



CASTLE ROCK CITY COUNCIL AGENDA

Regular Meeting: Monday, October 24, 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>

To join this meeting using your phone: [+1 \(646\) 749-3112](tel:+16467493112) Access Code: 201-632-365 (Press *6 to speak)

New to GoToMeeting? Get the app now and be ready: <https://global.gotomeeting.com/install/201632365>

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
- Revenue, Expenditure, Cash & Investments Reports (page 4-8)

5. COUNCIL AND AD HOC COMMITTEE REPORTS

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

6. PUBLIC HEARINGS

- a. Purpose: To review estimated revenue sources for the 2023 current expense budget (General Fund) and include consideration of possible increases in property tax revenues (Ad Valorem taxes) to be assessed for the fiscal year ending December 31, 2023. The public is invited to present testimony on this issue. (page 9-10)

7. CONSENT AGENDA

- a. Approve the minutes of the September 26, 2022 Regular Council Meeting. (page 11-13)
- b. Approve the minutes of the October 10, 2022 Regular Council Meeting. (page 14-16)

8. OLD BUSINESS

- a. Bid Tab Results and Award - Chemical Procurement. This item was tabled 10/10/2022. (page 17)
- b. Updated 2022 Salary Comparison for Elected Officials. This item was tabled 10/10/2022. (page 18-21)
- c. Ordinance No. 2022-08, an ordinance amending a section of Castle Rock Municipal Code Chapter 6.04 Animals Running at Large, increasing impoundment fees. This item was tabled 10/10/2022. (page 22-23)

9. NEW BUSINESS

- a. Ordinance No. 2022-09, an ordinance fixing the amount to be raised by Ad Valorem taxes for the 2023 budget. (page 24)
- b. Ordinance No. 2022-10, amending City of Castle Rock, Washington Municipal Code, Section 13.06.100 Utility Collection Procedures. (page 25-26)
- c. Vendor Agreement with Lower Columbia Community Action Council, dba Lower Columbia CAP, to carry out grants to assist low-income households, particularly those with the lowest incomes, that pay a high portion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. (page 27-28)
- d. Request for committee members to review consulting engineer statements of qualifications.
- e. Resolution No. 2022-08, a resolution of the City Council of the City of Castle Rock expressing support for a Criminal Justice Training Commission ("CJTC") regional police training campus in the Southwest Washington region. (page 29-30)
- f. Agreement with Humane Society of Cowlitz County for Animal Control Services. Cost for services in 2022 is \$15,602.37 plus additional fees for court-ordered impoundments. (page 31-38)

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.

2022 Revenue

Fund	#	January	February	March	April	May	June	July	August	September	Total	Budget	Remaining	% Received
General	010	136,247.62	102,404.11	147,234.13	129,569.05	316,528.90	149,441.50	446,184.59	118,317.54	152,862.54	1,698,789.98	2,042,708.00	343,918.02	83.16%
Streets	100	8,775.61	3,795.08	5,284.85	7,100.50	72,751.35	16,584.33	3,833.53	4,976.68	6,874.40	129,976.33	160,230.00	30,253.67	81.12%
Building Code	115	919.36	5,226.78	10,777.92	490.89	3,353.41	695.84	3,257.16	3,077.24	309.52	28,108.12	30,000.00	1,891.88	93.69%
Visitor Center	120	1,617.49	759.28	451.53	410.35	315.87	377.82	530.57	869.34	833.65	6,165.90	6,000.00	(165.90)	102.77%
Library	130	2,938.86	1,077.33	353.08	2,527.62	5,203.98	449.45	45.58	3,327.12	288.39	16,211.41	61,000.00	44,788.59	26.58%
Criminal Justice	140	974.90	1.58	4.17	980.87	13.21	18.86	1,046.34	45.01	48.61	3,133.55	3,200.00	66.45	97.92%
Local Criminal Justice	145	4,598.15	5,547.92	4,916.87	4,334.03	5,287.32	5,944.28	5,166.87	5,427.45	5,088.47	46,311.36	36,000.00	(10,311.36)	128.64%
Accumulative Reserve	150	1.06	1.08	2.85	4.99	8.40	12.58	20.63	29.03	31.70	112.32	-	(112.32)	0.00%
CDBG Grant/Home Rehab Proj	160	11,779.28	10.76	28.77	53.41	96.05	126.39	207.68	291.80	327.53	12,921.67	-	(12,921.67)	0.00%
DOT Spoils Site	170	2.53	2.67	5.72	9,079.33	1,298.61	1,875.09	18,853.76	434.36	40,839.47	72,391.54	173,000.00	100,608.46	41.84%
Public Works Vehicle Replacement	180	1.95	2.08	5.34	9.61	30,016.81	42.13	68.77	84.20	92.98	30,323.87	30,000.00	(323.87)	101.08%
Police Vehicle Replacement	185	-	-	-	-	10,000.00	6.28	9.63	14.52	14.79	10,045.22	10,000.00	(45.22)	100.45%
Drug Enforcement	190	0.16	0.17	0.44	0.71	1.20	1.88	2.75	4.36	4.23	15.90	200.00	184.10	7.95%
Low Income Housing	195	2.91	3,201.68	8.40	15.31	27.61	36.47	59.14	84.20	92.98	3,528.70	3,000.00	(528.70)	117.62%
Swimming Pool Construction	300	7.39	7.92	20.01	37.03	66.64	10,248.04	144.41	217.76	245.12	10,994.32	26,952.00	15,957.68	40.79%
REET Capital Fund	310	25,757.24	2,316.50	3,446.92	3,903.78	3,888.10	1,876.78	4,352.73	2,448.15	818.46	48,808.66	30,000.00	(18,808.66)	162.70%
Street Construction	320	1.16	138,547.99	14.48	1,648.14	-	69,234.13	13,752.92	862.02	81,964.04	306,024.88	352,750.00	46,725.12	86.75%
Water/Sewer Operating	400	148,915.29	150,303.06	163,088.66	151,310.56	711,979.19	155,397.09	164,843.48	166,270.34	185,931.97	1,998,039.64	2,374,916.00	376,876.36	84.13%
Regional Water System	410	75,182.02	28,225.96	81,128.72	48,583.25	50,731.08	50,828.40	52,435.55	49,201.74	53,403.41	489,720.13	581,607.00	91,886.87	84.20%
Regional Sewer System	415	55,000.00	-	-	-	-	-	-	-	-	55,000.00	-	(55,000.00)	0.00%
Stormwater Management	420	9,670.69	12,435.69	10,887.83	11,626.41	11,319.58	13,363.50	10,297.88	11,617.88	13,488.78	104,708.24	137,700.00	32,991.76	76.04%
Stormwater Capital	425	1.85	1.91	4.32	7.83	13.81	20.75	33.01	47.91	52.83	184.22	-	(184.22)	0.00%
Regional Water Capital	430	7,553.75	1,054.01	5,254.23	7.83	21,063.81	1,095.27	7,774.27	114.69	3,278.90	47,196.76	25,000.00	(22,196.76)	188.79%
Muni Water Capital Improvement	435	1,126.09	1,132.25	5,456.80	384.56	1,743.36	1,893.86	9,090.48	1,916.27	3,205.42	25,949.09	2,000,900.00	1,974,950.91	1.30%
Water Bond Reserve	440	4.54	4.84	12.31	22.79	111,666.82	123.88	203.55	287.44	323.32	112,649.49	111,626.00	(1,023.49)	100.92%
Sewer Bond Reserve	450	14.30	15.44	38.79	71.92	26,770.67	187.39	308.08	432.62	486.03	28,325.24	26,641.00	(1,684.24)	106.32%
Sewer Loan Reserve Fund	460	0.84	0.83	2.32	4.28	1,656.20	11.32	17.88	26.13	27.47	1,747.27	1,649.00	(98.27)	105.96%
Short Lived Asset Reserve Fund	463	2.11	2.26	5.65	10.33	3,351.61	27.04	44.01	62.42	69.73	3,575.16	3,333.00	(242.16)	107.27%
Emerg Repair/Replace Res Fund	465	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Muni Sewer Cap Impr Reserve	470	14.83	16.01	39.47	73.35	132.07	169.15	277.83	391.97	439.54	1,554.22	2,500.00	945.78	62.17%
Boat Launch Facility	475	557.85	948.00	1,349.03	1,119.60	688.81	528.26	1,092.15	1,976.46	4,285.18	12,545.34	1,011,200.00	998,654.66	1.24%
Utility Deposit	631	1,283.64	1,123.92	651.05	660.29	756.62	1,004.65	712.90	744.53	1,156.22	8,093.82	10,000.00	1,906.18	80.94%
Transportation Benefit District	632	11,714.50	13,801.39	11,783.86	12,099.97	15,483.46	12,522.20	13,258.02	15,178.14	13,639.20	119,480.74	120,200.00	719.26	99.40%
TBD Capital Project	633	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
State Custodial Pass-Through Fund	634	554.08	545.21	691.89	517.50	236.87	929.73	446.11	353.74	569.94	4,845.07	24,510.00	19,664.93	19.77%
Totals		505,222.05	472,513.71	452,950.41	386,666.09	1,406,451.42	495,074.34	758,372.26	389,133.06	571,094.82	5,437,478.16	9,396,822.00	3,959,343.84	57.87%
Balance Check s/b -0-		505,222.05	472,513.71	452,950.41	386,666.09	1,406,451.42	495,074.34	758,372.26	389,133.06	571,094.82	5,437,478.16	9,396,822.00	3,959,343.84	
		-	-	-	-	-	-	-	-	-	-	-	-	

