



CASTLE ROCK CITY COUNCIL AGENDA

Regular Meeting: Monday, October 10, 2022
7:30 PM

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

AGENDA

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

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1. CALL TO ORDER

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

2. PROCLAMATIONS & PRESENTATIONS

3. CITIZEN COMMENTS - please limit to 3 minutes

4. DEPARTMENT REPORTS

- City Attorney Frank Randolph
- Police Chief Charlie Worley
- Public Works Director Dave Vorse
- City Engineer Tom Gower
- Clerk-Treasurer Carie Cuttonaro

5. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers
- CRCDA Representative Nancy Chennault
 - 1. America in Bloom 2022 Symposium results.

6. PUBLIC HEARINGS

7. CONSENT AGENDA

- a.
 - Approve the September 2022 invoices as described in the Fund Transaction Summary Report in the amount of \$553,571.94. (page 3-4)

8. OLD BUSINESS

- a. Updated 2022 Salary Comparison for Elected Officials. This item was tabled 09/26/2022. (page 5-8)

9. NEW BUSINESS

- a. Bid Tab Results and Award - Chemical Procurement. (page 9)
- b. Request for Care Coalition office space use during city hall hours up to two times per week.
- c. Request to close bank account held at Fibre Federal Credit Union initially opened earlier this year, which was intended for daily deposits.
- d. Contract renewal with Northwest Enforcement, Inc. to provide continued courier service at a cost of \$350.00 per month plus 10% fuel surcharge if fuel costs significantly surpass \$4.00 per gallon. (page 10-16)
- e. Request for possible purchase of a 2022 Dodge Durango Pursuit Vehicle not to exceed \$65,000.
- f. Special Event Permit #2022-0029; Castle Rock Community Development Alliance (CRCDA) - Halloween Jamboree; October 30, 2022 between 12:00 PM and 6:00 PM; Street closures include Cowlitz St W from Huntington Ave to stop sign located near Castle Rock Library, Front Ave from A Street SW to Pastime Tavern, and 1st Ave SW; Insurance has not been received. (page 17-28)
- g. Ordinance No. 2022-08, an ordinance amending a section of Castle Rock Municipal Code Chapter 6.04 Animals Running at Large, increasing impoundment fees. (page 29-30)

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT REGULAR COUNCIL MEETINGS:

<u>4Q22</u>	<u>1Q23</u>	<u>2Q23</u>	<u>3Q23</u>
October 10	January 09	April 10	July 10
October 24	January 23	April 24	July 24
November 14	February 13	May 08	August 14
November 28	February 27	May 22	August 28
December 12	March 13	June 12	September 11
Tuesday, December 27	March 27	June 26	September 25

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.

As of this date, 10/10/2022, the Council by a majority vote, does approve payment of the vouchers included in the Fund Transaction Summary Report, and further described as:

General Expenditures

<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Adjustment/EFT	EFT# 945-9/2022	7,431.56	9/25/2022
Adjustment/EFT	EFT# 946-9/2022	111,774.00	9/25/2022
Adjustment/EFT	EFT# 947-9/2022	203.71	9/3/2022
Adjustment/EFT	EFT# 948-9/2022	35,742.00	9/30/2022
Claims	Check 53640	377.69	9/14/2022
Claims	Check 53641	42.67	9/26/2022
Claims	Check 53642 - 53643	2,503.15	9/30/2022
Claims	Check 53644 - 53706	150,766.98	9/30/2022
		<u>308,841.76</u>	

Payroll Expenditures

<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Mid-Month Draw	Nacha # 757826	22,400.00	9/15/2022
Mid-Month Draw	Taxes	5,600.00	9/15/2022
EOM Payroll	Nacha # 772208	62,808.40	9/30/2022
EOM Payroll	Checks 26295 - 26311	70,096.77	9/30/2022
EOM Payroll	Taxes	25,540.67	9/30/2022
Accrued - Quarterly Payroll Tax		<u>186,445.84</u>	

TBD Expenditures

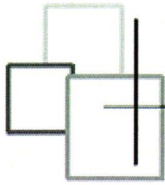
<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Adjustment/EFT		-	
Claims	Check 2058	58,284.34	9/13/2022
		<u>58,284.34</u>	

	<u>Amount</u>	<u>Payment Date</u>
Grand Total Expenditures	553,571.94	9/1/2022 - 9/30/2022
Fund Transaction Summary Report	553,571.94	
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: 2022 - Sep - October - City Council

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

Fund Number	Description	Amount
010	General Fund	\$127,444.74
100	Street Fund	\$21,220.93
115	Building Code Account Fund	\$3,455.59
120	Visitor Center Fund	\$719.46
130	Library Fund	\$1,216.72
145	Local Criminal Justice Fund	\$125.08
170	DOT Spoil Site Fund	\$2,059.40
320	Street Construction Capital Fund	\$11,931.34
400	Water/Sewer Operating Fund	\$232,927.99
410	Regional Water System Fund	\$34,979.02
420	Stormwater Management Fund	\$12,432.96
430	Regional Water Capital Improvement	\$9,863.23
435	Muni Water Capital Improvement	\$35,499.00
470	Muni Sewer Capital Imprv Reserve	\$198.69
475	Boat Launch Facility Fund	\$835.76
632	Transportation Benefit District Fund	\$58,284.34
634	State Custodial Pass-Thru Fund	\$377.69
	Count: 17	\$553,571.94

