CASTLE ROCK CITY COUNCIL AGENDA

Regular Meeting: Monday, November 14, 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
    1. General Election - Library Excess Levy - Cumulative Unofficial Results Update

5. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers
    1. Request to hold TBD Meeting on November 28, 2022 at 7:00 PM.
- CRCDA Representative

6. PUBLIC HEARINGS

a. Purpose: To take tesimony on the proposed budget for fiscal year ending December 31, 2023, including a proposed 5% increase in all water rates, 3% increase in all sewer rates, and 3% increase in all stormwater rates. Second Public Hearing will be held on November 28, 2022 during the Regular Council Meeting. (page 4-13)

7. CONSENT AGENDA

a. Approve the October 2022 invoices as described in the Fund Transaction Summary Report in the amount of $526,685.91. (page 14-15)

8. OLD BUSINESS

a. Ordinance No. 2022-11, an ordinance amending Ordinance No. 2017-06 to change the compensation for City Councilmembers and Mayor. (page 16)

9. NEW BUSINESS

a. Jessica Hennessy, 401 Clearwood Ct SE, requests a utility adjustment for the August/September and September/October billings in the amount of $1,425.72. Request meets ordinance provisions; staff recommends approval. (page 17-18)

b. Review and approval of the 2023 - 2026 Clerical Collective Bargaining Agreement. (page 19-35)

c. Review and approval of the 2023 Salary Schedule.

d. Ordinance No. 2022-12, an ordinance amending the budgetary appropriations for fiscal year ending December 31, 2022 for the City of Castle Rock, Washington to include the following funds: General (Police, Planning), Streets, Visitor Center, Local Criminal Justice, Regional Sewer, Stormwater, Stormwater Capital, Transportation Benefit District, on first reading. (page 36-37)

e. Ordinance No. 2022-13, an ordinance amending, City of Castle Rock, Municipal Code Chapter 13.16 Retail Water Sales, on first reading. (page 38)

f. Resolution No. 2022-09, a resolution relating to setting rates and minimum charge for water and sewer services to City of Castle Rock customers, and amending Resolution No. 2021-09, on first reading. (page 39-41)

g. Ordinance No. 2022-14, an ordinance amending, in part, City of Castle Rock, Washington, Municipal Ordinance No. 2021-14, Stormwater Management Services by amending charges for all classifications, on first reading. (page 42-43)

h. Ordinance No. TBD-2022-01, an ordinance adopting the budget of the Castle Rock City Transportation Benefit District, Castle Rock, Washington for the fiscal year ending December 31, 2023, on first reading. (page 44-45)

i. Ordinance No. 2022-15, an ordinance adopting the budget of the City of Castle Rock, Washington for the fiscal year ending December 31, 2023, on first reading. (page 46-48)

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT REGULAR COUNCIL MEETINGS:

4Q22	1Q23	2Q23	3Q23
~~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.

CITY OF CASTLE ROCK
NOTICE OF BUDGET FILING AND PUBLIC HEARINGS FOR
2023 Fiscal Budget and 2023-2028 Capital Facilities Plan
Public Hearing Dates: November 14, 2022 and November 28, 2022

Notice is hereby given that the City of Castle Rock preliminary budget for fiscal year ending December 31, 2023 and the 2023-2028 Capital Facilities Plan have been filed with the City Clerk and will be available to the public on November 7, 2022.

The Castle Rock City Council will hold the first public hearing on the 2023 Budget and Capital Facilities Plan on November 14, 2022, and the second on November 28, 2022 during the regular meeting of the Castle Rock City Council 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 November 14, 2022 and November 28, 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 public is encouraged to attend and provide testimony for the final budget. These hearings may be continued without further publication by announcement of the date, time and place of the continued hearing at the hearing. For further information, please contact Clerk-Treasurer Carie Cuttonaro at (360) 274-8181 during regular business hours.

Published: The Daily News November 4, 2022

Budget Message; November 14, 2022

To: Legislative Body
From: Mayor Paul Helenberg
Subject: Budget Request; Fiscal Year Ending December 31, 2023

I am pleased to submit for your consideration the 2023 proposed Annual Budget for the City of Castle Rock.

Copies of the proposed expenditure and revenue reports for 2023 have been distributed and are available to the public. A comparison outlining expenditure appropriations (including allocation for ending fund balance) is provided below for each fund:

Description of Fund	Budget 2021	Actual 2021	Budget 2022	Jan - Sep Actual 2022	Budget 2023
General Fund					
Ending Fund Balance	531,996.00	889,877.20	1,114,741.00	-	1,152,348.00
Executive	108,889.00	77,750.92	76,157.00	49,247.64	87,946.00
Court	108,147.00	65,525.10	104,585.00	50,020.20	84,010.00
Finance	134,172.00	123,921.34	140,794.00	110,265.24	218,426.00
Police	1,140,929.00	1,092,153.04	1,119,889.00	901,873.65	1,260,909.00
Parks	13,922.00	2,706.86	12,526.00	3,557.87	13,860.00
Planning	161,858.00	145,495.86	76,814.00	84,747.07	128,848.00
Non-Departmental	363,895.00	354,926.44	213,244.00	171,205.13	483,108.00
Fund Total	**2,563,808.00**	**2,752,356.76**	**2,858,750.00**	**1,370,916.80**	**3,429,455.00**
Petty Cash/Change Fund					
Ending Fund Balance	760.00	760.00	760.00	-	760.00
Fund Total	**760.00**	**760.00**	**760.00**	**-**	**760.00**
Street Fund					
Ending Fund Balance	29,821.00	27,058.45	9,584.00	-	5,729.00
Fund Total	**208,010.00**	**214,939.15**	**176,558.00**	**136,320.91**	**196,358.00**
Building Code Fund					
Ending Fund Balance	37,285.00	57,648.60	31,827.00	-	56,026.00
Fund Total	**81,677.00**	**99,108.49**	**77,482.00**	**34,609.60**	**107,155.00**
Visitor Center Fund					
Ending Fund Balance	20,607.00	46,292.32	27,980.00	-	264.00
Fund Total	**42,107.00**	**56,151.31**	**50,504.00**	**48,927.61**	**19,793.00**
Library Fund					
Ending Fund Balance	48,492.00	15,327.19	41,517.00	-	4,533.00
Fund Total	**91,878.00**	**31,184.66**	**78,572.00**	**14,354.10**	**40,099.00**
Criminal Justice Fund					
Ending Fund Balance	18,307.00	28,382.39	30,130.00	-	32,840.00
Fund Total	**19,974.00**	**29,240.97**	**31,797.00**	**690.13**	**34,507.00**

Description of Fund	Budget 2021	Actual 2021	Budget 2022	Jan - Sep Actual 2022	Budget 2023
Local Criminal Justice Fund					
Ending Fund Balance	90,968.00	116,980.37	128,504.00	-	145,680.00
Fund Total	**116,095.00**	**143,677.55**	**153,634.00**	**15,094.55**	**185,408.00**
Accumulative Reserve					
Ending Fund Balance	20,189.00	20,209.22	20,207.00	-	20,325.00
Fund Total	**20,189.00**	**20,209.22**	**20,207.00**	**-**	**20,325.00**
CDBG Grant Home Rehab Fund					
Ending Fund Balance	188,241.00	189,430.66	188,414.00	-	201,387.00
Fund Total	**189,241.00**	**189,430.66**	**189,414.00**	**-**	**202,387.00**
DOT Spoil Site Fund					
Ending Fund Balance	60,792.00	48,045.06	36,946.00	-	18,588.00
Fund Total	**267,836.00**	**104,101.05**	**219,966.00**	**66,615.78**	**376,803.00**
Public Works Vehicle Replacement Fund					
Ending Fund Balance	14,544.00	37,877.66	47,873.00	-	734.00
Fund Total	**32,044.00**	**37,877.66**	**67,873.00**	**8,473.67**	**89,734.00**
Police Vehicle Replacement Fund					
Ending Fund Balance	-	-	10,000.00	-	45.00
Fund Total	**-**	**-**	**10,000.00**	**-**	**70,045.00**
Drug Enforcement Fund					
Ending Fund Balance	5,292.00	3,159.69	3,359.00	-	3,376.00
Fund Total	**5,292.00**	**3,159.69**	**3,359.00**	**-**	**3,376.00**
Low Income Housing Fund					
Ending Fund Balance	55,580.00	55,634.78	58,629.00	-	62,173.00
Fund Total	**55,580.00**	**55,634.78**	**58,629.00**	**-**	**62,173.00**
Swimming Pool Construction Fund					
Ending Fund Balance	140,201.00	140,324.05	117,275.00	-	161,494.00
Fund Total	**140,201.00**	**140,324.05**	**117,275.00**	**-**	**161,494.00**
REET Capital Fund					
Ending Fund Balance	5,680.00	111,713.52	82,406.00	-	22,431.00
Fund Total	**64,480.00**	**136,739.66**	**139,206.00**	**20,142.27**	**167,231.00**
Street Construction Capital Fund					
Ending Fund Balance	107,213.00	52,739.54	4,996.00	-	25,299.00
Fund Total	**672,463.00**	**300,561.91**	**531,746.00**	**372,547.25**	**432,299.00**
Water/Sewer Operating					
Water - Ending Fund Balance	154,612.00	269,612.92	315,613.00	-	396,913.00
Water Total	**1,154,602.00**	**1,156,721.92**	**1,382,025.00**	**816,522.48**	**1,402,698.00**