2022 Expenditures

Fund	Sub	#										%			
			January	February	March	April	May	June	July	August	September	Total	Budget	Remaining	Expended
General	Legislative	010 0 010	5,176.86	4,723.38	5,819.55	4,681.16	4,299.08	6,070.64	4,814.70	6,167.94	4,362.58	46,115.89	76,157.00	30,041.11	60.55%
	Municipal	010 0 020	7,864.74	5,104.54	2,445.00	8,348.66	6,029.58	4,217.64	3,225.19	7,729.04	5,055.81	50,020.20	104,585.00	54,564.80	47.83%
	Financial	010 0 030	15,972.56	11,073.63	10,522.61	10,508.39	10,478.83	10,345.78	10,571.13	10,095.61	10,492.49	100,061.03	140,794.00	40,732.97	71.07%
	Law Enforcement	010 0 040	157,788.13	72,004.47	97,010.44	93,430.84	75,946.70	86,592.60	91,621.27	81,013.39	79,502.78	834,910.62	1,119,889.00	284,978.38	74.55%
	Parks	010 0 060	369.66	438.41	1.00	51.72	-	848.77	465.14	466.37	685.46	3,326.53	12,526.00	9,199.47	26.56%
	Building/Planning	010 0 070	6,998.59	4,795.54	7,716.90	6,447.70	12,549.69	7,767.98	14,180.20	9,929.45	13,168.15	83,554.20	76,814.00	(6,740.20)	108.77%
	Non-Departmental	010 0 099	13,627.39	10,150.29	12,847.63	4,850.63	83,530.53	14,550.67	8,302.51	7,015.21	14,160.21	169,035.07	213,244.00	44,208.93	79.27%
General Total		010	207,797.93	108,290.26	136,363.13	128,319.10	192,834.41	130,394.08	133,180.14	122,417.01	127,427.48	1,287,023.54	1,744,009.00	456,985.46	73.80%
Streets		100	12,731.54	15,166.90	26,665.17	12,543.12	12,316.05	7,981.29	11,707.58	10,760.70	21,220.93	131,093.28	166,974.00	35,880.72	78.51%
Building Code		115	4,906.30	2,907.85	3,252.42	3,792.09	4,090.39	3,184.94	3,667.51	2,976.20	3,455.59	32,233.29	45,655.00	13,421.71	70.60%
Visitor Center		120	1,696.10	519.48	1,352.26	808.85	545.19	713.69	1,056.18	1,274.50	40,840.41	48,806.66	22,524.00	(26,282.66)	216.69%
Library		130	9,828.56	609.06	466.12	567.53	388.51	365.41	338.79	403.40	1,216.72	14,184.10	37,055.00	22,870.90	38.28%
Criminal Justice		140	-	-	142.50	-	-	-	142.50	405.13	-	690.13	1,667.00	976.87	41.40%
Local Criminal Justice		145	113.00	118.97	112.93	5,498.06	142.23	1,191.65	7,142.54	650.09	125.08	15,094.55	25,130.00	10,035.45	60.07%
Accumulative Reserve		150	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
CDBG Grant/Home Rehab Proj		160	-	-	-	-	-	-	-	-	-	-	1,000.00	1,000.00	0.00%
DOT Spoils Site		170	3,033.31	2,138.18	2,104.68	3,084.61	17,369.81	4,135.14	6,303.42	26,315.21	2,059.40	66,543.76	183,020.00	116,476.24	36.36%
Public Works Vehicle Replacement		180	-	-	-	-	-	-	8,000.00	473.67	-	8,473.67	20,000.00	11,526.33	42.37%
Police Vehicle Replacement		185	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Drug Enforcement		190	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Low Income Housing		195	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Swimming Pool Construction		300	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
REET Construction		310	-	-	-	-	3,796.58	-	-	-	10,987.37	14,783.95	56,800.00	42,016.05	26.03%
Street Construction		320	24,216.52	196,594.22	54,486.45	4,349.65	12,302.29	12,873.70	47,066.41	9,394.35	11,931.34	373,214.93	526,750.00	153,535.07	70.85%
Water/Sewer Operating		400	184,273.30	111,090.59	213,765.67	141,999.21	377,995.63	195,216.98	139,797.16	114,944.17	233,324.60	1,712,407.31	2,220,169.00	507,761.69	77.13%
Regional Water System		410	71,081.29	27,078.46	34,569.76	44,930.29	63,962.33	26,869.71	26,097.38	129,374.89	35,111.22	459,075.33	581,606.00	122,530.67	78.93%
Regional Sewer System		415	1,261.78	(1,332.95)	71.17	-	566,283.41	-	-	-	-	566,283.41	519,185.00	(47,098.41)	109.07%
Stormwater Management		420	13,968.60	8,055.49	8,583.47	11,746.71	12,822.05	8,432.88	11,489.67	8,506.61	12,565.16	96,170.64	153,459.00	57,288.36	62.67%
Stormwater Capital		425	-	-	-	-	-	147.33	-	-	-	147.33	5,000.00	4,852.67	2.95%
Regional Water Capital		430	1,658.23	132.13	73.50	91.88	91.88	18.38	134.75	134.75	9,863.23	12,198.73	63,017.00	50,818.27	19.36%
Muni Water Capital Improvement		435	6,229.46	23,383.56	22,210.54	13,465.63	23,368.04	8,926.11	23,643.48	15,647.55	35,499.00	172,373.37	3,271,100.00	3,098,726.63	5.27%
Water Bond Reserve		440	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Sewer Bond Reserve		450	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Sewer Loan Reserve Fund		460	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Short Lived Asset Reserve Fund		463	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Emerg Repair/Replace Res Fund		465	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Muni Sewer Cap Impr Reserve		470	6,767.14	331.78	2,340.00	152.89	502.20	-	-	7,278.72	198.69	17,571.42	201,100.00	183,528.58	8.74%
Boat Launch Facility		475	4,566.75	2,584.63	3,520.15	4,516.36	1,914.96	1,708.85	840.73	2,192.28	835.76	22,680.47	1,024,978.00	1,002,297.53	2.21%
Utility Deposit		631	788.66	280.00	480.00	386.95	394.69	560.00	356.03	331.73	480.00	4,058.06	10,000.00	5,941.94	40.58%
Transportation Benefit District		632	3,000.00	-	-	-	21,640.29	486.82	-	-	58,284.34	83,411.45	147,830.00	64,418.55	56.42%
TBD Capital Project		633	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
State Custodial Pass-Thru Fund		634	985.86	435.21	745.64	478.25	187.37	869.23	281.36	309.49	377.69	4,670.10	24,510.00	19,839.90	19.05%
Totals			558,904.33	498,383.82	511,305.56	376,731.18	1,312,948.31	404,076.19	421,245.63	453,790.45	605,804.01	5,143,189.48	11,052,538.00	5,909,348.52	46.53%
Balance Check			558,904.33	498,383.82	511,305.56	376,731.18	1,312,948.31	404,076.19	421,245.63	453,790.45	605,804.01	5,143,189.48	11,052,538.00	5,909,348.52	
s/b -0-			(0.00)	-	-	-	-	-	-	-	-	-	-	-	

