



CASTLE ROCK CITY COUNCIL AGENDA

Regular Meeting: Monday, February 27, 2023
7:30 PM

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

AGENDA

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1. CALL TO ORDER

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

2. PROCLAMATIONS & PRESENTATIONS

- a. Red Cross Month Proclamation (page 3)

3. CITIZEN COMMENTS - maximum 3 minutes

4. DEPARTMENT REPORTS

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

5. COUNCIL AND AD HOC COMMITTEE REPORTS

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

6. PUBLIC HEARINGS

7. CONSENT AGENDA

- a. Approve the minutes of the February 13, 2023 Regular Council Meeting. (page 4-7)

8. OLD BUSINESS

- a. Review and approval of Police Collective Bargaining Unit Memorandum of Understanding regarding a change to the shift schedule. Trial period for this shift change expired 12/31/2022. This item was tabled 1/23/2023. (page 8)
- b. Ordinance No. 2023-03, an ordinance amending a section of Castle Rock Municipal Code Chapter 9.21 Parades, Athletic Events and Other Special Events, adding additional option for General Liability Insurance requirement. This item was tabled 2/13/2023. (page 9-12)

9. NEW BUSINESS

- a. New Job Description and corresponding Memorandum of Understanding for adding Police Corporal. (page 13-15)
- b. Request to approve out-of-state travel, as required by CRMC 2.96.010, for Renee Schuller to attend the Spillman Conference in Orlando, FL, April 10-13, 2023.
- c. Authorization No. 2019-003; Amendment No. 1 in the amount of \$64,500; this amendment modifies the original agreement for engineering services executed December 10, 2019 from \$55,000 to \$119,500 for the Replacement of Water & Sewer Pipelines across SR411 Bridge project. (page 16-18)
- d. Authorization No. 2021-003; Amendment No. 1 in the amount of \$235,000; this amendment modifies the original agreement for engineering services executed September 13, 2021 from \$251,000 to \$486,000 for the Exit 48 Water Main Extension project. (page 19-24)
- e. Castle Rock Lions Club has advised the City of their intent to sell fireworks in 2023, per CRMC 5.32 (c). Completed permit application and insurance submitted. \$10.00 application fee is due. (page 25-31)
- f. Gibbs & Olson, Inc. Authorization No. 2023-003 for Carpenter Road Water Pump Station and Powell Road Waterline Extension in the amount of \$197,750. (page 32-38)

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT REGULAR COUNCIL MEETINGS:

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

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.

Proclamation

FOR **RED CROSS MONTH**

March 2023

WHEREAS, in times of crisis, people in the City of Castle Rock come together for one another. This humanitarian spirit is part of the foundation of our community and is exemplified by American Red Cross Cascades Region volunteers and donors; and

WHEREAS, in 1881, Clara Barton founded the American Red Cross, turning her steadfast dedication for helping others into a bold mission of preventing and alleviating people's suffering. Today, more than 140 years later, we honor the kindness and generosity of Red Cross volunteers here in the City of Castle Rock, who continue to carry out Clara's lifesaving legacy. They join the millions of people across the United States who volunteer, give blood, donate financially or learn vital life-preserving skills through the Red Cross; and

WHEREAS, in the Cascades Region, serving SW Washington and Oregon, the contributions of more than 2,500 local Red Cross volunteers give hope to the most vulnerable in their darkest hours. The Red Cross does so by providing more than 600 emergency overnight shelter stays, along with food and comfort for families devastated by nearly 800 local disasters, like home fires. Through the generosity of those donating more than 182,000 units of essential blood for accident and burn victims, heart surgery and organ transplant patients, and those receiving treatment for leukemia, cancer or sickle cell disease. Or by supporting service members and veterans an average of nine times a day, along with their families and caregivers through the unique challenges of military life. And by helping to save the lives of others with first aid, CPR and other skills; or delivering international humanitarian aid; and

WHEREAS, their work to prevent and alleviate human suffering is vital to strengthening our community's resilience. We dedicate this month of March to all those who continue to advance the noble legacy of American Red Cross founder Clara Barton, who lived by her words, "You must never think of anything except the need, and how to meet it." We ask others to join in this commitment to give back in our community.