Councilmembers

City/Town	Population	Compensation per Month	Compensation per Meeting	Total Per Year	Additional Information	Councilmember Compares to CR Current Rate
Castle Rock	2,445	200.00		2,400.00		
Chewelah	2,535	100.00		1,200.00		(100.00)
Cle Elum	2,250	250.00		3,000.00		50.00
Colfax	2,785	150.00		1,800.00		(50.00)
Eatonville	2,890		75.00	1,800.00		(50.00)
Friday Harbor	2,680	450.00	60.00	6,840.00		370.00
Gold Bar	2,290	100.00		1,200.00		(100.00)
Leavenworth	2,515	600.00		7,200.00		400.00
Okanogan	2,415	125.00		1,500.00		(75.00)
Rainier	2,510	250.00		3,000.00		50.00
Warden	2,525		75.00	1,800.00		(50.00)
Westport	2,255	516.37		6,196.00		316.37
White Salmon	2,490	166.00		1,992.00		(34.00)
Kalama	3,065		100.00	2,400.00	Maximum 2 meetings paid per month.	-
Kelso	12,720	500.00		6,000.00		300.00
City of Longview	37,780	1,010.00		12,120.00		810.00
Woodland	6,575	150.00	50.00	3,000.00		50.00

Total Difference	1,887.37
Average Difference Compared to CR	117.96

Total Difference Less Kalama, Kelso, Longview, Woodland	727.37
Average Difference Compared to CR	60.61

Total Difference Cowlitz County Only	1,160.00
Average Difference Compared to CR	290.00

Councilmember Current Rates

200.00	Per Month (Per Position)
1,000.00	Rate Per Month (Total Positions)
12,000.00	Total Cost Annually (Total Positions)

Councilmember Possible Proposed Rates

300.00	Per Month (Per Position)
1,500.00	Rate Per Month (Total Positions)
18,000.00	Total Cost Annually (Total Positions)
6,000.00	Annual Difference/Increase (Total Positions)

Councilmember Possible Proposed Rates

400.00	Per Month (Per Position)
2,000.00	Rate Per Month (Total Positions)
24,000.00	Total Cost Annually (Total Positions)
12,000.00	Annual Difference/Increase (Total Positions)

Councilmember Possible Proposed Rates

500.00	Per Month (Per Position)
2,500.00	Rate Per Month (Total Positions)
30,000.00	Total Cost Annually (Total Positions)
18,000.00	Annual Difference/Increase (Total Positions)

Councilmember Possible Proposed Rates

600.00	Per Month (Per Position)
3,000.00	Rate Per Month (Total Positions)
36,000.00	Total Cost Annually (Total Positions)
24,000.00	Annual Difference/Increase (Total Positions)

Councilmember Possible Proposed Rates

700.00	Per Month (Per Position)
3,500.00	Rate Per Month (Total Positions)
42,000.00	Total Cost Annually (Total Positions)
30,000.00	Annual Difference/Increase (Total Positions)

Councilmember Possible Proposed Rates

800.00	Per Month (Per Position)
4,000.00	Rate Per Month (Total Positions)
48,000.00	Total Cost Annually (Total Positions)
36,000.00	Annual Difference/Increase (Total Positions)

Mayor

City/Town	Population	Compensation per Month	Total Per Year	Additional Information	Mayor Compares to CR Current Rate
Castle Rock	2,445	400.00	4,800.00		
Chewelah	2,535	1,000.00	12,000.00	City Administrator \$6,604/mo	600.00
Cle Elum	2,250	3,000.00	36,000.00	City Administrator (\$8,520-10,356/mo)	2,600.00
Colfax	2,785	600.00	7,200.00	City Administrator (\$3,400-7,567/mo)	200.00
Eatonville	2,890	1,416.66	17,000.00	Town Administrator (\$9,908-11,862/mo)	1,016.66
Friday Harbor	2,680	1,100.00	13,200.00	Town Administrator \$10,834/mo	700.00
Gold Bar	2,290	1,000.00	12,000.00		600.00
Leavenworth	2,515	1,500.00	18,000.00	City Administrator (\$10,578-12,857/mo)	1,100.00
Okanogan	2,415	750.00	9,000.00		350.00
Rainier	2,510	525.00	6,300.00		125.00
Warden	2,525	700.00	8,400.00	City Administrator \$8,476/mo	300.00
Westport	2,255	1,018.30	12,220.00		618.30
White Salmon	2,490	655.00	7,860.00	City Administrator (\$7,166-9,349/mo)	255.00
Kalama	3,065	700.00	8,400.00	City Administrator \$9,293/mo	300.00
Kelso	12,720	1,000.00	12,000.00	City Manager (\$11,856-14,424/mo)	600.00
City of Longview	37,780	1,560.00	18,720.00	City Manager (\$11,789-15,916/mo) Asst City Manager (\$9,846-13,293/mo)	1,160.00
Woodland	6,575	1,000.00	12,000.00	City Administrator (\$9,516-11,397/mo)	600.00