2022 Expense/Revenue Comparison

Expenses					Revenue							% of Actual
Fund	#	Actuals	Budget	% Expended	Actuals	Budget	% Received	Budget Revenue Less Actual Expenses	% of Budget Expended	Actual Revenue Less Actual Expenses	Revenue Expended	
General Total	010	1,287,023.54	1,744,009.00	73.80%	1,698,789.98	2,042,708.00	83.16%	755,684.46	63.01%	411,766.44	75.76%	
Streets	100	131,093.28	166,974.00	78.51%	129,976.33	160,230.00	81.12%	29,136.72	81.82%	(1,116.95)	100.86%	
Building Code	115	32,233.29	45,655.00	70.60%	28,108.12	30,000.00	93.69%	(2,233.29)	107.44%	(4,125.17)	114.68%	
Visitor Center	120	48,806.66	22,524.00	216.69%	6,165.90	6,000.00	102.77%	(42,806.66)	813.44%	(42,640.76)	791.56%	
Library	130	14,184.10	37,055.00	38.28%	16,211.41	61,000.00	26.58%	46,815.90	23.25%	2,027.31	87.49%	
Criminal Justice	140	690.13	1,667.00	41.40%	3,133.55	3,200.00	97.92%	2,509.87	21.57%	2,443.42	22.02%	
Local Criminal Justice	145	15,094.55	25,130.00	60.07%	46,311.36	36,000.00	128.64%	20,905.45	41.93%	31,216.81	32.59%	
Accumulative Reserve	150	-	-		112.32	-		-		112.32	0.00%	
CDBG Grant/Home Rehab Proj	160	-	1,000.00	0.00%	12,921.67	-		-		12,921.67	0.00%	
DOT Spoils Site	170	66,543.76	183,020.00	36.36%	72,391.54	173,000.00	41.84%	106,456.24	38.46%	5,847.78	91.92%	
Public Works Vehicle Replacement	180	8,473.67	20,000.00	42.37%	30,323.87	30,000.00	101.08%	21,526.33	28.25%	21,850.20	27.94%	
Police Vehicle Replacement	185	-	-		10,045.22	10,000.00	100.45%	10,000.00	0.00%	10,045.22	0.00%	
Drug Enforcement	190	-	-		15.90	200.00	7.95%	200.00	0.00%	15.90	0.00%	
Low Income Housing	195	-	-		3,528.70	3,000.00	117.62%	3,000.00	0.00%	3,528.70	0.00%	
Swimming Pool Construction	300	-	-		10,994.32	26,952.00	40.79%	26,952.00	0.00%	10,994.32	0.00%	
REET Construction	310	14,783.95	56,800.00	26.03%	48,808.66	30,000.00	162.70%	15,216.05	49.28%	34,024.71	30.29%	
Street Construction	320	373,214.93	526,750.00	70.85%	306,024.88	352,750.00	86.75%	(20,464.93)	105.80%	(67,190.05)	121.96%	
Water/Sewer Operating	400	1,712,407.31	2,220,169.00	77.13%	1,998,039.64	2,374,916.00	84.13%	662,508.69	72.10%	285,632.33	85.70%	
Regional Water System	410	459,075.33	581,606.00	78.93%	489,720.13	581,607.00	84.20%	122,531.67	78.93%	30,644.80	93.74%	
Regional Sewer System	415	566,283.41	519,185.00	109.07%	55,000.00	-		(566,283.41)		(511,283.41)	1029.61%	
Stormwater Management	420	96,170.64	153,459.00	62.67%	104,708.24	137,700.00	76.04%	41,529.36	69.84%	8,537.60	91.85%	
Stormwater Capital	425	147.33	5,000.00	2.95%	184.22	-		(147.33)		36.89	79.98%	
Regional Water Capital	430	12,198.73	63,017.00	19.36%	47,196.76	25,000.00	188.79%	12,801.27	48.79%	34,998.03	25.85%	
Muni Water Capital Improvement	435	172,373.37	3,271,100.00	5.27%	25,949.09	2,000,900.00	1.30%	1,828,526.63	8.61%	(146,424.28)	664.28%	
Water Bond Reserve	440	-	-		112,649.49	111,626.00	100.92%	111,626.00	0.00%	112,649.49	0.00%	
Sewer Bond Reserve	450	-	-		28,325.24	26,641.00	106.32%	26,641.00	0.00%	28,325.24	0.00%	
Sewer Loan Reserve Fund	460	-	-		1,747.27	1,649.00	105.96%	1,649.00	0.00%	1,747.27	0.00%	
Short Lived Asset Reserve Fund	463	-	-		3,575.16	3,333.00	107.27%	3,333.00	0.00%	3,575.16	0.00%	
Emerg Repair/Replace Res Fund	465	-	-		-	-		-		-		
Muni Sewer Cap Impr Reserve	470	17,571.42	201,100.00	8.74%	1,554.22	2,500.00	62.17%	(15,071.42)	702.86%	(16,017.20)	1130.56%	
Boat Launch Facility	475	22,680.47	1,024,978.00	2.21%	12,545.34	1,011,200.00	1.24%	988,519.53	2.24%	(10,135.13)	180.79%	
Utility Deposit	631	4,058.06	10,000.00	40.58%	8,093.82	10,000.00	80.94%	5,941.94	40.58%	4,035.76	50.14%	
Transportation Benefit District	632	83,411.45	147,830.00	56.42%	119,480.74	120,200.00	99.40%	36,788.55	69.39%	36,069.29	69.81%	
TBD Capital Project	633	-	-		-	-		-		-		
State Custodial Pass-Thru Fund	634	4,670.10	24,510.00	19.05%	4,845.07	24,510.00	19.77%	19,839.90	19.05%	174.97	96.39%	
		5,143,189.48	11,052,538.00	46.53%	5,437,478.16	9,396,822.00	57.87%	4,253,632.52	54.73%	294,288.68	94.59%	
Balance Check		5,143,189.48	11,052,538.00		5,437,478.16	9,396,822.00		4,253,632.52		294,288.68		
s/b -0-		-	-		-	-		-		(0.00)		