Description of Fund	Budget 2021	Actual 2021	Budget 2022	Jan - Sep Actual 2022	Budget 2023
Sewer - Ending Fund Balance	154,612.00	269,612.91	315,613.00	-	396,913.00
Sewer Total	**1,155,601.00**	**1,245,467.89**	**1,469,370.00**	**956,147.46**	**1,398,001.00**
Fund Total	**2,310,203.00**	**2,402,189.81**	**2,851,395.00**	**1,772,669.94**	**2,800,699.00**
Regional Water Fund					
Ending Fund Balance	431,491.00	462,034.27	463,752.00	-	546,797.00
Fund Total	**1,040,819.00**	**997,863.43**	**1,045,358.00**	**479,758.46**	**1,157,833.00**
Regional Sewer Fund					
Ending Fund Balance	525,968.00	511,283.41	-	-	-
Fund Total	**1,187,652.00**	**1,152,162.97**	**519,185.00**	**566,283.41**	**-**
Stormwater Management Fund					
Ending Fund Balance	17,144.00	7,611.53	3,012.00	-	7,867.00
Fund Total	**163,819.00**	**151,345.32**	**156,471.00**	**103,714.47**	**152,824.00**
Stormwater Capital Reserve Fund					
Ending Fund Balance	444.00	34,068.98	10,195.00	-	9,105.00
Fund Total	**45,444.00**	**66,966.07**	**15,195.00**	**815.01**	**34,105.00**
Regional Water Capital Fund					
Ending Fund Balance	19,048.00	38,698.83	4,529.00	-	44,530.00
Fund Total	**200,273.00**	**223,467.22**	**67,546.00**	**12,198.73**	**60,755.00**
Municipal Water Capital Fund					
Ending Fund Balance	50,998.00	1,441,109.78	204,851.00	-	7,951.00
Fund Total	**1,295,098.00**	**1,539,759.23**	**3,475,951.00**	**172,373.37**	**4,430,651.00**
Water Reserve Fund					
Ending Fund Balance	86,148.00	86,230.94	197,848.00	-	205,272.00
Fund Total	**86,148.00**	**86,230.94**	**197,848.00**	**-**	**205,272.00**
Sewer Reserve Fund					
Ending Fund Balance	271,178.00	271,442.01	298,057.00	-	317,658.00
Fund Total	**271,178.00**	**271,442.01**	**298,057.00**	**-**	**317,658.00**
Sewer Loan Reserve Fund					
Ending Fund Balance	16,524.00	16,539.24	18,186.00	-	19,938.00
Fund Total	**16,524.00**	**16,539.24**	**18,186.00**	**-**	**19,938.00**
Short Lived Asset Reserve Fund					
Ending Fund Balance	40,083.00	40,121.30	43,450.00	-	47,036.00
Fund Total	**40,083.00**	**40,121.30**	**43,450.00**	**-**	**47,036.00**
Municipal Sewer Capital					
Ending Fund Balance	75,190.00	281,907.73	75,882.00	-	69,653.00
Fund Total	**274,240.00**	**287,501.30**	**276,982.00**	**17,571.42**	**270,753.00**

Description of Fund	Budget 2021	Actual 2021	Budget 2022	Jan - Sep Actual 2022	Budget 2023
Boat Launch Facility Fund					
Ending Fund Balance	8,860.00	54,247.41	19,761.00	-	28,969.00
Fund Total	**980,912.00**	**81,188.59**	**1,044,739.00**	**22,680.47**	**1,059,448.00**
Utility Deposit Fund					
Ending Fund Balance	67,916.00	69,553.98	68,871.00	-	74,247.00
Fund Total	**77,916.00**	**77,311.98**	**78,871.00**	**5,088.32**	**84,247.00**
State Custodial Pass-Thru Fund					
Ending Fund Balance	-	2,018.57	2,858.00	-	2,318.00
Fund Total	**24,510.00**	**15,933.06**	**27,368.00**	**5,661.76**	**26,828.00**
Grand Total - All Funds	**12,586,454.00**	**11,725,480.04**	**14,902,334.00**	**5,247,508.03**	**16,267,449.00**

The 2023 budget as proposed is approximately 9% more than in 2022 primarily due to reserve balance increases and large capital projects in 2023, including Water and Sewer Mains project on the SR411 Bridge, Exit 48 Water Main Extension project.

The budget is balanced by a levy of $410,000 for general fund purposes. Examples of general fund purposes include: administrative, court, clerical, police, parks, planning, economic development, and interagency debt/contracts.

The estimated yield from retail sales and use taxes is $625,000. This estimate is $50,000 less than what was budgeted in 2022. This estimate is based on the historical collection activity. It should be noted that it is difficult to predict sales tax revenue due to economic fluctuations and construction projects in process in the City.

Other general operating revenue sources include utility taxes for natural gas, telephone services, electric, water, sewer, stormwater and garbage.

Comparison of all revenue sources available is as follows:

	Actual 2021	Estimated 2022	Estimated 2023
Beginning Fund Balance	3,358,364.79	5,433,440.00	5,840,370.00
Taxes	1,711,148.99	1,540,900.00	1,703,900.00
Licenses/Permits	166,505.24	118,820.00	213,575.00
Intergovernmental Revenues	541,745.92	605,331.00	314,830.00
Grants/Loans	1,793,037.18	3,418,037.00	4,576,137.00
Charges for Goods/Services	3,375,537.39	2,593,849.00	2,743,427.00
Fines/Forfeits	18,957.73	18,200.00	12,200.00
Miscellaneous Revenue	45,228.88	7,262.00	86,155.00
Non-Revenues (Pass-Through to Other Sources)	16,792.50	10,000.00	10,000.00
Loss/Sale of Fixed Assets	82,514.84	50,000.00	50,000.00
Total Interfund Transfers	410,423.73	889,713.00	487,640.00
Total All Estimated Revenue Sources	**11,520,257.19**	**14,685,552.00**	**16,038,234.00**

PERSONNEL:

The Public Works Department is maintaining two seasonal part-time positions, one part-time Heavy Equipment Operator position, and one apprentice position that was added during 2020. The apprentice position will transition to a full-time position in 2023.

Employee Medical Coverage:
There is a budgeted increase of 8% for medical, dental and vision premiums in 2023, however the actual premium rate information has not been released.

Budgeted Cost of Living Increases:

Collective Bargaining Contract	**Percentage**
Clerical	3.25%
Public Works	3.50%
Police	3.00%

Employment Agreement	**Percentage**
Chief of Police	2.38%
Clerk-Treasurer	3.50%
Public Works Director	3.50%

Non-Bargaining	**Percentage**
Police On-Call	3.00%
All Others	3.50%

Minimum Wage	**Rate Per Hour**
2022	14.49
2023 (8.63% Increase)	15.74

2023 Percentage Cost Allocation

Position	**EE**	**Finance**	**Building**	**Planning**	**Regional Water**	**Water**	**Sewer**	**Street**	**Storm water**	**Park**	**Exec**	**DOT Spoils**	**Boat Launch**	**Total**
Clerk-Treasurer	CC	60	1	1	4	16	16		2					100
Deputy Clerk II	KA	20	12	14		25	25		4					100
Deputy Clerk II	CH	31			8	29	29		3					100
Deputy Clerk I	CC				35	20	40		5					100
Public Works Director	DV				20	15	35	10	10		10			100
Senior Plant Operator	TS				40	10	50							100
Wastewater Treatment Plant Operator	MS				35	15	40		10					100
PW Maintenance	PM				20	30	35	5	10					100
PW Maintenance	BA				10	30	20	20	20					100
PW Maintenance	AK				15	40	25	10	10					100
PW Maintenance	LR				15	35	30	10	10					100
PW Maintenance	NE				30	40	20	10						100
PT Heavy Equipment Operator	WK				20	50	20		10					100
PT Summer Help								80		20				100
PT Summer Help								80		20				100

Annual assessment of worker hours between funds was completed earlier in the year with minimal changes. Budget reflects changes in percentage allocation of salary/benefits to reflect personnel service time between funds. This table reflects the assessment results, effective 2022 fiscal year budget. (Note: Police, Building Official, and Library personnel are allocated in their own funds and are not included in the above table.)

The following grant funded projects are included in the 2023 budget:

Grant Source	Grant/Project	Budget
Department of Justice	Bureau of Justice Vest Program	1,000
WA Traffic Safety Commission	Impaired Driving	1,000
WA Association of Sheriffs and Police Chiefs	Sex Offender Grant	1,337
WA Traffic Safety Commission	Seat Belt	600
WA Traffic Safety Commission	Distracted Driver	600
WA Traffic Safety Commission	Flex Funding	1,000
WA Traffic Safety Commission	Traffic Safety Related Events	1,500
WA Traffic Safety Commission	Supervisory	1,500
WA State Department of Commerce	N. Trailhead Restroom	155,000
Association of WA Cities	Loss Control Grant	5,000
Recreation & Conservation Office	YAF (NCRA Pass-Thru)	120,000
CERB	Exit 48 Water/Sewer Main Extension	500,000
Cowlitz County	Exit 48 Water Main Extension	1,000,000
Cowlitz County	6 Rivers Regional Trail Design	259,750
Recreation & Conservation Office	Boat Launch	712,000
Recreation & Conservation Office	Boat Launch	20,000
Port of Longview	Boat Launch (RCO Match)	288,000
	Total Grant Funding	**3,068,287**

Capital Projects (Reimbursed by REET Funds):

Fund	Department	Project	Budget
General Fund	Finance Department	Office Addition	70,000
		Cashier Camera	2,500
	Police Department	Portable Radio Program	2,000
		Taser/Video Body Camera Program	11,000
		Patrol Rifle Program	4,000
		Less-lethal Launcher	3,500
		Handgun Program	4,800
		Radio Antenna	3,000
		Computers	4,500
	Parks	Gateway & Old Jail Park Signs	2,000
		Huntington Monument Sign	1,000
		Coldwater Park Improvements	2,000
	Non-Department	City Hall Exterior Paint	26,000
DOT	Parks	Park Signs	3,000
		Cameras	2,500
Street Construction	Parking Lot	Exit 49 Wi-Fi System	3,000
		Total Funds reimbursed by REET	**144,800**

Capital Projects Continued:

General Fund - Parks	Gateway North Island Irrigation	2,000
	Coldwater Park Cushioning Material	3,000
Local Criminal Justice Fund	Drones	16,000
DOT Spoils Site Fund	Riverfront Trail Root Removal	15,000
	Lion's Pride Park Drinking Fountain Repair	1,500
	North Trail Head Restroom	155,000
Public Works Vehicle Replacement Fund	10,000 lb. Excavator	75,000
	Fork Lift	14,000
Police Vehicle Replacement Fund	Pursuit Vehicle	70,000
Street Construction Fund	Street Maintenance Plan (TBD)	70,000
	Six Rivers Regional Trail Phase 2 (TA Project)	294,000
	Eagle's Alley and south end of 1st Ave Paving (TBD)	40,000
	Plate Compactor	2,400
Water/Sewer Operating Fund	Shop Work: Roofing, Siding & Painting	17,500
	Replace 100 Meters	20,000
	Sundial Sewer Issues	3,000
	Video Inspection Prioritization	25,000
	Camera	3,500
	WWTP Lab Ductless Heat Pump	12,000
	Push Camera for Mains	5,000
Regional Water Capital Fund	Rehab Pizza Well	15,000
	Raw Water Line Easement	10,000
	Intake Building Siding	7,000
Stormwater Capital Fund	Levee Maintenance	7,000
	Green Acres PS Valve	5,000
Municipal Water Capital Fund	B Street SW Water Main Replacement & smaller mains	40,000
	SR 411 Bridge Water Main Replacement	1,200,000
	Exit 48 Water Main Extension	2,500,000
Municipal Sewer Capital Improvements Fund	WWTP Biosolids Compost	10,000
	WWTP PLC Replacements ($300,000 project)	50,000
	SR 411 Bridge Sewer Main Repair	100,000
	Green St Lift Station Building	8,000
Boat Launch Fund	River Calming Engineering & Permitting	22,000
	River Calming Construction	978,000

Proposed rate increases:

Proposed increases of 5% for all water rates, and 3% for all sewer rates, and 3% for all stormwater rates.