Total Difference11,124.96

Average Difference Compared to CR695.31

Total Difference Less Kalama, Kelso, Longview, Woodland8,464.96

Average Difference Compared to CR705.41

Total Difference Cowlitz County Only2,660.00

Average Difference Compared to CR665.00

Mayor	Current Rates
400.00	Per Month (Per Position)
400.00	Rate Per Month (Total Positions)
4,800.00	Total Cost Annually (Total Positions)
Mayor	Possible Proposed Rates
500.00	Per Month (Per Position)
500.00	Rate Per Month (Total Positions)
6,000.00	Total Cost Annually (Total Positions)
1,200.00	Annual Difference/Increase (Total Positions)
Mayor	Possible Proposed Rates
600.00	Per Month (Per Position)
600.00	Rate Per Month (Total Positions)
7,200.00	Total Cost Annually (Total Positions)
2,400.00	Annual Difference/Increase (Total Positions)
Mayor	Possible Proposed Rates
700.00	Per Month (Per Position)
700.00	Rate Per Month (Total Positions)
8,400.00	Total Cost Annually (Total Positions)
3,600.00	Annual Difference/Increase (Total Positions)
Mayor	Possible Proposed Rates
800.00	Per Month (Per Position)
800.00	Rate Per Month (Total Positions)
9,600.00	Total Cost Annually (Total Positions)
4,800.00	Annual Difference/Increase (Total Positions)
Mayor	Possible Proposed Rates
900.00	Per Month (Per Position)
900.00	Rate Per Month (Total Positions)
10,800.00	Total Cost Annually (Total Positions)
6,000.00	Annual Difference/Increase (Total Positions)
Mayor	Possible Proposed Rates
1,000.00	Per Month (Per Position)
1,000.00	Rate Per Month (Total Positions)
12,000.00	Total Cost Annually (Total Positions)
7,200.00	Annual Difference/Increase (Total Positions)

2022 Chemical Procurement Preliminary Bid Results

Opened 09/28/2022 at 2:30 PM

Attended by: Tyler Stone, Karlene Akesson, and Carie Cuttonaro

Bidder City, St	Aluminum Sulfate 4,000 Gallons	12.5% Sodium Hypochlorite 400 Gallons	Sodium Flouride 2,000 lbs	Chlorine 3,000 lbs	Signed	References
Cascade Columbia Distribution Seattle, WA	\$1.75/gal \$7,000.00	\$11.25/gal \$4,500.00	\$1.79/lb \$3,580.00	\$4.26/lb \$12,780.00	✓	✓
Chemtrade Chemicals Parsippany, NJ	\$2.1837/gal \$8,734.80	no bid	no bid	no bid	✓	✓
Northstar Chemical Sherwood, OR	\$3.17/gal \$12,680.00	no bid	no bid	no bid	✓	✓
JCI Jones Chemicals Inc. Tacoma, WA	no bid	no bid	no bid	\$4.3333/lb \$13,000.00	✓	✓

(Bid Results includes shipping costs but excludes sales tax.)



NORTHWEST ENFORCEMENT, INC.

WORK STATEMENT

This Service Request ("*Statement*") is between Northwest Enforcement, Inc. ("*NEI*") and the client named below ("*City of Castle Rock /you*").

Client Name: City of Castle Rock

Statement Date: 9/1/2022

Job Site Name: City of Castle Rock

Job Site Address: 141 A Street SW

Client Contact: Cuttonaro, Carie

Contact Phone: 360-274-8181

Contact Email: ccuttonaro@ci.castle-rock.wa.us

Service Requests

Service request will be attached to this agreement and a living document.

Approval

This Work Statement is entered into pursuant to the attached Terms and Conditions.

NORTHWEST ENFORCEMENT, INC.