Investments Activity

Period: 2022 - Sep
Period Totals: Fiscal

Fund	Description	Beginning Balance	Investments Acquired	Liquidated	Reinvested Interest	Ending Balance
010	General Fund	\$503,640.84	\$328,557.65	\$97,830.02	\$5,004.79	\$739,373.26
011	Petty Cash/Change Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100	Street Fund	\$0.00	\$43,729.85	\$21,421.78	\$165.96	\$22,474.03
115	Building Code Account Fund	\$37,120.94	\$8,544.28	\$4,886.37	\$293.94	\$41,072.79
120	Visitor Center Fund	\$27,088.25	\$10,035.37	\$4,047.71	\$248.45	\$33,324.36
130	Library Fund	\$5,016.35	\$10,672.11	\$4,909.70	\$69.46	\$10,848.22
140	Criminal Justice Fund	\$21,068.65	\$4,703.72	\$1,920.14	\$170.66	\$24,022.89
145	Local Criminal Justice Fund	\$86,281.10	\$25,304.41	\$6,951.56	\$765.39	\$105,399.34
150	Accumulative Reserve Fund	\$15,049.03	\$1,709.14	\$1,371.52	\$112.32	\$15,498.97
160	CDBG Grant/Home Rehab Project	\$156,509.90	\$34,724.08	\$36,612.70	\$1,152.36	\$155,773.64
170	DOT Spoil Site Fund	\$44,143.82	\$9,254.76	\$27,233.29	\$184.01	\$26,349.30
180	Public Works Vehicle Replacement	\$28,091.52	\$25,103.13	\$8,570.45	\$323.87	\$44,948.07
185	Police Vehicle Replacement Fund	\$0.00	\$7,703.21	\$0.00	\$45.22	\$7,748.43
190	Drug Enforcement Fund	\$2,006.53	\$452.65	\$150.76	\$15.90	\$2,324.32
195	Low Income Housing Fund	\$44,143.82	\$9,400.64	\$8,926.50	\$330.11	\$44,948.07
300	Swimming Pool Const Fund, 1987	\$73,238.61	\$48,181.26	\$6,004.51	\$834.32	\$116,249.68
310	REET Capital Fund	\$85,277.83	\$34,203.60	\$2,528.91	\$846.00	\$117,798.52
320	Street Construction Capital Fund	\$0.00	\$75,624.21	\$75,641.10	\$16.89	\$0.00
400	Water/Sewer Operating Fund	\$271,885.79	\$515,938.60	\$311,900.99	\$3,798.84	\$479,722.24
410	Regional Water System Fund	\$379,235.54	\$62,585.10	\$52,483.80	\$2,811.45	\$392,148.29
415	Regional Sewer System Fund	\$375,222.46	(\$375,222.46)	\$0.00	\$0.00	\$0.00
420	Stormwater Management Fund	\$4,013.08	\$10,523.74	\$12,995.82	\$7.83	\$1,548.83
425	Stormwater Capital Reserve Fund	\$0.00	\$26,762.22	\$1,372.61	\$184.22	\$25,573.83
430	Regional Water Capital Improvement	\$0.00	\$87,298.83	\$26,470.95	\$396.76	\$61,224.64
435	Muni Water Capital Improvement	\$1,299,232.86	\$175,659.72	\$459,646.10	\$7,749.09	\$1,022,995.57
440	Water Bond Reserve Fund	\$70,228.80	\$93,612.57	\$11,415.52	\$1,023.49	\$153,449.34
450	Sewer Bond Reserve Fund	\$223,728.90	\$43,933.97	\$38,398.68	\$1,684.24	\$230,948.43
460	Sewer Loan Reserve Fund	\$12,039.23	\$2,907.73	\$1,097.22	\$98.27	\$13,948.01
463	Short Lived Asset Reserve Fund	\$32,104.59	\$5,727.19	\$4,749.58	\$242.16	\$33,324.36
470	Muni Sewer Capital Imprv Reserve	\$146,477.21	\$79,364.55	\$18,148.23	\$1,554.22	\$209,247.75
475	Boat Launch Facility Fund	\$6,019.61	\$38,489.59	\$16,063.15	\$227.57	\$28,673.62
631	Utility Deposit Fund	\$53,173.24	\$15,802.74	\$13,591.39	\$413.82	\$55,798.41
632	Transportation Benefit District Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
633	TBD Capital Project Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
634	State Custodial Pass-Thru Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$4,002,038.50	\$1,461,288.16	\$1,277,341.06	\$30,771.61	\$4,216,757.21



Cash and Investment Activity

Period: 2022 - Sep
Period Totals

Fund	Beginning Cash	Beginning Investments	Activity In	Activity Out	Ending Cash	Ending Investments	Ending Balance
010 General Fund	\$538,392.72	\$737,815.86	\$151,322.40	\$134,895.05	\$556,377.47	\$745,266.17	\$1,301,643.64
011 Petty Cash/Change Fund	\$760.00	\$0.00	\$0.00	\$0.00	\$760.00	\$0.00	\$760.00
100 Street Fund	\$17,860.49	\$22,427.54	\$6,827.91	\$21,443.33	\$3,291.56	\$22,649.94	\$25,941.50
115 Building Code Account Fund	\$15,681.23	\$40,988.27	\$225.00	\$3,859.94	\$12,130.81	\$41,392.62	\$53,523.43
120 Visitor Center Fund	\$10,403.69	\$33,254.63	\$34,018.55	\$40,910.14	\$3,581.83	\$69.73	\$3,651.56
130 Library Fund	\$7,455.75	\$10,827.08	\$267.25	\$1,317.82	\$6,426.32	\$10,928.18	\$17,354.50
140 Criminal Justice Fund	\$6,802.92	\$23,974.28	\$0.00	\$232.51	\$6,619.02	\$24,206.79	\$30,825.81
145 Local Criminal Justice Fund	\$38,056.33	\$105,177.46	\$4,866.59	\$1,186.52	\$41,958.28	\$106,238.90	\$148,197.18
150 Accumulative Reserve Fund	\$4,822.57	\$15,467.27	\$0.00	\$151.64	\$4,702.63	\$15,618.91	\$20,321.54
160 CDBG Grant/Home Rehab Project	\$46,578.69	\$155,446.11	\$0.00	\$1,566.88	\$45,339.34	\$157,012.99	\$202,352.33
170 DOT Spoil Site Fund	(\$11,181.59)	\$26,294.36	\$40,784.53	\$2,322.23	\$27,335.65	\$26,557.19	\$53,892.84
180 Public Works Vehicle Replacement	\$14,779.79	\$44,855.09	\$0.00	\$444.80	\$14,427.97	\$45,299.89	\$59,727.86
185 Police Vehicle Replacement Fund	\$2,296.79	\$7,733.64	\$0.00	\$70.76	\$2,240.82	\$7,804.40	\$10,045.22
190 Drug Enforcement Fund	\$851.27	\$2,320.09	\$0.00	\$20.22	\$835.28	\$2,340.31	\$3,175.59
195 Low Income Housing Fund	\$14,215.41	\$44,855.09	\$0.00	\$444.80	\$13,863.59	\$45,299.89	\$59,163.48
300 Swimming Pool Const Fund, 1987	\$35,068.69	\$116,004.56	\$0.00	\$1,172.64	\$34,141.17	\$117,177.20	\$151,318.37
310 REET Capital Fund	\$38,355.86	\$117,551.28	\$571.22	\$12,170.12	\$27,004.20	\$118,734.03	\$145,738.23
320 Street Construction Capital Fund	(\$83,815.53)	\$0.00	\$81,964.04	\$11,931.34	(\$13,782.83)	\$0.00	(\$13,782.83)
400 Water/Sewer Operating Fund	\$393,538.64	\$478,712.15	\$184,921.88	\$238,156.69	\$341,313.92	\$483,544.24	\$824,858.16
410 Regional Water System Fund	\$83,064.83	\$391,322.05	\$52,577.17	\$39,063.83	\$97,404.41	\$395,274.66	\$492,679.07
415 Regional Sewer System Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
420 Stormwater Management Fund	\$13,678.79	\$1,546.72	\$13,486.67	\$12,575.27	\$14,592.30	\$1,556.83	\$16,149.13
425 Stormwater Capital Reserve Fund	\$7,864.36	\$25,521.00	\$0.00	\$252.73	\$7,664.46	\$25,773.73	\$33,438.19
430 Regional Water Capital Improvement	\$19,185.45	\$61,095.74	\$3,150.00	\$10,479.88	\$11,984.47	\$61,712.39	\$73,696.86
435 Muni Water Capital Improvement	\$306,138.93	\$1,020,840.15	\$1,050.00	\$45,810.16	\$263,534.19	\$1,031,151.31	\$1,294,685.50
440 Water Bond Reserve Fund	\$45,431.09	\$153,126.02	\$0.00	\$1,546.68	\$44,207.73	\$154,672.70	\$198,880.43
450 Sewer Bond Reserve Fund	\$68,818.82	\$230,462.40	\$0.00	\$2,325.07	\$66,979.78	\$232,787.47	\$299,767.25
460 Sewer Loan Reserve Fund	\$4,338.50	\$13,920.54	\$0.00	\$131.42	\$4,234.55	\$14,051.96	\$18,286.51
463 Short Lived Asset Reserve Fund	\$10,372.10	\$33,254.63	\$0.00	\$333.59	\$10,108.24	\$33,588.22	\$43,696.46
470 Muni Sewer Capital Imprv Reserve	\$56,841.47	\$208,808.21	\$0.00	\$2,301.36	\$54,979.65	\$210,910.88	\$265,890.53
475 Boat Launch Facility Fund	\$12,048.41	\$28,614.45	\$4,226.01	\$1,118.81	\$15,214.78	\$28,897.50	\$44,112.28
631 Utility Deposit Fund	\$17,231.33	\$55,682.19	\$560.00	\$555.99	\$17,351.56	\$56,238.18	\$73,589.74
632 Transportation Benefit District Fund	\$251,075.60	\$0.00	\$13,635.58	\$58,284.34	\$206,426.84	\$0.00	\$206,426.84
633 TBD Capital Project Fund	\$3,456.17	\$0.00	\$0.00	\$0.00	\$3,456.17	\$0.00	\$3,456.17
634 State Custodial Pass-Thru Fund	\$2,026.82	\$0.00	\$569.94	\$377.69	\$2,219.07	\$0.00	\$2,219.07
	\$1,992,496.39	\$4,207,898.86	\$595,024.74	\$647,454.25	\$1,948,925.23	\$4,216,757.21	\$6,165,682.44

**CITY OF CASTLE ROCK
PUBLIC HEARING NOTICE**

The Castle Rock City Council will hold a public hearing during the regular meeting of the Castle Rock City Council on Monday, October 24, 2022 starting at 7:30 PM. The City Council meetings are conducted at the Castle Rock Senior Center, 222 Second Avenue SW, Castle Rock, Washington. Details for joining the meeting virtually are below and will be published with an online agenda on October 24, 2022 at ci.castle-rock.wa.us under 'Government', 'Council Agendas & Minutes'. Public Comment can be submitted in advance to ccuttonaro@ci.castle-rock.wa.us.