Rate increases to the base rates for Water and Sewer are necessary to fund the SR411 Water Main Replacement and Sewer Main Repair projects.

Rate increases to the consumption rates for Water and Sewer are budgeted to support operating costs increases, as well as projects. Water and Sewer O&M cost increases include reserves for a Raw Water Line Easement, several Water Main Improvements, Rehabilitation of Pizza Well #144. Rate increase to Stormwater includes Green Acres PS Valve, Pump Replacement/Repair and Levee Maintenance Work. Additional projects are listed in the Capital Outlay Requests.

Utility increases include the following:

Water Base Charge: $1.99/month
Sewer Base Charge: $1.05/month
Stormwater Base Charge: $0.23/month

Increase of rate per 100 cubic feet of usage:

Water: $0.26/100 cubic feet
Sewer: $0.28/100 cubic feet

An example of customer impacts for water, sewer and stormwater rate increases is outlined below:

Current	**100 cf usage**	**500 cf usage**	**1,000 cf usage**	**1,500 cf usage**
Water Base Rate	39.80	39.80	39.80	39.80
Sewer Base Rate	35.01	35.01	35.01	35.01
Water Unit Rate	5.21	26.05	52.10	78.15
Sewer Unit Rate	9.18	45.90	91.80	137.70
Stormwater	7.76	7.76	7.76	7.76
Utility Tax (15%)	14.54	23.18	33.97	44.76
Total	**111.50**	**177.70**	**260.44**	**343.18**

Proposed	***100 cf usage***	***500 cf usage***	***1,000 cf usage***	***1,500 cf usage***
Water Base Rate	*41.79*	*41.79*	*41.79*	*41.79*
Sewer Base Rate	*36.06*	*36.06*	*36.06*	*36.06*
Water Unit Rate	*5.47*	*27.35*	*54.71*	*82.06*
Sewer Unit Rate	*9.46*	*47.28*	*94.55*	*141.83*
Stormwater	*7.99*	*7.99*	*7.99*	*7.99*
Utility Tax (15%)	*15.12*	*24.07*	*35.27*	*46.46*
Total	***115.89***	***184.54***	***270.37***	***356.19***

Effect on customer monthly charges by usage:

Current (CF)	Total	Water	Sewer	Storm Water	Tax (15%)
0	**94.96**	39.80	35.01	7.76	12.39
100	**111.50**	45.01	44.19	7.76	14.54
200	**128.05**	50.22	53.37	7.76	16.70
300	**144.60**	55.43	62.55	7.76	18.86
400	**161.15**	60.64	71.73	7.76	21.02
500	**177.70**	65.85	80.91	7.76	23.18
600	**194.25**	71.06	90.09	7.76	25.34
700	**210.80**	76.27	99.27	7.76	27.50
800	**227.34**	81.48	108.45	7.76	29.65
900	**243.89**	86.69	117.63	7.76	31.81
1000	**260.44**	91.90	126.81	7.76	33.97
1100	**276.99**	97.11	135.99	7.76	36.13
1200	**293.54**	102.32	145.17	7.76	28.29
1300	**310.09**	107.53	154.35	7.76	40.45
1400	**326.63**	112.74	163.53	7.76	42.60
1500	**343.18**	117.95	172.71	7.76	44.76

Proposed (CF)	*Total*	*Water*	*Sewer*	*Storm Water*	*Tax (15%)*
0	***98.72***	*41.79*	*36.06*	*7.99*	*12.88*
100	***115.89***	*47.26*	*45.52*	*7.99*	*15.12*
200	***133.04***	*52.73*	*54.97*	*7.99*	*17.35*
300	***150.21***	*58.20*	*64.43*	*7.99*	*19.59*
400	***167.37***	*63.67*	*73.88*	*7.99*	*21.83*
500	***184.54***	*69.14*	*83.34*	*7.99*	*24.07*
600	***201.70***	*74.61*	*92.79*	*7.99*	*26.31*
700	***218.87***	*80.08*	*102.25*	*7.99*	*28.55*
800	***236.03***	*85.55*	*111.70*	*7.99*	*30.79*
900	***253.20***	*91.02*	*121.16*	*7.99*	*33.03*
1000	***270.37***	*96.50*	*130.61*	*7.99*	*35.27*
1100	***287.53***	*101.97*	*140.07*	*7.99*	*37.50*
1200	***304.69***	*107.44*	*149.52*	*7.99*	*39.74*
1300	***321.86***	*112.91*	*158.98*	*7.99*	*41.98*
1400	***339.03***	*118.38*	*168.44*	*7.99*	*44.22*
1500	***356.19***	*123.85*	*177.89*	*7.99*	*46.46*

Proposed Increase (CF)	*Total*	*Water*	*Sewer*	*Storm Water*	*Tax (15%)*
0	***3.76***	*1.99*	*1.05*	*0.23*	*0.49*
100	***4.39***	*2.25*	*1.33*	*0.23*	*0.58*
200	***4.99***	*2.51*	*1.60*	*0.23*	*0.65*
300	***5.61***	*2.77*	*1.88*	*0.23*	*0.73*
400	***6.22***	*3.03*	*2.15*	*0.23*	*0.81*
500	***6.84***	*3.29*	*2.43*	*0.23*	*0.89*
600	***7.45***	*3.55*	*2.70*	*0.23*	*0.97*
700	***8.07***	*3.81*	*2.98*	*0.23*	*1.05*
800	***8.69***	*4.07*	*3.25*	*0.23*	*1.14*
900	***9.31***	*4.33*	*3.53*	*0.23*	*1.22*
1000	***9.93***	*4.60*	*3.80*	*0.23*	*1.30*
1100	***10.54***	*4.86*	*4.08*	*0.23*	*1.37*
1200	***11.15***	*5.12*	*4.35*	*0.23*	*1.45*
1300	***11.77***	*5.38*	*4.63*	*0.23*	*1.53*
1400	***12.40***	*5.64*	*4.91*	*0.23*	*1.62*
1500	***13.01***	*5.90*	*5.18*	*0.23*	*1.70*

Sincerely,

Mayor Paul Helenberg

As of this date, 11/14/2022, 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

Transaction Type	Description		Amount	Payment Date
Adjustment/EFT	ADJ#953-CC#1000717256		2,005.00	10/28/2022
Adjustment/EFT	EFT#951-10/2022		8,367.48	10/24/2022
Adjustment/EFT	EFT#952-10/2022		500.00	10/14/2022
Adjustment/EFT	EFT#956-10/2022		414.60	10/5/2022
Claims	Check	53707 - 53709	2,004.56	10/19/2022
Claims	Check	53710 - 53711	1,173.92	10/24/2022
Claims	Check	53712 - 53723	3,343.94	10/31/2022
Claims	Check	53723 - 53803	294,063.69	10/31/2022
			311,873.19	

Payroll Expenditures

Transaction Type	Description		Amount	Payment Date
Mid-Month Draw	Nacha #	786569	22,400.00	10/15/2022
Mid-Month Draw	Taxes		5,600.00	10/15/2022
EOM Payroll	Nacha #	799189	62,534.50	10/31/2022
EOM Payroll	Checks	26312 - 26325	56,066.88	10/31/2022
EOM Payroll	Taxes		25,699.71	10/31/2022
Accrued - Quarterly Payroll Tax			4,323.08	
			176,624.17	

TBD Expenditures

Transaction Type	Description		Amount	Payment Date
Adjustment/EFT			-	
Claims	Check	2059	38,188.55	10/31/2022
			38,188.55	

	Amount	Payment Date
Grand Total Expenditures	**526,685.91**	**9/1/2022 - 9/30/2022**
Fund Transaction Summary Report	**526,685.91**	
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 - Oct - November - City Council
System Types: Cash Management, Financials, Payroll, Resources, UB2, Utility Billing

Fund Number	Description	Amount
010	General Fund	$138,807.92
100	Street Fund	$21,425.47
115	Building Code Account Fund	$3,365.92
120	Visitor Center Fund	$575.44
130	Library Fund	$457.98
140	Criminal Justice Fund	$142.50
145	Local Criminal Justice Fund	$7,199.19
170	DOT Spoil Site Fund	$11,687.60
320	Street Construction Capital Fund	$55,495.77
400	Water/Sewer Operating Fund	$144,017.66
410	Regional Water System Fund	$36,325.15
420	Stormwater Management Fund	$42,484.37
425	Stormwater Capital Reserve Fund	$18,433.43
430	Regional Water Capital Improvement	$288.85
435	Muni Water Capital Improvement	$4,653.30
470	Muni Sewer Capital Imprv Reserve	$905.76
475	Boat Launch Facility Fund	$957.09
631	Utility Deposit Fund	$269.05
632	Transportation Benefit District Fund	$38,188.55
634	State Custodial Pass-Thru Fund	$1,004.91
	Count: 20	**$526,685.91**

ORDINANCE NO. 2022-11

AN ORDINANCE AMENDING ORDINANCE NO. 2017-06 TO CHANGE THE COMPENSATION FOR CITY COUNCILMEMBERS AND MAYOR.

WHEREAS, currently, Ordinance No. 2017-06 fixes the monthly compensation of the mayor and councilmembers; and

WHEREAS, RCW 35A.12.070 Compensation of Elective Officers-Expenses, states that the salaries of the mayor and the councilmembers shall be fixed by ordinance and may be revised from time to time by ordinance, but any increase in the compensation attaching to an office shall not be applicable to the term then being served by the incumbent, if such incumbent is a member of the city legislative body fixing his or her own compensation; and

WHEREAS, per RCW 35A.12.070, city council establishes compensation to be paid to the mayor and may be effective immediately, or by a date specified by city council; and

WHEREAS, at the October 24, 2022 regular city council meeting, staff was directed by the city council to take measures to increase city councilmember's compensation to $300 per month with no stipulation of the number of meetings attended each month and to increase compensation for the mayor to $1,200 per month.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Castle Rock, Washington, that:

1. The compensation for the mayor shall be fixed at one thousand two hundred dollars ($1,200.00) per month, beginning January 1, 2023.
2. The compensation for city councilmembers currently serving terms shall remain at two hundred dollars ($200.00) per month.
3. The compensation for city councilmembers whose terms begin January 1, 2024 and those appointed to fill a vacant council position thereafter shall be fixed at three hundred dollars ($300.00) per month.

The effective date of this ordinance shall be January 1, 2023.

