are used by or under the control of concessionaire.

8. **SURRENDER OF PREMISES.** Upon termination of this agreement, the Park Host shall vacate the premises and remove all personal property belonging to the Park Host and surrender all property, materials and supplies belonging to the City within 30 days.
9. **ADDITIONAL RESPONSIBILITIES OF THE PARK HOST.** The Park Host shall be responsible for all tools, equipment, and supplies, issued for use in performing host duties. The Park Host shall not lend, sell, or give the general public, any supply,

material, or tool. The Park Host further agrees to treat all park users in a friendly and respectable manner. The Park Host also agrees to become familiar with park rules, City ordinances related to this site and report all violations to the proper authorities.

10. **TERM.** This Agreement shall be effective for one year from the date of execution. Either party may notify the other at any time for the purpose of terminating this agreement. 30 days notice shall be given by the Park Host, but the City may terminate the agreement immediately. The City may also notify the Park Host of their desire to renew or not renew this Agreement prior to the end of the term. The City may end this Agreement at any time for reasons of insufficient job performance, malfeasance, or any other reason related to the performance of duties carried out by the Park Host.
11. **CONTACTS.** The following are the names and addresses for the parties subject to this Agreement:

CITY OF CASTLE ROCK

Attn: Public Works Director Tyler Stone
PO Box 370
Castle Rock, WA 98611
(360) 274-7478

PARK HOST

Steven Cochran
PO Box 172
Castle Rock, WA 98611
(360) 589-1919

12. **COMPLIANCE WITH LAWS.** Park Host shall observe and comply with all laws, statutes, ordinances, rules and regulations of the United States Government, the state of Washington, the City of Castle Rock and Cowlitz County, or any department or agency of the above.
13. **CONCESSIONS, SIGNS, SERVICES.** The Park Host may not operate concessions or provide services to the patrons of the boat launch without the prior approval of the City. No signs may be posted by the Park Host without the prior approval of the City.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first herein above written.

CITY OF CASTLE ROCK

PARK HOST

Paul Helenberg, Mayor

Steven Cochran