City of Castle Rock

By: _____
Karen Withrow, President

By: _____
Cuttonaro, Carie - Clerk-Treasurer

TERMS AND CONDITIONS

1. **Scope of Work.** Northwest Enforcement, Inc. ("NEI") agrees to perform the services described in any Work Statement signed by both of us ("Statement"). NEI shall perform its services in a professional manner, in accordance with industry standards and in compliance with applicable law. NEI shall administer and oversee all aspects of the services, including personnel placement, training requirements, and adding or deleting team members or locations.
2. **Payment for Services.** You agree to pay the fee in the amounts and as described in the Statement. Invoices are due on receipt. Invoices not paid within 15 days of the date due will incur interest at the rate of 1.5% per month from the date such invoice was due. NEI may require a written credit card authorization to charge payments due under this agreement and may pass along credit card processing fees or other transaction fees for electronic payments at its sole discretion.
3. **Obligations.** NEI's ability to stay on schedule and within budget is conditioned on your cooperation. You agree to reasonably cooperate with us by timely responding to our requests for information, remaining current on obligations to us, and otherwise complying with your obligations under this agreement.
4. **Representations.** You represent that (i) the factual background included in the statement is complete and accurate in all material respects and (ii) you will comply with all applicable laws.
5. **Termination.** Either party may terminate the Statement on 30 days advance written notice. Upon termination, you shall pay all fees owed through the end of the month in which termination is effective. If not terminated, this contract will automatically renew each year. We reserve the right to initiate periodic discussions regarding fees, surcharges and rates based on market conditions.
6. **Suspension of Services.** Following any breach of this agreement by you, NEI may, without liability to you, suspend its performance under this Statement and wait for you to cure the breach. NEI's ability to suspend its performance and await a cure from you does not limit NEI's right to later terminate this agreement if you have not cured the breach pursuant to this agreement. NEI may condition further services on you (i) curing the breach and (ii) accepting an amendment to the Statement reflecting changes to the services, schedule and fees caused by your breach.
7. **Indemnity.** You agree to indemnify NEI and our principals against all damages, costs, expenses and losses (including reasonable attorney fees and costs) that arise out of or relate to (i) a breach by you of your representations or covenants in the Statement; or (ii) your gross negligence or willful misconduct. NEI shall indemnify you against all damages, costs, expenses and losses (including reasonable attorney fees and costs) that arise out of or relate to (a) a breach by NEI of the Statement; or (b) NEI's gross negligence or willful misconduct.
8. **Exclusion of Warranties, Limitation of Liability, Disclaimer.**
 - 8.1. **Exclusion of Implied Warranties.** Except as otherwise represented in the Statement, all services performed by NEI are provided "AS IS" and NEI makes no warranties, express or implied, and hereby disclaims all implied warranties including the warranty of merchantability and fitness for a particular purpose.
 - 8.2. **Limitation of Liability.** Subject to applicable law, NEI is not liable, whether in contract or in tort, for any special, indirect, incidental, punitive or consequential damages, or lost profits, that may arise in connection with this agreement. NEI's maximum liability is the fees paid by you.
 - 8.3. **Disclaimers.** Any services performed by NEI are only deterrents and are not guarantees of any outcome. NEI does not promise that any services provided pursuant to the Statement will prevent loss or damage.
9. **Insurance.** NEI will keep in full force and will provide you with evidence, if requested, of the following insurance: (i) Worker's Compensation Insurance covering all employees engaged in services under this agreement, who may enter upon your property for any purpose; (ii) comprehensive General Liability Insurance coverage of at least \$1,000,000 and up to \$3,000,000, and (iii) business automobile liability insurance for any auto, including owned, non-owned, and hired autos, with a limit of at least \$1,000,000 per accident.

Initials_____

10. Miscellaneous.

10.1. Attorneys' Fees. The prevailing party in any dispute regarding the Statement, including in tort, is entitled to recover reasonable attorneys' fees, costs, and expenses incurred with respect to such dispute and in any appeal. In addition, you are responsible for all collection and legal fees incurred by NEI caused by lateness or default of payment.

10.2. Independent Contractor. NEI is an independent contractor to you. The Statement does not create an exclusive relationship and NEI is entitled to offer and provide service to others, solicit other clients, and continue to advertise its services. NEI may utilize contractors in performing its services. NEI will ensure that any contractors used will comply with the Statement. NEI's employees and subcontractors are not employees of yours.

10.3. Governing Law, Dispute Resolution. The laws of the state of Oregon govern all matters arising out of the Statement, including tort claims. Any claim arising out of the Statement, including tort claims, must be resolved by arbitration in Portland, Oregon, in accordance with the rules of (and by filing a claim with) Arbitration Service of Portland, Inc. Any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction.

10.4 Miscellaneous Clauses. NEI will keep information you provide us confidential and only disclose it to employees and contractors as necessary to perform its services. This agreement includes these Terms and Conditions and any Statement. Services described in the Statement will be provided pursuant to this agreement except as modified by the applicable Statement. This agreement is not assignable by you without our written consent. No amendment to this agreement is effective unless in writing and signed by both of us. This agreement is our entire understanding with respect to the services and supersedes all prior understandings, whether written or oral. This agreement may be signed in separate counterparts. There are no third-party beneficiaries to the Statement.

10.5 Non-Solicit. In consideration of being a client of NEI, client agrees that, during the term of the contract and for a period of one year from such date of termination, the client shall not, directly or indirectly, approach, solicit, entice or attempt to approach, solicit or entice employees of NEI to leave the employment of NEI.

10.6 Local, State and Federal Agency Guidelines. If there is a mandate in place relating to workplace conditions, client agrees to comply on behalf of NEI when NEI guard reports to work directly at client worksites.¶
Example-Employer Responsibility to Supply Water: Due to excessive heatwaves in the Pacific Northwest in June 2021, employers are now required to provide clean drinking water for employees when the ambient temperature reaches 80F or above. In this case, NEI would ask that employees on client site have access to clean drinking water.

10.7 Group Agreements. All parties are entering this agreement based on agreed upon hourly bill rate and schedule of hours. Should any party cancel the services, the original bill rate and hours will remain the same (unless requested otherwise by remaining parties), meaning remaining parties will each pay a higher monthly share.

Initials_____

This page is intentionally left blank for optional additional terms and conditions.

Initials_____

Initials _____

COURIER SERVICE(S)

Courier Service

Courier transport services are provided by Northwest Enforcement Inc., dba Columbia Security (NEI) for financial, medical, commercial and industrial institutions.