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

____
Mayor Paul Helenberg

Attest:

____
Clerk-Treasurer

Approved as to form:

____
City Attorney

CITY OF CASTLE ROCK
WATER UTILITY
ADJUSTMENT REQUEST FORM

Gateway to Mt. St. Helens

ORDINANCE 2010-02

*Return Form and Supporting Documents to Castle Rock City Hall, Finance Office
141 'A' St SW or mail to: PO Box 370
Castle Rock, WA 98611

CUSTOMER NAME: Jessica Hennessy CONTACT #: [redacted]

SERVICE ADDRESS: 401 clearwood Ct. SE ACCT #: [redacted]

I am requesting a leak adjustment for my water service resulting from a malfunction and the leak has been repaired. I understand that no adjustments shall be made until the public works department verifies that the leak no longer exists. Adjustments are based on a 12-month average consumption and only the sewer billing amount will be adjusted for qualified leaks and this adjustment will be credited to the account for any amount billed over my average sewer use, for the applicable billing period. Leak adjustments shall be limited to only two adjustments per service, within a 12-month period. Subsequent requests for the same address will not be granted until I replace the plumbing and provide proof of the repair to the city.

I provided notification of this leak to the city on ______________; date leak repaired: 10/9/22
The following is being provided as proof of the leak and also of the repair:

- [x] Receipts for the repair costs
- [x] Pictures of the break/leak and pictures of the repair
- [ ] Other: ______________________

Please describe in full; location of leak and steps taken to make the repair:

turn over →

(You may continue on the back of the form if needed.)

Signed: Jessica Hennessy Date: 10/18/22

NO ADJUSTMENTS GIVEN FOR:	CITY USE ONLY: FINANCE STAFF SIGNATURE: [signature]
Leaky faucets, faulty plumbing fixtures, faucets or hose bibs left on, hot water heaters, faulty irrigation systems or water features (ponds, pools, fountains, etc.), neglected or failure to repair broken pipes, or leaks not repaired within thirty days of notification.	PWD REVIEW & APPROVAL TO ALLOW ADJUSTMENT PER ORDINANCE PROVISIONS: YES [x] NO [ ] INITIAL: DV LEAK VERIFIED BY: NE DATE: 9/22/22 REPAIR VERIFIED BY: MS DATE: 10/19/22 ADJUSTMENT AMOUNT: $1425.72 COMMENTS: 2 months Aug/Sept = 753.45 Sept/Oct = 672.27

If leak charges are refleced over a multi-month period, the second month may be adjusted if concurrence is obtained from the Public Works Director.

AKESSON/LEAK ADJUSTMENT REQUEST FORM (2018)

Received
KA
OCT 19 2022
Castle Rock
Finance

SCANNED
OCT 21 2022
Initial: [signature]

The steps that we took to repair the broken pipe on October 9th 2022 were in this order... First I called 811 days prior to make sure it was okay to dig. Then I dug a trench from the water meter to about 3 ft. from the front of the house and exposed about 13 ft. of piping the trench was about 1 ft. wide, 2 ft. deep, and 13 ft. long. The leak was found about 2 ft. from the water Meter. We shut of the water and disconnected from the meter and cut the pipe from about 13 ft. away. I then went to Home depot for the parts needed for repair (as shown in reciept attached) replaced the piping about 13 ft. worth and assembled a new connection to the water meter as well as a connection to connet the new pipeing to the remaining pipe leading to the house then turned water back on to ensure there were no more leaks and when all was checked out and meter read normal, we then filled the trench back up with dirt. I checked the meter again the next day and all was normal.

EMPLOYMENT AGREEMENT

By and between

CITY OF CASTLE ROCK

CLERICAL EMPLOYEES

and

TEAMSTERS LOCAL NO. 58

JANUARY 1, 2023 – DECEMBER 31, 2026

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PREAMBLE

This agreement made and entered into by and between the CITY OF CASTLE ROCK, hereinafter referred to as the "Employer", and CHAUFFEURS, TEAMSTERS & HELPERS, LOCAL UNION 58, hereinafter referred to as the "Union", governing wages, hours and working conditions of employment for all regular full-time and regular part-time employees in the positions of Police Clerk, Public Works Secretary/Meter Reader, and Deputy Clerk I and II.

ARTICLE 1 – UNION RECOGNITION

1. The Union is recognized as the sole and exclusive bargaining agent for all regular employees in the City of Castle Rock Clerical employees listed above, excluding supervisory and confidential employees, temporary and casual employees, and part-time employees who work twenty (20) hours or less per week. A regular employee is an employee who is appointed to a budgeted position for an indefinite period of time and has a normal work schedule in excess of twenty (20) hours per week.
2. A member in good standing shall be defined as an employee who tendersthe periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union.
3. Upon receipt of a properly executed authorization card signed by the employee, the Employer agrees to deduct all regular union dues and initiation fees from the employee's pay that are uniformly required to maintain the employee in good standing in the Union. Such deductions are to be transmitted to the Union each month. The Union shall also indemnify the Employer and save the Employer harmless from any and all claims against the City arising out of administration of this Article includingthe amounts of union dues deducted and withheld from earnings.
4. Bulletin Board. The Employer agrees to supply and provide suitable space for the Union bulletin board in the work location. Postings by the Union on such board shall be confined to official business of the Union and on the Union's official letterhead or TITANS.

ARTICLE 2 – MANAGEMENT RIGHTS

1. Except as abridged by this contract, the Employer shall retain the exclusive right to exercise the customary functions of management, including but not limited to: directing activities of the respective departments; determining the methods of operation, including introduction of new equipment; the right to hire, layoff, transfer, promote; to discipline or discharge for just cause; to determine work schedules and assign work; to

establish performance objectives; to set job standards; and to evaluate performance of employees. Provided, the Castle Rock City Council shall retain the authority to negotiate all items with budgetary impact such as rates of pay, amount of vacation, sick leave and holidays, health insurance, life insurance, overtime rate, call back rate and uniform allowance.

ARTICLE 3 – HOURS OF WORK AND OVERTIME

1. All employees shall work a regular schedule of four (4) consecutive ten (10) hour days Monday through Thursday or Tuesday through Friday with three (3) days off, two (2) of which shall be consecutive, or a regular schedule of five (5) consecutive eight (8) hour days Monday through Friday, as solely determined by the Supervisor. An employee shall be given five (5) days' notice if their regular schedule is changed, except in cases of emergency.

   Rest Breaks - Employees shall receive one (1) fifteen (15) minute rest break on the Employer's time for each four (4) hour work period. Rest breaks shall be scheduled as near as possible to the mid-point of each four (4) hour work period.

   Meal Breaks - Employees shall receive a meal break of thirty (30) minutes or one hour, to be agreed upon with the supervisor, which shall be on the employee's own time and which shall commence no less than three (3) nor more than five (5) hours from the beginning of the shift. The lunch shall be paid as work if the employee must respond or is involved in an emergency project and is not able to take or complete their lunch break.

2. All compensable hours over eight (8) or ten (10) hours per day (depending on applicable schedule) or forty (40) hours per week shall be paid at the time and one-half (1½) rate of pay.

3. All overtime documented and approved by the supervisor, including call time turned in shall be compensated at the time and one-half (1½) rate ofpay or time and one-half (1½) compensatory time off at the employee's option. Compensatory time off shall be by mutual agreement between the employee and his Supervisor. An employee with more than one hundred (100) banked hours of unused compensatory time shall be paid one and one-half (1½) times his/her regular rate of pay for all overtime hours worked.

4. Employees shall be compensated for attendance at all City council and other City meetings at the time and one-half rate of pay for a minimum oftwo (2) hours per meeting providing the employee's supervisor or a Department Head approved the employee's attendance at the meeting.

ARTICLE 4 – HOLIDAYS

1. The following shall be recognized as holidays and shall be compensated for at the time and one-half (1½) rate of pay if worked:

New Year's Day	January 1st
Martin Luther King, Jr. Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Eve	December 24th
Christmas Day	December 25th
Two Floating Holidays*	At Employee's Choice

* The Floating Holidays shall not be paid at the time and one-half (1½) rate if worked.

2. Employees shall be paid at time and one-half the hourly rate of pay for hours worked on the holiday in addition to their regular pay equal to double time and one-half the hourly rate of pay.

ARTICLE 5 – VACATIONS

1. All regular employees in the bargaining unit shall be granted vacation based on the number of continuous months of service completed, calculated from their date of hire. Vacations shall accrue monthly, as follows:

Months of Service	Amount of Monthly Accrual
000 – 012	3.33 hours
013 – 024	6.67 hours
025 – 036	9.00 hours
037 – 048	11.33 hours
049 – 060	12.67 hours
061 – 072	13.33 hours

Months of Service	Amount of Monthly Accrual
073 – 096	14.00 hours
097 – 132	14.67 hours
133 – 156	15.67 hours
157 – 168	16.00 hours
169 and over	16.67 hours

2. Employees earn vacation leave accrual credits for their first month of employment if they are placed on the payroll on or before the 15th day of the month and work continuously through the rest of that month.

3. Terminating employees do not receive vacation leave accrual credits for the month in which they terminate unless they work continuously through the 14th of that month.

4. Vacation leave is not available to the employee until after having served six (6) consecutive months of employment. A re-employed or reinstated employee must also have six (6) months of continuous service before being entitled to use vacation leave.

5. Leave credits accumulated are cancelled automatically on separation after periods of service of less than six (6) continuous months.

6. Vacation leave shall accumulate to a total of two hundred eighty (280) hours, after which time, if no leave is taken, no additional leave shall be credited. That is, an employee at no time shall have more than two hundred eighty (280) hours of accumulated vacation leave, except with prior approval of the supervisor, provided that all such approved time shall be used down to the maximum hours within ninety (90) days of the signed approval date. Employees must utilize up to two (2) weeks of vacation time per year if accrued. Vacation hours accrued in excess of the two hundred eighty (280) hour limit will be paid at the employee's regular rate of pay in a separate check at year end; unless the employee has requested and obtained a written approval from their department head allowing an extension period to use accrued vacation time.

7. All accumulated vacation leave shall be allowed when an employee leaves the employment of the City of Castle Rock for any reason, provided notice has been given. Adequate notice is defined as a written notice submitted to the Department Head at least fourteen (14) days prior to termination of employment.

8. In case of death, all accumulated vacation leave shall be paid to the beneficiary of the employee.

9. All payments of terminal leave for the unused vacation leave shall be paid as follows:

    - Accumulated vacation time shall be paid at the current rate of pay.

- At the Employer's option, payment for terminal leave shall be paid at the time of termination or paid on regular pay day as if the employee was using his/her vacation, however, in no case later than thirty (30) days after his/her last day of employment, he/she must be paid all terminal leave.