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

The purpose of this meeting will be to review revenue sources for the following year's current expense budget (General Fund) and include consideration of possible increases in property tax revenues (Ad Valorem taxes) to be assessed for the fiscal year ending December 31, 2023. The public is invited to present testimony on this issue. For more information contact Carie Cuttonaro, Clerk-Treasurer, at City Hall, (360) 274-8181 or ccuttonaro@ci.castle-rock.wa.us.

Published: The Daily News – October 14, 2022



Cowlitz County Assessor
Preliminary Report of Value for **City of Castle Rock**
for Taxes to be Collected in 2023
Report prepared 9/22/2022

This is a preliminary estimate.

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

HIGHEST LAWFUL LEVY CALCULATION:

$$\text{Highest lawful levy since 1985: } \frac{416,057}{\text{Limit Factor}} \times \frac{101.000\%}{\text{New Limit with Increase}} = \frac{420,218}{\text{New Limit with Increase}}$$

Allowance for New Construction:

$$\frac{1,608,720}{\text{New Const AV}} \times \frac{1.8222398554}{\text{Last Year's Levy Rate}} \div \$1,000 = \frac{2,931}{\text{Allowance for New Construction}}$$

Allowance for any increase in State Assessed Value:

$$\frac{0}{\text{Increase (if any)}} \times \frac{1.8222398554}{\text{Last Year's Levy Rate}} \div \$1,000 = \frac{0}{\text{Allowance for State Assd Increase}}$$

Additional levy capacity due to annexation:

$$\frac{0}{\text{Annexed Area's AV}} \times \frac{0.000000}{\text{Annexation factor}} \div \$1,000 = \frac{0}{\text{Allowance for Annexation}}$$

$$\text{Regular Property Tax Limit, including Annexations: } \frac{423,149}{\text{Regular Levy Limit}}$$

Statutory Rate Maximum:

$$\frac{269,024,529}{\text{AV of District}} \times \frac{2.400000}{\text{Statutory Rate Limit}} \div \$1,000 = \frac{645,659}{\text{Statutory Max Limit}}$$

\$3.60 less estimated Fire #6 rate

ESTIMATED HIGHEST LAWFUL LEVY for 2023 Payable: 423,149

REFUND LEVY

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

For the 12-month period 08/01/2021 - 07/31/2022 **Amount Eligible for Refund Levy: 0**

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

ASSESSED VALUE

\$ 269,024,529 Preliminary Assessed Value for Tax Collection in 2023

Preparing a Resolution/Ordinance to Increase the District Levy

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

Step 1 - ENTER the total desired LEVY (dollar amount) for the CURRENT year: 423,149

Step 2 - SUBTRACT the following:

New Const allowance (from above)	-2,931
State Assd allowance (from above)	0
Annexation allowance (from above)	0
* Last Year's ACTUAL LEVY	-416,057

This is the DOLLAR INCREASE from last year: 4,161

Step 3 - Divide the Dollar Increase by Last Year's Actual Levy

Move the decimal two places to the right to convert to percentage, for example 0.01 = 1.00%

This is the PERCENT INCREASE from last year: 1.00%

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

1. CALL TO ORDER

Mayor Paul Helenberg called the regular meeting of the Castle Rock City Council to order at 7:30 PM.

a. Pledge of Allegiance

Mayor Helenberg led the Pledge of Allegiance.

b. Roll Call

Councilmembers present: Art Lee, Lee Kessler, Earl Queen, Paul Simonsen, and Ellen Rose.

Staff present: Police Chief Charlie Worley, City Attorney Frank Randolph, Public Works Director Dave Vorse, City Engineer Tom Gower, and Clerk-Treasurer Carie Cuttonaro.

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
Mayor Helenberg gave a verbal report.
- CRCDA Representative Nancy Chennault

6. PUBLIC HEARINGS

7. CONSENT AGENDA

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

- a. Approve the minutes of the September 12, 2022 Regular Council Meeting. (page 3-5)

8. OLD BUSINESS

- a. Project Completion - Six Rivers Regional Trail System, Phase 1 Project. Identified project items to be addressed have been completed and Gibbs & Olson, Inc. recommends the City accept the project as complete. (page 6-7)

City Engineer Tom Gower presented.

Councilmember Kessler made a motion, seconded by Rose to approve project completion - Six Rivers Regional Trail System Phase 1 Project, contingent upon receiving WSDOT approval. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

- b. Updated 2022 Salary Comparison for Elected Officials. (page 8-11)

After discussion, this item was tabled until the next meeting.

9. NEW BUSINESS

- a. Correspondence - Received correspondence from Sunnyside Grange #129 located at 214 Cowlitz St W. (page 12-14)

Councilmember Lee Kessler asked questions regarding the proposal for street parking.

Mayor Helenberg gave a response.

Citizen, name and city unstated provided public comment.

Citizen, name and city unstated provided public comment.

Councilmember Kessler made a motion, seconded by Lee to approve adding 2hr parking signs to the 200 block of Cowlitz St W, northside only, from 8:30AM - 7:30PM Monday - Saturday. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

- b. Elizabeth Markley, 239 Front Ave SW, requests a utility adjustment for the June/July and July/August billings in the amount of \$361.79. Request meets ordinance provisions; staff recommends approval. (page 15-16)

Councilmember Lee made a motion, seconded by Rose to approve the leak adjustment for Elizabeth Markley, 239 Front Ave SW. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

- c. Request to approve an Interlocal Agreement with Cowlitz County to receive funding in the amount of \$2,000,000 (\$1,000,000 in January 2023 and \$1,000,000 in January 2024) from the Rural County Public Facility Funds for the Exit 48 Water & Sewer Main Extensions & Powell Rd Water Project. (page 17-18)

Councilmember Lee made a motion, seconded by Queen to approve the Interlocal Agreement with Cowlitz County to receive funding in the amount of \$2,000,000 from the Rural County Public Facility Funds for the Exit 48 Water & Sewer Main Extension & Powell Rd Water Project. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

10. OTHER BUSINESS

11. ADJOURNMENT

There being no further business, Mayor Helenberg adjourned the meeting at 8:01 PM.

Mayor Paul Helenberg

Clerk-Treasurer Carie Cuttonaro

1. CALL TO ORDER

Mayor Paul Helenberg called the regular meeting of the Castle Rock City Council to order at 7:32 PM.

a. Pledge of Allegiance

Mayor Helenberg led the Pledge of Allegiance.

b. Roll Call

Councilmembers present: Art Lee, Lee Kessler, Earl Queen, and Ellen Rose. Councilmember Paul Simonsen was excused.

Staff present: Police Chief Charlie Worley, City Attorney Frank Randolph, Public Works Director Dave Vorse, City Engineer Tom Gower, and Clerk-Treasurer Carie Cuttonaro.

c. Changes to Agenda

New Business item added -

h. Request to approve up to \$150,000 from ARPA Funds for the SR411 Water & Sewer Main Repair/Replacement Project.

2. PROCLAMATIONS & PRESENTATIONS

Police Chief Worley presented the newest members to the Police Department, Reserve Officers Tarryn Carter and Aron Radach, and proceeded with the swearing-in ceremony.

3. CITIZEN COMMENTS - please limit to 3 minutes

Lindy Campbell, Castle Rock, provided public comment.

A Citizen, name and city unstated provided public comment.

4. DEPARTMENT REPORTS

- City Attorney Frank Randolph

- Police Chief Charlie Worley

Police Chief Charlie Worley gave a verbal report.

- Public Works Director Dave Vorse

Public Works Director Dave Vorse gave a verbal report.

- City Engineer Tom Gower

- Clerk-Treasurer Carie Cuttonaro

5. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers

Mayor Helenberg gave a verbal report.