Description of Responsibility

PROPERTY: It is agreed between you and NEI that you shall provide shipments containing negotiable instruments, and other items (hereinafter "Property") to transport and deliver in same condition to the recipient designated by you, between points and in accordance with the terms and conditions of the contract and the responsibilities defined here. All Property delivered into the care NEI is to be securely sealed or locked and clearly labeled with the recipient's name and address. You will not conceal or misrepresent any material fact or circumstance concerning the property delivered pursuant to this agreement. For insurance purposes, the total cash in any transport shall not exceed \$5,000 or \$250,000 in negotiable instruments. Larger amounts require two officers or a separate transport and additional trip charge. Any containers used for transporting Property must be furnished by you and shall be subject to approval by NEI. It is further agreed that the liability of NEI for the Property shall commence when the shipment has been received and placed in the possession of NEI and shall terminate when the same has been delivered to the designated recipient.

SHIPMENT: It is understood and agreed that the word "shipment" wherever used in this agreement shall mean a single consignment of one or more items of property from one shipper, at one time, at one address, to one recipient, at one destination address.

DECLARED VALUE AND DISCREPANCIES: You agree to advise NEI, its agents and employees, in writing, as to the value of each container and contents that you turn over to NEI to transport. It is specifically understood and agreed that you shall be bound by the said declared value and that NEI shall not be liable beyond the said declared and written value. It is further agreed that the property being transported belongs, at all times, to you. In the event of a discrepancy between you and the bank, such discrepancies shall be resolved between you and said bank without the intervention of NEI. You agree to notify NEI in writing of any claims within twenty-four (24) hours after such loss is discovered, or should have been discovered in the exercise of due care, and, in any event, within thirty (30) days after delivery to NEI of the Property in connection with which the claim is asserted. Unless such a notice shall have been given, such claim shall be deemed waived. You further agree to furnish proof of loss in a form satisfactory to NEI or its insurer and promptly assist NEI and/or its insurer in all ways pertaining to recovery of said loss. Upon payment of loss hereunder, NEI and or its insurance company shall be subrogated to all your rights and remedies of recovery.

LIABILITY: NEI agrees to assume liability, as here limited, for any loss, damage or destruction of said property (herein after "Loss") from the time property is received by NEI until such time as it is delivered to the recipient designated by you to receive same, or, in the event of non-delivery, until it is returned to you. NEI does not assume liability while property is in your custody.

EXCEPTION TO LIABILITY: NEI agrees to be liable for the safety of any property received into its possession subject to the limitations and restrictions set forth herein. NEI shall not be liable for any loss or damages directly or indirectly caused by, happening through or resulting from:

- Shortages claimed in the contents of the sealed or locked shipments.
- Radioactive contamination or explosive nuclear assemblies, loss/destruction of or damage to any Property whatsoever resulting or arising from or any consequential loss, or any legal liability of whatsoever nature, directly or indirectly caused by, contributed to, or arising from:
 - (1) Ionizing radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
 - (2) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear component thereof.
- War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, or nationalization, or requisition or destruction of or damage to property by or under the order of any government or public or local authority, extreme weather or other conditions beyond NEI's control.

Notwithstanding any other provision of this agreement, it is agreed NEI shall not be liable to the client for delays or failure to furnish any vehicle or render any service if prevented by acts of God or the public enemy, acts of government in its sovereign capacity, fires, floods, strikes or other labor disturbances, epidemics, quarantine restrictions, unusually severe weather or other causes that are beyond the control of and not caused by the negligence of NEI and that NEI determines its judgment may endanger the safety of your cargo or NEI's vehicle or employees.>

Bill Amount: \$350.00 Bill Frequency: Monthly

Pick Up: City of Castle Rock

Drop Off: Heritage Bank (Kelso)

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Start Date	End Date
	1	1	1	1	1		1/1/23	12/31/23

Initials_____

OTHER SERVICE(S)

Service Requests

Service request will be attached to this agreement and a living document.

Service Requests may be terminated by either party with 30 days advance written notice.

Rate Schedule

NEI Recognized Holidays: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas or New Year's Eve

Overtime, per diem and mileage: If an NEI employee providing services for you under this Service Request is required to attend court, arbitration or mediation hearings, then you agree to pay for per diem, mileage and labor at the Overtime Rate of 1.5 times the regular rate.

Minimum: You must pay for a minimum of 4 hours for any NEI employee shift. This only applies to On-Site Guard and *Emergency/on-call services*

Payment Schedule.

Schedule will be determined by Guard or Patrol Services.

If "Other Services" involves the use of a vehicle, NEI reserves the right to include a fuel surcharge line item on biweekly or monthly invoice when fuel costs significantly surpass prior 60 - day average.

NEI reserves the right to include a 10% fuel surcharge line item on bi-weekly or monthly invoice when fuel costs significantly surpass \$4 per gallon.