10. Authorized leave of absence without pay shall not interrupt prior or continuous service. However, the employee shall not be credited with earned vacation leave days during the period of authorized leave of absence without pay.
11. Vacation schedules shall be posted no later than January 1st of each calendar year and all employees shall indicate their choice of vacation time on the schedule in accordance with their seniority by classification and assignment. The vacation schedule shall be completed by February 1st and seniority shall be given preference in the scheduling of vacations. Employees who fail to sign the vacation schedule by February 1st shall be scheduled on a first come, first served basis.

ARTICLE 6 – SENIORITY, RECALL AND PROMOTION

1. Employees shall attain seniority after completion of their six (6) month probationary period. Seniority shall be equal to the length of continuous service within the bargaining unit, beginning with the employee's last date of hire as a full-time employee. Seniority shall be broken by separation from employment for any reason; provided, however, that an employee recalled from layoff shall have his/her previous seniority credit restored if the recall occurs within one and one-half (1 ½) years of the layoff. Seniority shall prevail in the scheduling of vacations as per 5.8 above.
2. Reduction in force shall be as follows within each department separately. When a reduction in force occurs, the Employer shall determine the classifications affected and layoff shall be by classification within each department. Provisional, temporary and probationary employees shall be laid off before regular employees. In selecting employees to be laid off, the Employer shall consider qualifications, ability, seniority and the department's needs for special training, skills and experience. If a layoff is made outside of the seniority order, the adversely affected employee may grieve a layoff if the employee feels the City was unreasonable in its determination of layoff order. An employee selected for layoff may bump the least senior employee in a lower related classification if he/she previously performed the duties of the position satisfactorily as a regular employee. Laid off employees shall have no right of accrual or acceleration of benefits during the duration of the layoff. Layoff registers shall be maintained by classification. When a vacancy occurs in a classification, the most senior employee shall be recalled to fill the vacancy, provided the employee previously performed the duties of the position satisfactorily as a regular employee and is fully qualified to perform the position. Employees shall remain on the layoff register for one and one-half (1 ½) years. They shall lose their right of recall if, as a result of their failure to provide the Employer with correct information on how to communicate with them, the Employer is unable to contact them within seven (7) calendar days. Recalled employees shall re-enter the wage and benefit level at the same level the employee was at when the layoff occurred.

3. The City has the following classifications in the bargaining unit:

    Public Works Secretary/Meter Reader

    Deputy Clerk I

    Deputy Clerk II

    Police Clerk I (Civil Service Position)

    Police Clerk II (Civil Service Position)

   The City shall give current employees priority in the filling of all positions in the bargaining unit provided the applicants are qualified to perform the work. A ninety (90) day probationary period will be required to ensure that employees are able to meet the demands of the position. Promoted employees who do not pass the probationary period shall have the right to return to their previous position and pay level with no loss of seniority.

4. The job classifications (listed in 6.3 above) are reflective of the classifications in existence at this time and are not intended to preclude newly created classifications.

ARTICLE 7 – SICK LEAVE

1. It is the intent by both parties to be in compliance with the Washington Paid Sick Leave Law but in no event will the sick leave provisions be less than the following: All full time employees shall accrue sick leave benefits at the rate of ten (10) hours for each calendar month of continuous employment. It shall accumulate to a total of seven-hundred twenty (720) hours.

2. Employees will be granted ten (10) hours of sick leave for the first month of employment if placed on payroll on or before the fifteenth (15th) of the month and if actually working continuously through the rest of the month.

3. All accumulated sick leave may be restored when a previously separated employee is re-employed, subject to the approval of the appointing power. Sick leave may be extended by the appointing power after all accumulated sick leave is exhausted when an employee is injured in the line of duty or contracts a contagious or infectious disease through exposure to such disease in the line of duty.

4. Sick leave may be taken for any of the following reasons:

   A) Illness or injury which incapacitates the employee to the extent that he/she is unable to perform his/her work.

   B) Exposure to contagious disease such as would jeopardize the health of fellow workers or the public.

   C) Doctor or dental appointments.

D) Illness or injury in the immediate family (as defined in 7.9) requiring the attendance of the employee.

E) Absences occasioned by the illness or injury of a child of the employee with a health condition as defined in WAC 296-130-020 (10). A spouse, parent, parent-in-law or grandparent of the employee who has a serious health condition or emergency condition also defined in WAC 296-130- 020 (11) and (12).

F) The need to accompany a minor child or spouse to a medical appointment.

G) An employee's place of business, or their child's school or place of care has been closed by order of a public official for any health-related reason.

H) An employee who qualifies for leave under Chapter 49.76 RCW - Domestic Violence Leave Act.

5. Only working days are charged and at the rate of actual hours of leave for actual hours of absence.

6. At the employee's option, vacation leave may be used as sick leave when all accrued sick leave is exhausted. Sick leave may not be used as vacation leave. Any leave without pay must be approved by the Department Head or designee in advance and in writing and may result inloss of benefits.

7. An employee receiving industrial insurance shall not receive sick leave benefits, provided however, if such industrial disability benefits are less than the amount of sick benefits provided herein for such period, such employee shall receive sick leave benefits sufficient to make his/her total benefits equal to his/her regular salary. An employee receiving industrial insurance who has no accrued sick leave benefits may use vacation benefits to supplement his/her insurance benefits, the total not to exceed his/her regular salary.

8. Doctor's certificate of illness may be required by the Employer at the time the employee returns to work when he/she is absent because of illness or injury more than three (3) consecutive days.

9. Care of Family Members. In accordance with state law, effective January 1, 2003, and City Personnel Policy, an employee eligible for sick leave or other paid time-off, shall be allowed to use any or all of the employee's choice of sick leave or other paid time-off for an illness or accident, disability (including maternity), or qualifying illness or disability of a qualified family member. As defined in RCW 49.12.270 as amended, qualified family members are limited to spouse, children, step children, parent, parent-in-law, or grandparent.

   Employees at the discretion of the Department Head or designee shall further be required to obtain a physician's verification of illness/injury when their illness, injury, or disability or the care of a qualified family member requires them to be absent from work for more than three shifts, in accordance with state law.

10. An employee who provides a minimum of two (2) weeks written notice prior to leaving employment with the City shall receive payoff of their accumulated sick leave hours upon separation at the rate of twenty percent (20%) of the employee's accumulated sick leave providing they have been employed by the City for less than eleven (11) years. Employees who have been employed by the City for eleven (11) years or more shall receive a payoff of twenty-five percent (25%) of their accumulated sick leave hours. Pay off of accumulated sick leave hours shall be at the employee's current straight time rate of pay.

Employees discharged for cause shall not be entitled to the provisions of Article 7, Section 10.

ARTICLE 8 – EQUIPMENT

UNIFORMS

1. When an employee leaves City employment, all personal equipment provided by the City shall be returned to the City. Any issues of negligence are subject to the grievance procedure.
2. Effective January 1, 2014, the City will reimburse employees up to a maximum of two hundred fifty dollars ($250.00) per year for the purchase of work apparel, boots, rain boots, or rain gear. However, work apparel purchases must be pre-approved in writing by the Public Works Director.

CELL PHONE

3. Every bargaining unit member who is requested by the City to carry their personal cell phone while on duty is eligible for a fifty dollar ($50.00) cell phone stipend. Bargaining unit members are not required to carry a cell phone while on duty unless they have chosen to participate. The City shall determine which cell phone providers meet the needs of the City and shall notify the bargaining unit members and the Local Union, in writing, of the qualified cell phone service provider and the type of cell phone technology required to qualify for the reimbursement. A department manager approved form must accompany the timecard in the month in which the cell phone stipend is earned in order to receive the stipend through payroll.

ARTICLE 9 – DISCHARGE OR SUSPENSION

1. An employee shall not be discharged or suspended without cause and notice shall be sent in writing to the Union. In the event an employee is discharged or suspended

he/she may request an investigation and should such investigation establish a lack of cause, he/she shall be reinstated without loss of pay. In the event the Supervisor and the Union cannot agree on the discharge or suspension after a fair hearing the discharge or suspension may be processed through the grievance procedure.

ARTICLE 10 – GRIEVANCE PROCEDURE

1. A grievance shall be defined as an issue raised relating to the alleged violation of an express term or provision of this Agreement, or alleged improper disciplinary action against an employee.
2. A grievance may be initiated with Employer within thirty (30) calendar days of the Union's or grievant's knowledge of the alleged violation or disciplinary action, but in no event may a grievance be initiated after ninety (90) calendar days of the alleged violation or disciplinary action.
3. Step One: Oral Discussion. Employees may notify their supervisor of the grievance and then, if they so desire, shall discuss the grievance with the Union Representative. If the Union Representative considers the grievance to be valid, then the employee and/or the Union Representative will contact the immediate supervisor to effect a settlement of the complaint.
4. Step Two: Written Submission. If the grievance is not resolved to the Union's satisfaction at Step One, the Union shall, within ten (10) calendar days, submit the grievance in writing to the Department Head. Within ten (10) calendar days after the Department Head is in receipt of the grievance, the Department Head and Union shall meet to discuss the grievance and, within seven (7) calendar days after the meeting, the Supervisor shall give the Union and the grievant a written answer to the grievance.
5. Step Three: Appeal. If the grievance is not resolved to the Union's satisfaction at Step Two, the Union shall, within ten (10) calendar days, submit the grievance in writing to the Mayor or his/her designee. Withinten (10) calendar days after the Mayor's or designee's receipt of the grievance, the parties shall hold a grievance meeting to discuss the grievance. The Mayor or designee shall give the Union a written answer to the grievance within ten (10) calendar days after the grievance meeting.
6. Step Four: Arbitration. The Union may appeal an adverse decision of the Mayor or designee to a neutral arbitrator. The Union shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the Mayor's decision. The Union shall, within ten (10) calendar days of the Union's request to arbitrate, request a

list of nine (9) independent arbitrators from the Federal Mediation and Conciliation Service residing in the Pacific Northwest Region. The right to first strike from the list shall be determined by a flip of a coin.

Election of Remedies: Employees covered under the Castle Rock Police Civil Service Commission may elect to pursue a grievance either on to arbitration or to the Civil Service Commission but not both. Prior to appealing any grievance into Step Four, such employee must in writing declare which of the two options of appeal is preferred. This election of remedies is final and binding on the employee and the Union.

7. In accordance with any arbitration proceeding held pursuant to this Agreement, it shall be understood by the parties involved that:

   (A) In any arbitration proceeding held pursuant to this Agreement, the Arbitrator shall have no authority to render any decision that will add to, subtract from or alter, change or modify the terms of this Agreement. The power of the Arbitrator shall be limited to interpretation or application of the express terms of this Agreement, and all other matters, including negotiations, shall be excluded from arbitration.

   (B) The decision of the Arbitrator shall be made, in writing, after the conclusion of testimony and shall be final and binding on both parties.