- CRCDA Representative Nancy Chennault

1. America in Bloom 2022 Symposium results.

Mayor Helenberg and Public Works Director Dave Vorse gave verbal reports.

6. PUBLIC HEARINGS

7. CONSENT AGENDA

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

- 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)

This item was tabled to the next meeting.

9. NEW BUSINESS

- a. Bid Tab Results and Award - Chemical Procurement. (page 9)

This item was tabled to the next meeting.

- b. Request for Care Coalition office space use during city hall hours up to two times per week.

Police Chief Charlie Worley presented.

Councilmember Rose made a motion, seconded by Queen to approve the request for Care Coalition office space use during city hall hours up to two times per week. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, and Rose voted 'Aye'.

- c. Request to close bank account held at Fibre Federal Credit Union initially opened earlier this year, which was intended for daily deposits.

Councilmember Kessler made a motion, seconded by Lee to approve the request to close bank account at Fibre Federal Credit Union. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, and Rose voted 'Aye'.

- 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)

Councilmember Lee Kessler provided comment.

Councilmember Kessler made a motion, seconded by Rose to approve contract renewal with

Northwest Enforcement, Inc. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, and Rose voted 'Aye'.

e. Request for possible purchase of a 2022 Dodge Durango Pursuit Vehicle not to exceed \$65,000.

Police Chief Charlie Worley presented.

Councilmember Rose made a motion, seconded by Lee to approve possible purchase of a 2022 Dodge Durango Pursuit Vehicle out of the 1/10th of 1% fund, not to exceed \$65,000. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, and Rose voted 'Aye'.

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)

Councilmember Lee made a motion, seconded by Rose to approve Special Event Permit #2022-0029; Castle Rock Community Development Alliance - Halloween Jamboree contingent proof of Insurance. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, and Rose voted 'Aye'.

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)

Councilmember Lee made a motion, seconded by Queen to approve Ordinance No. 2022-08. After discussion, councilmember Queen withdrew his second and this item was tabled.

h. *Added Item*

Request to approve up to \$150,000 from ARPA Funds for the SR411 Water & Sewer Main Repair/Replacement Project.

Mayor Helenberg provided comment.

City Engineer Tom Gower presented.

Councilmember Queen made a motion, seconded by Lee to approve up to \$150,000 from ARPA funds for the SR411 Water & Sewer Main Repair/Replacement Project. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, and Rose voted 'Aye'.

10. OTHER BUSINESS

Budget Workshop will be on Wednesday, October 19th at 6PM.

11. ADJOURNMENT

There being no further business, Mayor Helenberg adjourned the meeting at 8:21 PM.

Mayor Paul Helenberg

Clerk-Treasurer Carie Cuttonaro

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.)

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 Difference					11,124.96
Average Difference Compared to CR					695.31
Total Difference Less Kalama, Kelso, Longview, Woodland					8,464.96
Average Difference Compared to CR					705.41
Total Difference Cowlitz County Only					2,660.00
Average Difference Compared to CR					665.00

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)

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: _____

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 \$15.00 per day shall be charged for each day of impoundment; and

(3) A service charge of \$50.00 upon the first impounding of the dog, the sum of \$100.00 upon any second impounding, and \$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: _____

ORDINANCE NO. 2022-09

AN ORDINANCE FIXING THE ESTIMATED AMOUNT TO BE RAISED BY AD VALOREM TAXES FOR THE 2023 BUDGET OF THE CITY OF CASTLE ROCK, WASHINGTON IN ACCORDANCE WITH REVISED CODE OF WASHINGTON 84.55.120

WHEREAS, the Castle Rock City Council of the City of Castle Rock has met and considered its budget for the calendar year ending December 31, 2023; and

WHEREAS, the district's actual levy amount from the previous year was \$416,057; and

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

NOW, THEREFORE BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy and a special excess tax levy are both hereby authorized to be collected in the 2023 tax year.

- a. The dollar amount of the increase over the actual levy amount from the previous year shall be \$4,161 which is a percentage increase of 1.000% from the previous year. The increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.
- b. Special Excess Tax Levy – Tax rate not to exceed \$0.30 per \$1,000 of full assessed value for a total assessment of \$68,496.53. Approved by the voters at the November 8, 2022 General Election for operation and maintenance of the Castle Rock Library.

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

Mayor Paul Helenberg

Councilmember Art Lee

Councilmember Lee Kessler

Councilmember Earl Queen

Councilmember Paul Simonsen

Councilmember Ellen Rose

Attest:

Approved as to form:

Clerk-Treasurer

City Attorney

ORDINANCE NO. 2022-10

AN ORDINANCE AMENDING CITY OF CASTLE ROCK, WASHINGTON MUNICIPAL CODE, SECTION 13.06.100
UTILITY COLLECTION PROCEDURES

WHEREAS, the Castle Rock City Council wishes to amend procedures for collection of returned payments; and

WHEREAS, changes to procedures are intended to update collection processes; and

WHEREAS, the intent of this action does not exempt customers from being responsible for payment of the full amount of their customer account balance.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Castle Rock, Washington that Castle Rock Municipal Code, Section 13.06.100, is amended as follows:

Section 13.06.100 Collection – Bad check. In the event a utility bill is paid with a check that is returned for any of the following reasons: insufficient funds, uncollected funds, account closed, postdating, or other irregularity not the fault of the city, the following will occur:

A. A returned check fee as established by resolution of the city council will be charged to the account.

B. The ~~tenant and owner~~customer will be notified by telephone or by door hanger to redeem such check together with the returned check fee. Payment is due in cash, cashier's check or money order the business day following the issued date of notice. If payment is not received, as required, utility service will be disconnected and a disconnect fee as established by resolution of the city council will be assessed to the account balance. Service will not be restored until the account balance is paid in full, including a reconnect fee as established by resolution of the city council.

C. Customers disconnected for nonpayment and requesting reconnection of utility services after regular business hours will be assessed an additional overtime reconnection fee as established by resolution of the city council, which must be paid, along with all other charges, prior to reconnection.

D. Discontinuation of service will be considered a lien on the property. Disconnection for nonpayment shall not occur on a day preceding a weekend or holiday, or when it would not be practical to restore service on the following day.

The effective date of this ordinance shall be December 1, 2022.

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

Mayor Paul Helenberg

Attest:

Approved as to form:

Clerk-Treasurer

City Attorney

ORDINANCE NO. 2022-10

AN ORDINANCE AMENDING CITY OF CASTLE ROCK, WASHINGTON MUNICIPAL CODE, SECTION 13.06.100
UTILITY COLLECTION PROCEDURES

WHEREAS, the Castle Rock City Council wishes to amend procedures for collection of returned payments; and

WHEREAS, changes to procedures are intended to update collection processes; and

WHEREAS, the intent of this action does not exempt customers from being responsible for payment of the full amount of their customer account balance.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Castle Rock, Washington that Castle Rock Municipal Code, Section 13.06.100, is amended as follows:

Section 13.06.100 Collection – Bad check. In the event a utility bill is paid with a check that is returned for any of the following reasons: insufficient funds, uncollected funds, account closed, postdating, or other irregularity not the fault of the city, the following will occur:

A. A returned check fee as established by resolution of the city council will be charged to the account.

B. The tenant and owner will be notified by telephone or by door hanger to redeem such check together with the returned check fee. Payment is due in cash, cashier's check or money order the business day following the issued date of notice. If payment is not received, as required, utility service will be disconnected and a disconnect fee as established by resolution of the city council will be assessed to the account balance. Service will not be restored until the account balance is paid in full, including a reconnect fee as established by resolution of the city council.

C. Customers disconnected for nonpayment and requesting reconnection of utility services after regular business hours will be assessed an additional overtime reconnection fee as established by resolution of the city council, which must be paid, along with all other charges, prior to reconnection.

D. Discontinuation of service will be considered a lien on the property. Disconnection for nonpayment shall not occur on a day preceding a weekend or holiday, or when it would not be practical to restore service on the following day.

The effective date of this ordinance shall be December 1, 2022.

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

Mayor Paul Helenberg

Attest:

Approved as to form:

Clerk-Treasurer

City Attorney

VENDOR AGREEMENT

This agreement, dated as of October 3, 2022, is entered into by and between Lower Columbia Community Action Council, (Agency), and City of Castle Rock, a supplier of home water and/or waste water, (*Vendor*).