Review / Authorization

Primary Responsible Department: Finance

Permit No. 2022-0029

Halloween Jamboree (CRCDA)

Linda Staudinger 360.751.3725 staudinger8750@comcast.net

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

Comments and Conditions

☒ Finance Carrie Cuttonaro, Clerk-Treasurer Date: 9/26/2022	No Issues
☒ Fire (Cowlitz County Fire District 6) Bill LeMonds, Fire Chief Date: 9/27/2022	No Issues
☒ Police Charlie Worley, Chief Date: 9/27/2022	No issues
☒ Public Works / Engineering Dave Vorse, Public Works Director Date:	
☐ Parks	
☒ Streets	Street closures. Applicant to move traffic control equipment into place and remove after the event is over.
☐ Traffic	
☒ Other	Requesting picnic tables and garbage cans.
☐ Building/Planning, if needed	
Additional Comments: We are still waiting for their certificate of liability insurance, per Linda, Dawn is working on this.	
☐ Approved ☐ Denied	Primary responsible department signature _____ Date _____

By 26TH



Special Event Permit

Permit No. 2022-0029

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

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

Contact Information

Organization/Sponsor		Address/City/State/Zip	
Contact Person Linda Staudinger		Phone 360.751.3725	Email staudinger8150@comcast.net
As contact person, are you authorized by the Organization/Sponsor to act on its behalf? ☒ YES ☐ NO		Address/City/State/Zip (if different from above) PO Box 1086 CR WA 98611	
		Phone	Email
Are there other individuals authorized to act on behalf of the Organization/Sponsor? ☐ YES ☐ NO If yes, please provide their name and contact information:			

Event Information

Event Name CR Halloween Jamboree		Date(s) of event Oct 30, 2022		Estimated # of participants for event
Start Time 3:00 AM / PM	End Time 5:00 AM / PM	Setup Time 12:00 AM / PM	Takedown Time 6:00 AM / PM	Estimated # of volunteers for event
Is this an annual event? ☒ YES ☐ NO* Applicant may be required to collect approval signatures from neighboring or affected residents and/or business owners.				
Have you previously requested a permit for such activity? YES			If yes, approximate date? 9.21	
Are participants required to pay a fee?			Are participants to make a donation?	
Will this event impede traffic? ☒ YES ☐ NO		Follow traffic, pedestrian and bike laws? ☒ YES ☐ NO		Utilize sidewalks only? ☐ YES ☒ NO
Details of event (Please include a detailed map showing location of event and copies of any proposed brochures, posters, flyers, or mailings you desire to use to advertise this event. Additionally, please identify on the map where volunteers will be placed to assist with this event. Include additional pages if needed to fully explain details. Halloween Jamboree including arcade, haunted house, trunk or treat, vendors, living cemetery				

Type of Use

Type of use requested ☐ Parade ☒ Street Closure ☐ Street Sale ☐ Athletic Run/Walk ☐ Block Party	
Other Cowlitz Ave - Huntington to 1st + Front Ave - Pastime to 1st, and 1st	
Where is use requested? ☒ Park area*/where? OJP ☐ Park building*/which one? ☐ Private property/where? ☐ Other Downtown CR	
*Note: If planning to use a park area or building, please contact the Public Works Department at 360.274.7478 for any additional forms required for the use of a park area or building.	
Please check all that apply to this event: ☒ Requesting closure/impediment of a street or public right-of-way. (Please attach a map and mark location.) ☒ Requesting to erect structure(s)/tent(s). Number and location _____ ☒ Planning to serve food/drink. If yes, including alcohol beverages? ☐ YES ☐ NO ☐ This event involves political or religious activity intended primarily for the communication or expression of ideas. ☐ Participants will be required to pay a fee. ☐ Participants will be asked to make a donation.	
Permit holders are responsible for cleanup of debris in connection with their activities.	

Received

-1-

SER 26 2022

Castle Rock
Finance

City Assistance Requested

Public Works Division (example: street closure, signage, signal adjustment, facility availability, additional sanitation/garbage, restrooms) - Explain	Police Department (example: traffic, patrol, security) - Explain
street closure signs/baricades cones/tape warning barrels picnic tables	only visible as P.R. would be great!
	Other - Explain

Insurance Information

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

Agreement

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

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

Applicant Name (please print)	Applicant Signature
Linda Staudinger	<i>Linda Staudinger</i>
Organization/Title	Date
Jamboree/CRCDA/STREET ART	9.26.22

Add additional information on separate sheets as needed.

City Use Only

Other permits required in conjunction with this permit:

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

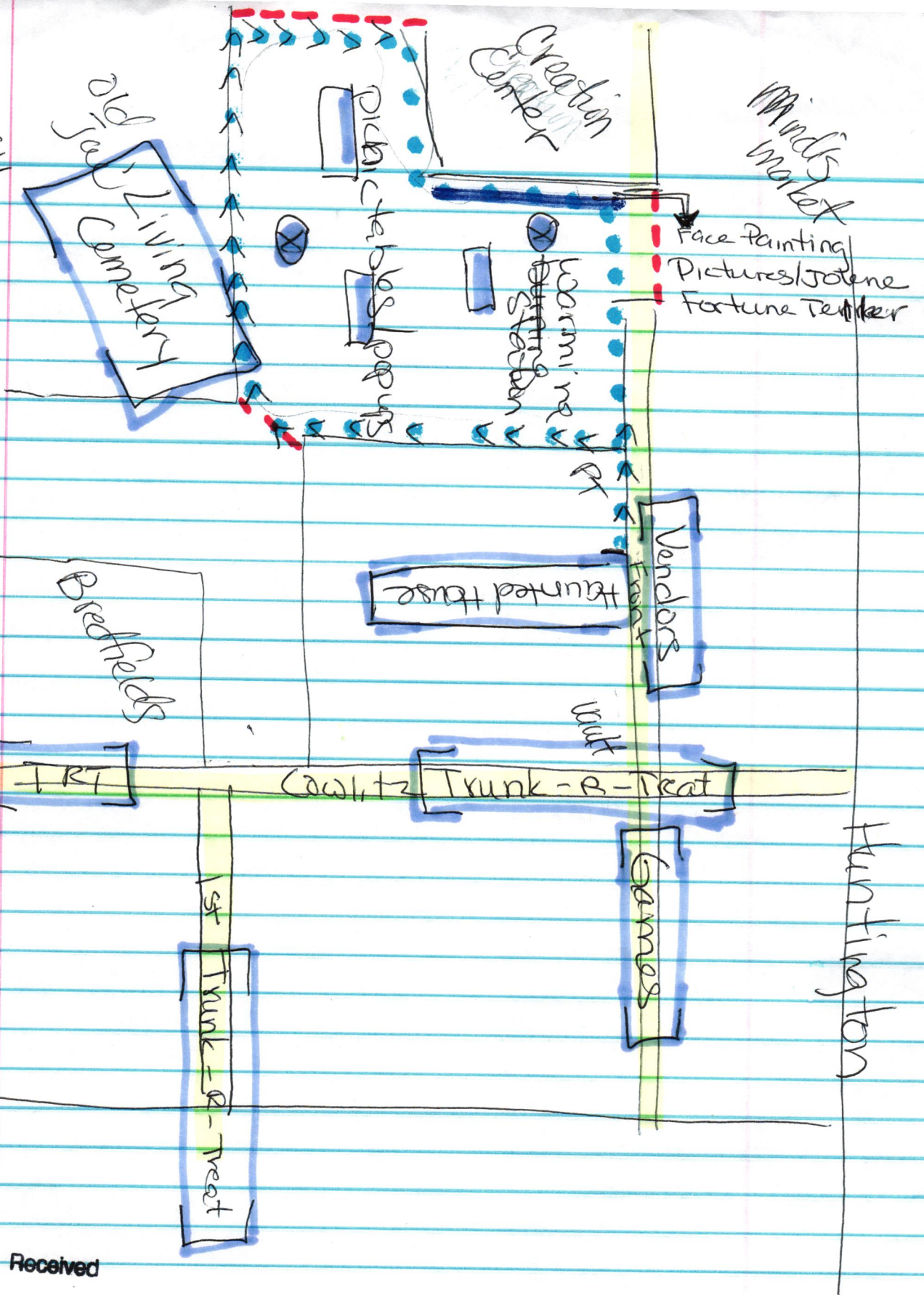
Fees/Payments/Refunds

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

Proof of insurance required? ☐ Yes ☐ No

Bond Required? ☐ Yes ☐ No

Driveway



Received

SEP 26 2022

Castle Rock
Finance

Driveway
Open

old
Jail

Jackson - open

Evangelical
Center

Front

C.B.E.

Post
of
the

Breakfield
St

Cowditz

Unit

G.O.F.

Huntington - open

"A" street / main - open

Received

SER 2 6 2022

Castle Rock
Finance



YOU'RE INVITED TO PARTICIPATE IN TRUNK OR TREAT

I am SO excited to have Halloween Jamboree again this year on Sunday, October 30th from 3-5pm
(tentatively~ actual time frame being finalized this Friday)!!!

I hope you have been dreaming up some good ideas for this year! There is no specific theme~ go big!!!
This year is YOUR year!!!! Prizes awarded for best "trunk".

Trunk or treating will take place on Cowlitz and Front Street!!

If you have a storefront, please let me know if you would like a parking spot in front of your store or if you plan on
just handing out candy/treats/prizes from your store!!

It worked well to have more space between trunks last year~ we will do that again this year. If your business is on
Cowlitz or Front, we can leave the space in front of your store open (if you'd like). If your business is not, you can
decorate your trunk or set up a "pop-up" and decorate that.

We ask that you DO NOT play games, the lines are already long and having the kids play games really seems to
stall the line.

To make things really easy, I will send an email with assigned parking spots as we get closer, along with any other
announcements!!! This will give me a chance to finalize my list!

If you know of other businesses that would like to participate, please send them my way! It is nearly impossible to
connect with all of the businesses in CR and I want everyone to feel welcome!
We are definitely looking for more participants!

Please let me know if you have any questions AND that you want to participate so I can get you a parking spot!

Thank you for your participation in this SUPER AWESOME Street Art fundraiser event!!!