   (C) The cost of the Arbitrator shall be borne equally by the Employer and the Union, and each party shall bear the cost of presenting its own case. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, that if the other party requests a copy, such cost shall be shared equally.

8. Time limits provided for herein may be waived by written agreement of the parties. If the Employer fails to answer a grievance within the time limit, the Union may immediately advance the grievance to the next step.

ARTICLE 11 – HEALTH AND WELFARE

1. Effective January 1, 2023, the Employer agrees to remit into the Oregon Teamsters Employers Trust (OTET) the entire sum required by the Trust for the benefits as described in the present FW-L, D-6 and V-4 for medical, dental and vision during the term of this Agreement. Effective January 1, 2024, the Employer will pay all increases to premium to a maximum of six percent (6%) from the previous year. Should the increases exceed six percent (6%) either party may re-open the agreement for the

purposes of negotiation of wages and health and welfare only. Either party shall serve notice of such intention upon the other party within sixty (60) days of January 1, 2024.

The Employer may explore and investigate an alternative health and welfare plan that contains benefits at a reduced cost to the city, that are equal to, or greater than, the current plan. The City and the Union will meet to negotiate any changes in health and welfare.

2. The City will provide AWC life insurance with AD&D during the term of this Agreement to each member of this bargaining unit in the amount of fifty thousand dollars ($50,000.00) in lieu of the ten thousand dollar ($10,000.00) Teamster Life Insurance Policy. It is understood that the City shall pay the full cost of the AWC life insurance policy and that the policy must be equal to or greater than the previous Teamster Life Insurance Policy. The City shall be responsible to ensure that the employees are provided with uninterrupted life insurance coverage throughout the term of this Agreement.
3. The City shall provide all employees in this Bargaining Unit with short term disability insurance provided by Unum Short Term Disability Income Protection Plan for the term of this agreement. The disability insurance shall provide three hundred dollars ($300.00) per week during the first thirteen weeks of total disability or illness and three hundred twenty-five dollars ($325.00) during the second thirteen weeks of total disability or illness. The maximum period of disability benefits through the short term disability plan shall be twenty-six weeks.

ARTICLE 12 – BEREAVEMENT LEAVE

1. When a death occurs in a regular employee's immediate family, the employee may take up to three (3) working days of paid bereavement leave, one of which shall be the day of the funeral of the deceased. Scheduling of bereavement leave will be by mutual agreement between the employee and the Department Head. An employee is not paid for any consecutive days off if the employee would not otherwise have been entitled to compensation for that day. Bereavement leave pay shall be that amount the regular employee would have earned had the employee worked his/her regular work schedule during the leave. An employee may be granted a bereavement leave prior to completion of the trial period.
2. "Immediate Family" as used in this policy is defined as an employee's spouse, parents, step-parents, children, step-children, grandchildren, great-grandchildren, brothers, sisters, step-brothers, step-sisters or grand-parents, or the spousal equivalent.
3. One (1) day shall be granted to an employee for this purpose for aunt, uncle, cousin, niece or nephew.

ARTICLE 13 – SALARIES

1. Effective January 1, 2023, monthly salaries shall be increased by three point two-five percent (3.25%). The rates set below reflect the three point two-five percent (3.25%) increase.

POSITION	Step A	Step B	Step C	Step D
Deputy Clerk II	$4,145.63	$4,451.06	$4,757.61	$5,068.03
Deputy Clerk I PW Secretary/Meter Reader	$4,059.18	$4,145.63	$4,302.84	$4,486.99
Police Clerk II	$4,145.63	$4,451.06	$4,757.61	$5,068.03
Police Clerk I	$3,789.69	$4,251.18	$4,457.79	$4,713.81

2. Effective January 1, 2024, monthly salaries shall be increased by the June 2022 to June 2023 All Cities CPI-W Index with a minimum of two point five percent (2.5%) and not to exceed three point five percent (3.5%).

3. Effective January 1, 2025, monthly salaries shall be increased by the June 2023 to June 2024 All Cities CPI-W Index with a minimum of two point five percent (2.5%) and not to exceed three point five percent (3.5%).

4. Effective January 1, 2026, monthly salaries shall be increased by the June 2024 to June 2025 All Cities CPI-W Index with a minimum of three (3%) and not to exceed three point five (3.5%).

ARTICLE 14 – LONGEVITY

1. All employees who qualify shall receive longevity premiums in addition to their salaries based on the following schedule:

Commencing the 3rd year – 5 years longevity	+ 3% of base pay
Commencing the 6th year – 8 years longevity	+ 5% of base pay
Commencing the 9th year – 12 years longevity	+ 7% of base pay
Commencing the 13th year – 19 years longevity	+ 8% of base pay
Commencing the 18th year – 20 years longevity	+ 9% of base pay
Commencing the 20th year or more longevity	+ 10% of base pay

ARTICLE 15 – WORK IN HIGHER CLASSIFICATIONS

1. Employees temporarily assigned by the City to positions with a higher pay range for a period of three consecutive (3) days or more, shall be paid an additional ten percent (10%) over their base pay level for the full period worked in the temporary assignment.

ARTICLE 16 – WORK STOPPAGE

1. The Employer and the Union signatory to this Agreement, agree that the public interest requires the efficient and uninterrupted performance of all city service, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the Employer.

   Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, boycott, slowdown, mass sick call or any form of work stoppage, refusal to perform duties or other interruptions of work. In addition, employees who engage in or encourage such actions shall be subject to discipline or discharge, as may be determined by the Employer.

ARTICLE 17 – RETIREMENT

1. The City shall continue to pay the required Department of Retirement Systems contribution levels to the Washington State Public Employee Retirement System.

2. Effective January 1, 2023, the City shall contribute a match up to fifteen cents ($0.15) per hour, for all hours for which covered employees are paid up to 2080 hours per year, to the Western Conference of Teamsters Pension Trust on account of each employee identified in Article 14 – Salaries. All contributions to be allocated to the Basic Plan.

   At the time of ratification of this Agreement, affected bargaining unit employees may, by majority vote, elect whether to defer additional denomination from negotiated wage increases into this pension program to be paid on all compensable hours up to a maximum of 2080 hours annually. Deferrals, if any shall be effective January 1, of each contract year. All contributions to be allocated to the Basic Plan.

   Effective January 1, 2023, each employee identified in Article 14-Salaries, shall contribute fifteen cents ($0.15) per hour, as a payroll deduction, for all hours for which covered employees are paid up to 2080 hours per year, to the Western Conference of Teamsters Pension Trust. All contributions to be allocated to the Basic Plan.

   Effective January 1, 2024, each employee identified in Article 14-Salaries, shall contribute fifteen cents ($0.15) per hour, as a payroll deduction, for all hours for which covered employees are paid up to 2080 hours per year, to the Western Conference of Teamsters Pension Trust. All contributions to be allocated to the Basic Plan.

   Effective January 1, 2025, each employee identified in Article 14-Salaries, shall contribute fifteen cents ($0.15) per hour, as a payroll deduction, for all hours for which covered employees are paid up to 2080 hours per year, to the Western Conference of Teamsters Pension Trust. All contributions to be allocated to the Basic Plan.

Effective January 1, 2026, each employee identified in Article 14-Salaries, shall contribute fifteen cents ($0.15) per hour, as a payroll deduction, for all hours for which covered employees are paid up to 2080 hours per year, to the Western Conference of Teamsters Pension Trust. All contributions to be allocated to the Basic Plan.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustee's of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of each employee performing the work of the bargaining unit. Failure to make all payments herein provided for within the time specific, shall be breach of this Agreement.

ARTICLE 18 – EDUCATIONAL & CERTIFICATIONS

1. Education Incentive Program: The Employer shall compensate the employee an additional thirty-five ($35.00) per month, paid monthly, for an employee who has an Associate Degree from a State accredited institution.
2. If the employee has or obtains a Bachelor's Degree, he/she shall be compensated a total of sixty dollars ($60.00) per month:

   Business Administration
   Accounting
3. Certification: Effective January 1, 2019, employees shall receive 1% above their base salary for each certification listed below or other certificates as approved by the mayor or his/her designee with a maximum of three (3) certificates:

   Access Level 1
   Access Level 2
   Terminal Agency Coordinator (TAC)
4. Effective January 1, 2019, employees shall receive the following listed amounts above their base salary for each certification listed below or other certificates as approved by the mayor or his/her designee, with a maximum of three (3) certificates:

Certificate	**Amount**
Municipal Clerk	$ 50.00 per month
Public Notary	$ 0.15 per hour
Building	$ 0.25 per hour
Planning	$ 0.25 per hour
Public Disclosure	$ 0.50 per hour

ARTICLE 19 – DURATION OF AGREEMENT

1. This Agreement shall be in full force and effect from January 1, 2023, to and including December 31, 2026 and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement. The City and the Union agree to a re-opening of the Agreement on December 31, 2024 and December 31, 2025 for the purposes of negotiation of wages and health and welfare only. Such negotiated changes shall become effective January 1 of each following year and continue through expiration of the agreement. Either party shall serve notice of such intention upon the other party at least sixty (60) days prior to December 31, 2024 and December 31, 2025.

Dated this _______ day of __________________ 2022.

FOR: CITY OF CASTLE ROCK

BY: ______________________________
Paul Helenberg, Mayor

BY: ______________________________
Carie Cuttonaro, Clerk-Treasurer

FOR: TEAMSTERS LOCAL NO. 58

BY: _________________________________
Business Representative

ORDINANCE NO. 2022-12

AN ORDINANCE AMENDING THE BUDGETARY APPROPRIATIONS FOR FISCAL YEAR ENDING DECEMBER 31, 2022 FOR THE CITY OF CASTLE ROCK, WASHINGTON TO INCLUDE THE FOLLOWING FUNDS: GENERAL (POLICE, PLANNING), STREETS, VISITOR CENTER, LOCAL CRIMINAL JUSTICE, REGIONAL SEWER, STORMWATER, STORMWATER CAPITAL, TRANSPORTATION BENEFIT DISTRICT

WHEREAS, unanticipated revenues and expenditures require amended appropriation amounts within several funds; and

WHEREAS, an excess in general engineering, planning and attorney expenses specific to the Castle Rock Landing on the Cowlitz and Riverfront Towers developments are offset by 100% reimbursement; and

WHEREAS, the City Council approved the purchase up to four drones for the Police Department drone program; and

WHEREAS, the City Council approved the expenditure of $40,000 from lodging tax dollars to assist the YAF (Youth Athletic Facility) grant for improvements at North County Recreation Association to promote tourism; and

WHEREAS, the City Council approved Ordinance No. 2022-06 to close the Regional Sewer Fund and the balance transfer to the Sewer Operating Fund exceeded the anticipated ending fund balance; and

WHEREAS, contracted costs for catch basin cleaning exceeded anticipated budget; and

WHEREAS, by reason of the inability of the officials of the City of Castle Rock to reasonably foresee at the time of filing the preliminary budget the necessity for expenditures of Public Funds for the purposes described above, it is hereby deemed that an emergency requires the expenditures of funds during the 2022 year in excess of appropriated amounts; and

WHEREAS, sufficient funds do exist in the above noted funds to offset said deficits.