PURPOSE

Public Law No: 116-260 signed on December 27, 2020, included funding with instructions for the Administration for Children and Families (ACF) within the U.S. Department of Health and Human Services (HHS) to carry out grants to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. This act requires that certain assurances be satisfied before assistance payments are made, on behalf of eligible individuals, to suppliers of drinking water and wastewater. This agreement defines the conditions that the Vendor must agree to so that the Agency can make assistance payments to the Vendor on behalf of eligible households.

AGENCY RESPONSIBILITIES

The Agency shall:

1. Accept and review client applications and determine eligibility of households for payments.
2. Follow procedures that minimize the time elapsing between the receipt of funds and their disbursement to vendor.
3. Make payments in a timely manner to the vendor on behalf of eligible households for the term of this agreement.
4. Follow sound fiscal management policies, including, but not limited to segregation of funds from other operating funds of the agency.
5. Notify customer and/or vendor of the customer's eligibility and total benefit amount.
6. Incorporate policies that assure the confidentiality of eligible household's usage, balance, and payments.
7. Upon request from vendor, provide a statement verifying income of an eligible household for the sole purpose of determining moratorium eligibility, within the statutory guidelines of confidentiality.

WATER VENDOR RESPONSIBILITIES

The Vendor shall:

1. Immediately apply the benefit payment to customer's current/past due bill, deposit/reconnect requirements, or arrearages to eliminate the amount owed by the customer and agree to maintain service to customer for a period of 30 days.
2. Notify the customer of the amount of benefit payment applied to the customer's billing.
3. Keep customer records confidential.
4. Maintain records for four (4) years from the date of this agreement, or long if the vendor is notified that a fiscal audit for a specific program year is unresolved.

5. Not treat adversely, or discriminate against any household that receives assistance payments, either in the cost of the goods supplied or the services provided.
6. Upon request of the agency, provide eligible customer's consumption history and account balance for the sole purpose of determining customer benefit.
7. Comply with the provisions of the state law regarding disconnects and pertinent provisions of the Washington Administrative Code related to moratorium, if governed by that ruling.
8. Make records available for review by authorized staff of the agency and Washington State Department of Commerce and the U.S. Department of Health and Human Services.

REQUIRED RECORDS FOR AUDIT PURPOSES

The vendor will keep records showing the following:

1. Name and address of households who received assistance payments.
2. Amount of assistance to each household.
3. Source of payment.

OTHER PROVISIONS

Term of Agreement

This agreement is effective from the date of execution.

Termination

This agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of the agreement. If funding is withdrawn, reduced, or eliminated by Commerce, the agency has the right to terminate this agreement immediately.

Assignment of Agreement

Neither party may assign the agreement or any of the rights, benefits and remedies conferred upon it by this agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The vendor and the agency do hereby agree to the conditions set forth in this agreement.

Agency	Vendor
Signature	Signature
<u>Ilona A. Kerby</u>	<u>Paul Helenberg</u>
Printed Name	Printed Name
<u>Executive Director</u>	<u>Mayor</u>
Title	Title
<u>LCCAC</u>	<u>City of Castle Rock</u>
Name of Company	Name of Company
Date	Date

RESOLUTION NO. 2022-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE ROCK EXPRESSING SUPPORT FOR A
CRIMINAL JUSTICE TRAINING COMMISSION (“CJTC”) REGIONAL POLICE TRAINING CAMPUS IN THE
SOUTHWEST WASHINGTON REGION

WHEREAS, public safety and criminal justice professionals and first responders are essential to providing public safety; and

WHEREAS, for the past several years, law enforcement agencies across the county have experienced an increase in law enforcement resignations and retirements and a decrease in law enforcement professional applications and new hires; and

WHEREAS, many law enforcement agencies in our region estimate large percentages of their staff will become eligible for retirement within the next few years and as a result anticipate an increased rate of retirements to continue for some time; and

WHEREAS, the need to recruit new law enforcement professionals in Southwest Washington creates an increased demand for CJTC’s Basic Law Enforcement Academy (“BLEA”) training; and

WHEREAS, in July 2022 Governor Jay Inslee announced his vision to create regional police academies in order to attract quality people within a 50 mile radius who can commute to and from an academy every day and who will then serve their own communities upon graduation; and

WHEREAS, creating a regional public safety training academy in Southwest Washington strongly enhances the City of Castle Rock’s ability to equitably recruit and train future peace officers from Castle Rock and nearby communities; and

WHEREAS, removing the barrier for new applicants of living five months away from their families in order to attend the BLEA increases opportunities for those who may be single parents or the sole care provider to vulnerable family members; and

WHEREAS, a local regional public safety academy improves community engagement and outreach efforts by increasing equitable access to all, and by providing more opportunities for female and persons from our underrepresented communities to become local peace officers; and

WHEREAS, as Southwest Washington communities continue to grow and our population density increases, a long-term investment from the State of Washington ensures a strong CJTC relationship; and

WHEREAS, a Southwest Washington CJTC footprint also enhances capacity for local public safety agencies to provide Washington State mandated training, such as I-940 requirements, such as de-escalation training; and

WHEREAS, a Southwest Washington contemporary regional training facility portrays a strong vision of investment in community safety and careers for those who choose a life of service to others.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Castle Rock as follows:

The City Council hereby expresses its’ support for a Criminal Justice Training Commission regional police training campus in the Southwest Washington region.

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

Mayor

Attest:

Approved as to form:

City Clerk

City Attorney

**AGREEMENT FOR ANIMAL CONTROL SERVICES
BETWEEN THE CITY OF CASTLE ROCK, WASHINGTON
AND
HUMANE SOCIETY OF COWLITZ COUNTY**

THIS AGREEMENT is made and entered into by and between **CITY OF CASTLE ROCK**, a municipal corporation of the State of Washington, (hereinafter referred to as "City") and the **HUMANE SOCIETY OF COWLITZ COUNTY**, a Washington nonprofit corporation, (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the City has declared it necessary to and has established regulations and procedures for animal control within city limits as set forth in Castle Rock Municipal Code Chapter 6.06, and any applicable laws of the State of Washington; and

WHEREAS, the City has authority to appoint an Animal Control Contractor to enforce the animal control laws of the City State and to provide for the shelter and welfare of animals; and

WHEREAS, CRMC 6.06.010 authorizes the designated Animal Control Contractor and its agents to have full authority to administer and enforce CRMC 6.06, or any other city ordinance, state law or regulation pertaining to animal control, the prevention of cruelty to animals, and other similar matters related to animals; and

WHEREAS, the **HUMANE SOCIETY OF COWLITZ COUNTY** desires appointment as the Animal Control Contractor for the City, and the Castle Rock City Council desires to make such appointment and Agreement for services as described herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Animal Control Agency. Contractor is hereby designated as the City's Animal Control Agency and all of Contractor's officers, agents, and employees are designated animal control officers of the City with all powers and duties as prescribed by CRMC 6.06, except as herein modified. Contractor agrees to qualify and remain qualified to diligently perform all animal control services within the City limits in accordance with this Agreement, and with CRMC 6.06, or any other city ordinance, state law or regulation pertaining to animal control, the prevention of cruelty to animals and other similar matters related to animals.

Only those members or employees of Contractor who have qualified in accordance with RCW 16.52.015 and/or RCW 16.52.025 may carry out or enforce the provisions of RCW Chapter 16.52 and CRMC 6.06.

Contractor agrees to employ enforcement officers to be suitably uniformed to present a clean, respectable image to the public. Said officers shall be trained and commissioned as enforcement officers so as to enable them to enforce the terms of this Agreement. Training shall include, but not be limited to, the issuance of citations, investigations, report preparation, court

proceedings, and methods of animal control and handling.

The Contractor shall provide and maintain a sufficient number of patrol vehicles to carry out the terms of this Agreement. Said vehicles shall be conspicuously marked and identified, equipped with communication equipment and arranged in such a manner as to provide humane treatment for the animals transported.

The word “animal” or “animals” as used in this Agreement shall mean all domestic animals and wild animals which have been tamed or kept in captivity. It shall not pertain to undomesticated wild or predatory animals or birds except in the case of injury to, suffering and/or death of such animals or birds.