Jenny Carroll

RSVP TO 360 430-2141 OR CRSTUDIO117@GMAIL.COM



Special Event Signature Collection Sheet

Event: Halloween Jamboree Date: Sun. Oct 30, 27 Time: 3 to 5
(1-6)

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

Name	Signature	Business	Address	In Favor	Not in Favor
Amy Claypool	Amy Claypool	Castle Rock Auto	2 Cowlitz St West	✓	
Kari Murfitt	Kari Murfitt	Castle Rock	6 Cowlitz	✓	
Jennifer Enggraf	Jennifer Enggraf	Vault Books & Brew	20 Cowlitz St.	✓	
Bob & Shop	— NEXT PAGE —		28 Cowlitz	-	
Perwells STANA	Shane Hatch	10-2:30	32 Cowlitz	✓	
Jupiter	Kari Ruelas		38 B	✓	
Rusty	Rusty	Bred Fields	102	✓	

Cliff's Music

CB

Cliff Bolling

✓

Julia Ryneed
Becky Pence

Special Event Signature Collection Sheet

Event: _____ Date: _____ Time: _____ to _____

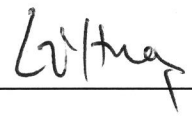
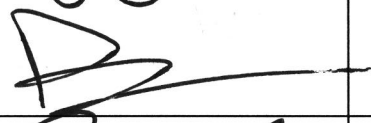
By signing this paper, I am stating that I am either in favor or against the above listed event. Please write clearly.

Name	Signature	Business	Address	In Favor	Not in Favor
Jana Gann	Jana Gann	Knotty Stitches	105 Cowlitz W	✓	
P.S. This is	Dumb. I am	closed on Sundays!!			
Jennifer Wynn	Jennifer Wynn	PT Northwest Physical Therapy	#51 cowlitz st	✓	
Lisa Hickman	Lisa Hickman	The Nook	28 cowlitz W.	☺	
Lisa Hickman	Lisa Hickman	Business & Tax Srvc.	47 cowlitz W.	☺	
Becca Ward	Becca Ward	PNW PNW Sandwiches	41 cowlitz st W	✓	
Cassandra Beauregard	Cassandra Beauregard	Farmers Ins.	31 Cowlitz st.	✓☺	
CROSSCUT	CROSSCUT	Bailey Saveny CROSSCUT	21 cowlitz st	✓	

Special Event Signature Collection Sheet

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(1-6)

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

Name	Signature	Business	Address	In Favor	Not in Favor
Jason Voss		Allen F.W	111 Front Ave JW	X	
Darich LaBarr		NAPA Sunset Auto	105 Houston Ave	X	
Reng Huu		Reng Huu	103 Houston	X	
Robin		Oasis	123 Front	X	
		Loyalty Bros	132 SW Grand	X	
Shawn Martin		Pastime		X	
Sanatman		Pharmacy		X	

Special Event Signature Collection Sheet

Event: _____ Date: _____ Time: _____ to _____

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

Name	Signature	Business	Address	In Favor	Not in Favor
Riley Lemhouse	<i>Riley Lemhouse</i>	CHC - Castle Rock	139 1st Ave SW Castle Rock, WA 98611	✓	
Kalama Sourdough	<i>Victor Ahrens</i>	Kalama Sourdough	118 1st Ave SW C.R. WA 98611	X	



WAIVER of LIABILITY

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

Organization: CR CDA

Title of Event: Halloween Jamboree

Date of Event: Sunday, Oct 30

Phone Number: 360-757-3725

Name of Applicant (please print): Linda Staudinger

Signature of Applicant: 

Date Signed: 9.13.22

Received

SEP 14 2022

Castle Rock
Finance

ORDINANCE NO. 2022-08

AN ORDINANCE AMENDING A SECTION OF CASTLE ROCK MUNICIPAL CODE CHAPTER 6.04
ANIMALS RUNNING AT LARGE, INCREASING IMPOUNDMENT FEES.

WHEREAS, the City Council finds that current fees are insufficient to cover increased costs.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Castle Rock do
ordain amendments to Castle Rock Municipal Code (in part) of section 6.06.200 as follows;

6.06.200 Redemption before sale.

The owner or keeper of any dog impounded may redeem the same within 72 hours by paying to
the animal control authority the following redemption charges.

(1) The registration fee hereinabove provided, unless such dog then has a valid current
registration issued by the animal control authority; and

(2) An impounding fee of ~~\$11.00~~ \$15.00 per day shall be charged for each day of
impoundment; and

(3) A service charge of ~~\$15.00~~ \$50.00 upon the first impounding of the dog, the sum of
~~\$25.00~~ \$100.00 upon any second impounding, and ~~\$35.00~~ \$150.00 upon each subsequent
impounding; provided, the owner, keeper or purchaser of any dangerous or potentially
dangerous dog, as defined in this chapter, shall not be permitted to keep such dog within the
city after redemption or purchase or sell or give such dog to anyone who shall thereafter keep
such dog within the city. If any such dangerous or potentially dangerous dog is again
impounded, the animal control authority shall destroy such dog by humane methods.

EFFECTIVE DATE: This ordinance shall be effective January 1, 2023.

ADOPTED by the City Council and signed by the Mayor on this ____ day of _____, 2022.

Mayor Paul Helenberg

ATTEST:

APPROVED AS TO FORM:

Carie Cuttonaro, Clerk-Treasurer

Frank Randolph, City Attorney

Date of Publication: _____

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Mayor Paul Helenberg

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Date of Publication: _____