NOW, THEREFORE IT BE RESOLVED that the City Council of the City of Castle Rock do ordain as follows:

<u>Section 1.</u> That fund amendments be appropriated as designated by the below amounts:

BAR #	Description	Original Appropriation	Change	Amended Appropriation
010 000 000 313 11 00 00	Local Retail Sales & Use Tax	525,000	150,000	675,000
010 000 000 508 91 00 00	Ending Cash - Unassigned	627,946	67,100	695,046
010 000 040 521 20 32 00	Gas and Oil	20,000	10,000	30,000
010 000 040 594 21 64 02	Machinery & Equipment - Police Vehicle	-	12,900	12,900
010 000 070 558 60 41 02	City Planner Services	30,000	40,000	70,000
010 000 070 558 60 41 03	City Engineer Services	30,000	20,000	50,000
100 000 000 336 00 87 00	MV Fuel Tax - Streets/Unrestricted	42,000	3,900	45,900
100 000 000 395 10 00 00	Proceeds/Sale of Fixed Assets	-	3,900	3,900
100 000 000 395 20 00 00	Comp/Loss/Fixed Assets	-	4,400	4,400
100 000 100 543 30 37 00	Equip Repair & Maintenance	5,500	5,000	10,500
100 000 100 543 30 41 00	Professional Service	1,500	2,700	4,200
100 000 100 543 50 49 00	Vehicle Repair & Maintenance	2,000	4,500	6,500
120 000 000 308 51 00 00	Beginning Cash - Assigned	44,504	1,700	46,204
120 000 000 313 31 00 00	Hotel/Motel Transient Tax	6,000	2,000	8,000
120 000 000 508 51 00 00	Ending Cash - Assigned	27,980	(25,000)	2,980

BAR #	Description	Original Appropriation	Change	Amended Appropriation
120 000 000 557 30 24 01	L&I WA DOC Workers	200	(100)	100
120 000 000 557 30 35 00	Small Tools & Minor Equipment	200	(100)	100
120 000 000 575 30 42 00	Communication	3,300	(600)	2,700
120 000 000 575 30 43 00	Travel	100	(100)	-
120 000 000 575 30 43 01	Travel WA DOC Mileage	200	(100)	100
120 000 000 575 30 47 00	Public Utility Service - Electric	1,500	(200)	1,300
120 000 000 575 30 47 01	Public Utility Service - Water/Sewer	3,300	(200)	3,100
120 000 000 575 30 48 00	Repairs & Maintenance	200	(200)	-
120 000 000 575 30 49 00	Miscellaneous	606	(500)	106
120 000 000 586 00 00 01	External Taxes - WA Dept of Revenue	100	(100)	-
120 000 000 594 75 62 01	Building & Structures - Visitor Center	6,500	(6,000)	500
120 000 000 594 79 63 00	Improvements Other than Buildings	1,000	(1,000)	-
120 000 000 597 79 64 00	Machinery & Equipment	1,000	(1,000)	-
120 000 000 597 01 00 00	Transfer Out to General Fund	3,418	(1,100)	2,318
120 000 000 597 17 00 00	Transfer Out to DOT Spoil Site Fund	-	40,000	40,000
145 000 000 313 71 00 00	Local Criminal Justice Tax	36,000	20,000	56,000
145 000 000 508 31 00 00	Ending Cash - Restricted	128,504	(50,000)	78,504
145 000 000 594 21 64 01	Machinery & Equipment	2,000	70,000	72,000
415 000 000 308 51 00 00	Beginning Cash - Assigned	519,185	47,100	566,285
415 000 000 597 40 00 20	Transfer Out to Sewer Fund 400-020	519,185	47,100	566,285
420 000 000 397 00 42 50	Transfer In from Stormwater Cap Fund	-	8,000	8,000
420 000 000 531 30 47 00	Contracted Repairs/Maintenance	-	8,000	8,000
425 000 000 508 51 00 00	Ending Cash - Assigned	10,195	(8,000)	2,195
425 000 000 597 42 00 00	Transfer Out to Stormwater Fund 420	-	8,000	8,000
632 000 000 313 21 00 00	TBD Sales and Use Tax	120,000	26,000	146,000
632 000 000 543 30 42 00	Transportation Projects – Street Const	90,000	26,000	116,000

Section 2. An emergency is hereby declared under the provisions of RCW 35A.33.090 and it is hereby ordered that the aforesaid sums be an amended addition to the appropriation amounts for the 2022 fund budgets.

Section 3. This ordinance, having been introduced at a regular meeting of the Castle Rock City Council held on November 14, 2022 and November 28, 2022, shall be effective immediately upon adoption.

ADOPTED by the City Council and singed by the Mayor on this 28th day of November, 2022.

____
Mayor

Attest:

____
Clerk-Treasurer

Approved as to form:

____
City Attorney

ORDINANCE NO. 2022-13

AN ORDINANCE AMENDING, CITY OF CASTLE ROCK, MUNICIPAL CODE CHAPTER 13.16 RETAIL WATER SALES

WHEREAS, the Castle Rock Public Works Director recommends that sections of this code be amended to reflect water production costs for retail water sales; and

NOW, THEREFORE, be it hereby ordained by the City Council of the City of Castle Rock as follows:

Section 1. Section 13.16.020 is amended as follows:

Section 13.16.020 Retail water sales/fees. There shall be imposed a fee of $0.05 per gallon of water, in addition to a meter charge of $41.12 per customer for each calendar month or partial month of meter use. A retail water sales application must be completed by the customer and hydrant arrangements made with the public works director, prior to any sales becoming final.

Section 2. The effective date of this ordinance shall be January 1, 2023.

ADOPTED by the City Council and signed by the Mayor on this 28th day of November, 2022.

____
Mayor Paul Helenberg

Attest: Approved as to form:

____
Clerk-Treasurer

____
City Attorney

RESOLUTION NO. 2022-09

A RESOLUTION RELATING TO SETTING RATES AND MINIMUM CHARGE FOR WATER AND SEWER SERVICES TO CITY OF CASTLE ROCK CUSTOMERS, AND AMENDING RESOLUTION NO. 2021-09

WHEREAS, pursuant to Chapter 13.08, of the Castle Rock Municipal Code, the City Council of the City of Castle Rock hereby enacts this resolution.

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

Section 1. *Water for all uses within the corporate limits.* The rates for metered water supplied in any one month shall be in accordance with the following schedule but not less than a pro-rated monthly base meter charge:

MONTHLY WATER RATES

In addition to the below monthly base meter charge, water use shall be charged at the rate of \$0.0547 per cubic foot of metered use;

MONTHLY WATER BASE METER CHARGE

Less than 1” meter	\$41.79
1” meter	\$41.79
1 ½” meter	\$41.79
2” meter	\$41.79
4” meter	\$41.79

Non-metered water customers shall pay a flat rate of \$70.26, per month for water service.

Section 2. *Water for all uses outside the corporate city limits.* The rates for metered water supplied in any one month, or fractional part thereof, shall be the applicable rate to inside city customers, plus one-half thereof or a sum equal to one and one-half times the applicable rate within the corporate limits.

Section 3. *Water minimums for multiple living and commercial units.* The following customers shall be charged an additional monthly charge per unit or space available for occupancy:

a. Mobile home parks, apartments, duplexes and other multiple-family dwellings which have more than one living unit or mobile home space on one meter shall be charged \$5.37 per unit or space available for occupancy. Does not include hotel/motel or units that are not considered residential by building code standards.

Section 4. *Partial-month water service.* Monthly base rates shall be pro-rated to a daily rate. Daily rate will be charged for every day service is received.

a. New and vacating customers, occupying premises for a partial month’s billing cycle and receives metered services, will be billed \$1.39 per day during the partial month of service plus any metered water usage.

b. New and vacating customers occupying services for only a partial month's billing cycle and receives non-metered services, will be billed on a pro-rated basis. Pro-rated rate will be $2.34 per day for each day of a partial month's service for water service received.

Section 5. *Unoccupied premises.* Unless occupant or landlord has applied to the city for disconnection of services, there shall be monthly minimum service charges as set forth in this resolution.

Section 6. *Exemption.* The city water treatment plant shall be exempt from water service charges.

Section 7. *Sewer service charges within the corporate city limits.* The rates for sewer service in any one month shall be in accordance with the following schedule, but not less than a pro-rated monthly base meter charge:

MONTHLY SEWER RATES

In addition to the below monthly base meter charge, sewer service use shall be charged at the rate of $0.0946 per cubic foot of metered water use;

MONTHLY SEWER BASE METER CHARGE

Less than 1" meter	$36.06
1" meter	$36.06
1 ½" meter	$36.06
2" meter	$36.06
4" meter	$36.06

Non-metered customers shall pay a flat rate of $84.00, per month for sewer service.

Section 8. *Sewer minimums for multiple living and commercial units.* The following customers shall be charged an additional monthly charge per unit or space available for occupancy as follows:

a. Mobile home parks, apartments, duplexes and other multiple-family dwellings which have more than one living unit or mobile home space on one meter shall be charged $5.55 per unit or space available for occupancy. Does not include hotel/motel or units that are not considered residential by building code standards.

Section 9. *Partial-month sewer service.* Monthly base rates shall be pro-rated to a daily rate. Daily rate will be charged for every day service is received.

a. New and vacating customers, occupying premises for a partial month's billing cycle and receives metered services, will be billed $1.20 per day during the partial month of service plus any recorded metered water use in accordance with regular sewer billing rates.

b. New and vacating customers occupying services for only a partial month's billing cycle and receives non-metered services, will be billed on a pro-rated basis. Pro-rated rate will be $2.80 per day for each day of a partial month's service for sewer service.

Section 10. *Unoccupied premises.* Unless occupant or landlord has applied to the city for disconnection of services, there shall be monthly minimum service charges as set forth in this resolution.

Section 11. *Exemption.* The city wastewater treatment plant shall be exempt from sewer service charges.

Section 12. *Services outside the corporate city limits.* The rates for sewer service supplied in any one month, or fractional part thereof, shall be the applicable rate to inside city customers, plus one-half thereof or a sum equal to one and one-half times the applicable rate within the corporate limits.