2. Scope of Services. Contractor's obligations hereunder are those set forth in the attached specifications, which are incorporated herein by this reference. Contractor agrees to perform such obligations fully. The services of Contractor shall be available to the City and to the general public. Contractor shall provide personnel for the performance of Contractor's duties to be available, at a minimum, Monday through Friday, between the hours of 9:00 a.m. and 5:00 p.m., excluding legal holidays.

Contractor shall pay all expenses and costs necessary for the proper implementation of the duties assumed under this Agreement.

The Clerk-Treasurer Office shall administer this Agreement on behalf of the City, and the Contractor shall perform the required services to the satisfaction of the Mayor or his/her designee. Determination of satisfaction with the Contractor's services shall be based on reasonable and objective standards that are not inconsistent with this Agreement.

3. Term. The initial term of this Agreement shall be January 1st, 2019 through December 31st, 2021 unless earlier terminated. Either party may terminate this Agreement at any time by giving ninety (90) days' prior written notice to the other, in which case the amount payable by City under Section 4 shall be prorated accordingly.

4. Compensation. In consideration of Contractor's performance of its obligations, City shall pay Contractor as follows:

The sum of \$15,602.37 for the period of January 1, 2023 – December 31st 2023 billed in four equal quarterly installments.

The above sums shall be paid upon the receipts of invoices received from Contractor and in accordance with the City's regular billing and payment schedule.

Additional fees for Court-ordered impoundment. The City shall pay a rate of \$15.00 per day for each animal impounded and sheltered by Contractor in compliance with a court order in excess of three (3) days until the release of the

court-ordered impoundment in order to recover expenses from extraordinary or lengthy impoundments arising from criminal cases. The excess fees will be invoiced to the City and paid quarterly.

5. Licensing and Impoundment Fees. Contractor shall be entitled to retain all revenues collected as a result of the issuance of City's animal licenses and assessment of impoundment/redemption fees in accordance with the City's master fee resolution as amended, and reimbursements received for the provision of applicable veterinary or medical services associated with impoundments.

6. Insurance.

(a) Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance or non-performance of the work required hereunder by the Contractor, its agents, representatives, employees, or subcontractors.

(b) Contractor shall maintain the following types and limits of insurance:

1. Automobile Liability insurance shall be at least as broad as ISO form CA 00 01 covering all owned, non-owned, hired and leased vehicles. Automobile Liability insurance shall be written with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage. General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 equivalent to produce completed operations aggregate limit.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington

(c) The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

(d) If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

(e) The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

(f) Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

(g) Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

(h) The Contractor shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

(i) Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

7. Independent Contractor. The Contractor is an independent contractor of the City, and as such is not subject to the City's immediate control or direction in the performance of the required services. Neither the Contractor nor any of the Contractor's employees or agents shall be deemed to be an official, employee, or agent of the City. The Contractor is solely responsible for its acts and for the acts of its officers, employees, agents, and sub-Contractors.

8. Indemnification.

(a) The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including reasonable attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

(b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability

hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

(c) This paragraph shall survive the completion, expiration, and/or termination of this agreement.

9. Subcontracting and Assignments. The Contractor shall not subcontract any portion of the required services without the City's prior written consent. The Contractor likewise shall not assign all or any portion of this agreement without the City's prior written consent. Any purported assignment without this consent shall be void. Any consent granted by the City under this paragraph may be subject to such conditions, as the City deems appropriate.

10. Compliance with Laws. Throughout the duration of this agreement, the Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and orders. Contractor shall maintain Workers' Compensation insurance in accord with statutory requirements with respect to all personnel performing services hereunder.

11. Entire Agreement. This written agreement, together with attachments or addenda, constitutes the parties' entire and integrated agreement and supersedes all prior negotiations, representations or agreements, either written or oral.

12. Captions. The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.

13. Amendments. No provision of this agreement may be amended or modified except by a further written document signed by the City and the Contractor.

14. Severability. If a court of law determines any provision of the Agreement to be unenforceable or invalid, the parties hereto agree that all other portions of this Agreement shall remain valid and enforceable.

15. Notices. All communications, notices and demands of any kind which any party requires or desires to give to any of the other parties shall be in writing and either served on the following individual or deposited in the U.S. Mail, certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to the Contractor	Humane Society of Cowlitz County Attention Christopher Cone, Executive Director P.O. Box 172 Longview, WA 98632
----------------------	--

If to City:	City of Castle Rock Clerk-Treasurer PO Box 370
-------------	--

Castle Rock, WA 98611

16. Applicable Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to the Agreement shall be Cowlitz County, Washington.

CITY OF CASTLE ROCK

HUMANE SOCIETY

Paul Helenberg, Mayor

Christopher Cone, Executive Director

Date

Date

EXHIBIT A
SPECIFICATIONS FOR ANIMAL CONTROL

1. Vigorously and impartially enforce the provisions of RCW Chapters 16.04, 16.52, 16.54 and CRMC Chapters 6.06 as now enacted or as hereafter amended, and other applicable laws and regulations pertaining to the prevention of cruelty to animals and otherwise fulfill and perform the functions and obligations of the Animal Control Contractor under CRMC Chapter 6.06.
2. Issue citations for appearance in Castle Rock Municipal Court for violations of City animal control ordinances.
3. Assist public safety and nuisance abatement officers whenever animal problems are encountered in the discharge of their duties.
3. Apprehend and impound stray and/or injured animals within City limits, including those found on City streets and rights-of-way, or make such other disposition of said animals as deemed necessary under the prevailing circumstances. Contractor shall pick up and dispose of carcasses of animals killed on City streets and rights-of-way during regular working hours and at such other reasonable times as may be necessary under the prevailing circumstances.
4. Receive at the Shelter quarantine animals as ordered by the City or Court; dispose of such animals as deemed necessary under the circumstances.
4. Furnish and maintain a humane and sanitary shelter for the impoundment of all animals. Such shelter shall, at a minimum, be open from 9:00 a.m. to 5:00 p.m., Monday through Friday. Contractor shall at all times keep its facilities in good condition and repair.
5. Provide facilities or referral services for large or exotic animals; such facilities shall be capable of ensuring the safe and humane impoundment of these animals.
6. Have access to the services of a licensed veterinarian during the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday; provide referral services at all other times.
7. Humanely euthanize and dispose of any impounded sick or injured animal following the recommendation of a licensed veterinarian.
8. Euthanization and disposal of animals shall be accomplished in a manner approved by the Humane Society of the United States or the American Veterinarian Medical Association and in a manner that will not subject the animal to any unnecessary pain. Contractor shall be responsible for the lawful disposal of animal carcasses resulting from the performance of its duties. Disposal shall not include the sale or transfer of animals for scientific, medical, industrial or other research.
9. Provide an emergency on-call service to respond to injured animals twenty-four (24) hours per day. Respond to such calls in a prompt and appropriate manner.

10. Allow the City, at reasonable times, to inspect the premises, facilities, and equipment used in providing the services required by the parties' agreement.

11. Maintain complete and accurate records, in a manner acceptable to the City, concerning the following:

(a) revenues and expenditures incurred in the performance of services described herein, dates of service, addresses and/or locations responded to. Such records shall be provided to the City not less than quarterly on or before January 31st, April 30th, July 31st, and October 31st. Such records shall be the property of the City, and shall be subject to inspection, review or audit. Such inspection, review or audit may be accomplished by City personnel or others duly authorized by either party, including officials of the Office of the State Auditor.

(b) Maintain complete records of all animals handled and provided to the City as requested. At a minimum, these records shall contain:

- (1) Type of animal, its sex, and how disposed of,
- (2) Where and how the animal was obtained,
- (3) When the animal was obtained,
- (4) Any additional information that may be required by the City.

(c) A record of all citations and impoundments.

(d) A record of all dog licenses, pet registrations and their accompanying applications and any supporting certifications and statements shall be kept by the city's contractor.

(e) All records shall be the property of the City and shall be maintained by the contractor for a period of three years. Such records shall be available upon request of the City and shall be subject to inspection, review or audit. Such inspection, review, or audit may be accomplished by City personnel or others duly authorized by either party, including officials of the Office of the State Auditor.

12. The City shall further have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Mayor or his/her designee. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection of facilities by City agents or employees, inspection of all records or other materials which the City deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement.

13. Issue animal licenses and licensing renewal notices and assess applicable impoundment fees and charges in accordance with the City's ordinances, regulations, and master fee resolution as amended. Provide a convenient location(s) within the City where residents can obtain animal licenses.