Section 13. *Customer Extended Leave Billing Adjustment.* Utility customers who still retain their active service, but plan to be gone for an extended period of time may qualify for Extended Leave billing under the following conditions:

1. Customer must provide written notification of their leave to the utility department prior to departure. Written request will include utility address, customer name, emergency contact information, departure and estimated return date. Upon return, customers must promptly notify the utility billing office of their actual return date.
2. Water and sewer services will be billed on a pro-rated basis.
3. Stormwater rates do not qualify for Extended Leave adjustments and will be billed monthly.

BE IT FURTHER RESOLVED that the rates and policies set forth shall be in effect as of the January 2023 utility billing cycle.

PASSED by the City Council and signed by the Mayor on this 28th day of November, 2022.

____
Mayor

Attest: Approved as to form:

______________________________ ____
City Clerk City Attorney

ORDINANCE NO. 2022-14

AN ORDINANCE AMENDING, IN PART, CITY OF CASTLE ROCK, WASHINGTON, MUNICIPAL ORDINANCE NO. 2021-14, STORMWATER MANAGEMENT SERVICES BY AMENDING CHARGES FOR ALL CLASSIFICATIONS

WHEREAS, the Castle Rock City Council recognizes the need to increase rates to meet financial obligations for protection of the City's stormwater facilities and to create a revenue source for the capital reserve fund for this utility.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Castle Rock do ordain the amendment to be as follows:

Section 13.18.020 System of Charges. The following monthly service charges are hereby established for all parcels of real property within the boundaries of the City of Castle Rock, as they now exist or as they may be hereafter amended, for the purpose of carrying on the responsibilities of the stormwater management utility.

A. Undeveloped Parcels. Undeveloped parcels shall not be charged.

B. Single-Family Parcels. The monthly service charge for each single-family parcel shall be $7.99, which shall hereafter be referred to as the 'base rate'.

C. Duplex Parcels. The monthly service charge for each duplex parcel shall be the amount of the specified 'base rate'.

D. Multi-Family Parcels. Multi-family parcels with multiple dwelling units (3 or more) shall be charged the base rate times the number of dwelling units within a structure. Multiple dwelling units shall also include mobile home parks. The base rate shall be charged for each mobile home on the developed parcel.

E. Other Developed Parcels, Including Commercial-Designated Parcels. The monthly service charge for all other developed parcels (including commercial) shall be determined by taking the total measured square footage of impervious surface area, multiplied by the following rate schedule to determine what category any particular parcel falls into:

Category	Description	Square Footage of Impervious Surface	Monthly Service Charge per IA*
1	Very Light	0 - 4,000	7.37
2	Moderately Light	4,001 - 11,000	19.57
3	Light	11,001 - 17,000	34.28
4	Moderate	17,001 - 24,000	49.03
5	Moderately Heavy	24,001 - 30,000	63.72
6	Heavy	30,001 - 37,000	80.97
7	Very Heavy	37,001 - 43,560	102.99
8	Parcels over 1 acre in size will be charged by the number of acres multiplied by $102.99 (i.e. 1.3 acres x $102.99 = $133.89 monthly charge)		

*IA means "Impervious Surface"

F. Minimum Charge & Partial Month. Notwithstanding the number of impervious units applicable to any individual property, the minimum service charge for all developed properties shall be equal to the base rate. Monthly base rates shall be pro-rated to a daily rate. New and vacating customers, occupying premises for a partial month's billing cycle, shall be billed 1/30th per day during the partial month of service.

EFFECTIVE DATE: this ordinance shall be effective for the January, 2023 billing cycle.

ADOPTED by the City Council and signed by the Mayor on this 28th day of November, 2022.

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Mayor Paul Helenberg

Attest:

Approved as to form:

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Clerk-Treasurer

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City Attorney

ORDINANCE NO. TBD-2022-01

AN ORDINANCE ADOPTING THE BUDGET OF THE CASTLE ROCK CITY TRANSPORTATION BENEFIT DISTRICT, CASTLE ROCK, WASHINGTON FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023

WHEREAS, the Interlocal Agreement between the Castle Rock City Transportation Benefit District and the City of Castle Rock dated November 26, 2012 authorizes city staff to serve as fiscal agents for the district and Castle Rock City Council Members serve as board officers in an ex officio capacity. On behalf of the Castle Rock City Transportation Benefit District, the mayor of the City of Castle Rock, Washington completed and placed on file with the city clerk a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of the government of the Castle Rock City Transportation Benefit District for the fiscal year ending December 31, 2023, and a notice was published that the City Council of the City of Castle Rock would meet on the 14th day of November, and on the 28th day of November, 2022, at the hour of 7:30 PM in the council chambers in the Senior Center portion of Castle Rock City Hall and virtually for the purpose of making and adopting a budget for said fiscal year and giving taxpayers within the limits of said city, an opportunity to be heard upon said budget; and

WHEREAS, the said council did meet at said time and place and did then consider the matter of said proposed budget; and

WHEREAS, the said proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the Castle Rock City Transportation Benefit District for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of said city for said year and being sufficient to meet the various needs of said district during said period.

NOW, THEREFORE, the Castle Rock City Transportation Benefit District Board do ordain as follows:

Section 1. The budget of the Castle Rock City Transportation Benefit District, Castle Rock, Washington, for the year 2023 is hereby adopted in its final form and content as set forth in the document entitled Castle Rock City Transportation Benefit District Budget, copies of which are on file in the office of the city clerk.

Section 2. Estimated resources, for each separate fund of the Castle Rock City Transportation Benefit District, and aggregate expenditures for all such funds for the year 2023 are set forth in a summary form below, and are hereby appropriated for expenditure at the fund level during the year 2023 as set forth in the Castle Rock City Transportation Benefit District Budget.

FUND	**ESTIMATED REVENUES**	**ESTIMATED EXPENDITURES**	**UNALLOCATED ENDING FUND BALANCE**	**TOTAL**
General/TBD	338,006	207,700	130,306	338,006
TBD Capital Project	3,456	-	3,456	3,456
TOTAL ALL FUNDS	**341,462**			**341,462**

Section 3. The city clerk is directed to transmit a certified copy of the budget hereby adopted to the State Auditor's office and to the Association of Washington Cities.

Section 4. This ordinance shall be in force and take effect in five (5) days after its publication according to law.

PASSED by the City Council and signed by the Mayor on this 28th day of November, 2022.

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Mayor Paul Helenberg

Attest:

Approved as to form:

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City Clerk

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City Attorney

ORDINANCE NO. 2022-15

AN ORDINANCE ADOPTING THE BUDGET OF THE CITY OF CASTLE ROCK, WASHINGTON FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023

WHEREAS, the mayor of the City of Castle Rock, Washington completed and placed on file with the city clerk a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of the government of the City of Castle Rock for the fiscal year ending December 31, 2023, and a notice was published that the City Council of the City of Castle Rock would meet on the 14th day of November, and on the 28th day of November, 2022 at the hour of 7:30 PM in the council chambers in the Senior Center portion of Castle Rock City Hall and virtually for the purpose of making and adopting a budget for said fiscal year and giving taxpayers within the limits of said city, an opportunity to be heard upon said budget; and

WHEREAS, the said council did meet at said time and place and did then consider the matter of said proposed budget; and

WHEREAS, the said proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Castle Rock for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of said city for said year and being sufficient to meet the various needs of said city during said period.

NOW, THEREFORE, the City Council of the City of Castle Rock do ordain as follows:

Section 1. The budget of the City of Castle Rock, Washington for the year 2023 is hereby adopted in its final form and content as set forth in the document entitled City of Castle Rock Budget, copies of which are on file in the office of the city clerk.

Section 2. Estimated resources, for each separate fund of the City of Castle Rock, and aggregate expenditures for all such funds for the year 2023 are set forth in a summary form below, and are hereby appropriated for expenditure at the fund level during the year 2023 as set forth in the City of Castle Rock Budget.

FUND	ESTIMATED REVENUES	ESTIMATED EXPENDITURES	UNALLOCATED ENDING FUND BALANCE	TOTAL
General	3,438,155			
Executive		87,946		
Municipal Court		84,242		
Finance		218,426		
Police		1,260,909		
Park		13,860		
Planning		128,848		
Non-Departmental		483,108	1,160,816	3,438,155
Petty Cash/Change	760	-	760	760
Street	196,358	190,629	5,729	196,358
Building Code Account	107,155	51,129	56,026	107,155
Visitor Center	19,793	19,529	264	19,793

FUND	ESTIMATED REVENUES	ESTIMATED EXPENDITURES	UNALLOCATED ENDING FUND BALANCE	TOTAL
Library	40,099	35,566	4,533	40,099
Criminal Justice	34,507	1,667	32,840	34,507
Local Criminal Justice	185,408	39,728	145,680	185,408
Accumulative Reserve	20,325	-	20,325	20,325
CDBG Home Rehab	202,387	1,000	201,387	202,387
DOT Spoil Site	370,064	358,215	11,849	370,064
Public Works Vehicle Replacement	89,734	89,000	734	89,734
Police Vehicle Replacement	70,045	70,000	45	70,045
Drug Enforcement	3,376	-	3,376	3,376
Low Income Housing	62,173	-	62,173	62,173
Swimming Pool Construction	161,494	-	161,494	161,494
REET Capital	173,110	144,800	28,310	173,110
Street Construction Capital	407,492	407,000	492	407,492
Water/Sewer Operating	2,799,799			
Water		1,005,785	396,463	
Sewer		1,001,088	396,463	2,799,799
Regional Water System	1,157,833	611,036	546,797	1,157,833
Stormwater Management	144,243	144,057	186	144,243
Stormwater Capital Reserve	26,105	25,000	1,105	26,105
Regional Water Capital	60,755	16,225	44,530	60,755
Municipal Water Capital	4,430,651	4,422,700	7,951	4,430,651
Water Bond Reserve	205,272	-	205,272	205,272
Sewer Bond Reserve	317,658	-	317,658	317,658
Sewer Loan Reserve	19,938	-	19,938	19,938
Short Lived Asset Reserve	47,036	-	47,036	47,036
Municipal Sewer Capital	270,753	201,100	69,653	270,753
Boat Launch Facility	1,059,448	1,030,479	28,969	1,059,448
Utility Deposit	84,247	10,000	74,247	84,247
State Custodial Pass-Thru	26,828	24,510	2,318	26,828
TOTAL ALL FUNDS	**16,233,001**			**16,233,001**

Section 3. The city clerk is directed to transmit a certified copy of the budget hereby adopted to the State Auditor's office and to the Association of Washington Cities.

Section 4. This ordinance shall be in force and take effect in five (5) days after its publication according to law.

PASSED by the City Council and signed by the Mayor on this 28th day of November, 2022.

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Mayor Paul Helenberg

Attest: Approved as to form:

___________________________________ ____
City Clerk City Attorney