THEREFORE, BE IT RESOLVED, as Mayor of the City of Castle Rock, I hereby proclaim the month of March 2023 as Red Cross Month in the City of Castle Rock and encourage all citizens of the City of Castle Rock to reach out and support its humanitarian mission.

Signed on this 27th day of February, 2023,

Paul Helenberg, Mayor
City of Castle Rock, Washington

1. CALL TO ORDER

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

a. Pledge of Allegiance

Mayor Helenberg led the Pledge of Allegiance.

b. Roll Call

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

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

c. Changes to Agenda

2. PROCLAMATIONS & PRESENTATIONS

a. Mayor Paul Helenberg was presented a Recognition Award in appreciation for his service as the Cowlitz-Wahkiakum Council of Governments Chair in 2022. (page 4)

3. CITIZEN COMMENTS - maximum 3 minutes

4. DEPARTMENT REPORTS

- City Attorney Frank Randolph
- Police Chief Charlie Worley
- Public Works Director Dave Vorse

1. Open House Meetings for Flood Plan will be held at several locations, dates and times and will include the Department of Natural Resources located at 601 Bond Rd on Thursday, February 16 from 10:00 AM to 12:00 PM. (page 5-6)

Public Works Director Dave Vorse gave a verbal report.

- City Engineer Tom Gower
- Clerk-Treasurer Carie Cuttonaro

5. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers

Mayor Helenberg gave a verbal report.

Lee Kessler provided comment.

- CRCDA Representative

Mayor Helenberg gave a verbal report.

6. PUBLIC HEARINGS

7. CONSENT AGENDA

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

- a. Approve the minutes of the January 23, 2023 Regular Council Meeting. (page 7-9)
- b. Approve the January 2023 invoices as described in the Fund Transaction Summary Report in the amount of \$702,117.50. (page 10-11)

8. OLD BUSINESS

a. Ordinance No. 2023-01, an ordinance of the City of Castle Rock relating to Home Occupations amending the City's Title 17 Zoning Code to add and amend sections to the 17.48 Supplementary Use Provisions Chapter. Amending the City's Home Occupation Ordinance Section 17.48.120 through Section 17.48.150 to include an applicability subsection, a prohibited home occupation uses subsection, adding an exempt subsection, to Chapter 17.48.120 Home Occupations; and subsection for criteria to Chapter 17.48.130 Home Occupations. This includes the removal of Section 17.48.140 Home Occupations in Accessory Buildings and removal of Section 17.48.150 Home Occupations - Fronting Residential Arterial Streets. (page 12-51)

City Planner Malissa Paulsen presented.

Mayor Helenberg commented.

Councilmember Queen made a motion, seconded by Lee to approve Ordinance No. 2023-01.

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

b. Ordinance 2023-02, an ordinance relating to Short Term Rentals amending the City's Title 5 Business Taxes, Licenses and Regulations to add Chapter 5.57 Short Term Rentals, to include Section 5.57.010 Purpose, 5.57.020 Definitions, 5.57.030 General Requirements, 5.57.040 Application Requirements, 5.57.050 Rental Type and Density Requirements, 5.57.060 Development Standards, 5.57.070 Term of the Annual Permit and License, 5.57.080 Violation and Repeat Offenses, 5.57.090 Denial of Application for a Short Term Rental, 5.57.100 Appeal, and 5.57.110 Severability. (page 52-94)

City Planner Malissa Paulsen presented.

Councilmember Queen made a motion, seconded by Lee to approve Ordinance 2023-02. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

9. NEW BUSINESS

a. Annual Spring Clean-Up Event; CRCDA requests City sponsorship to pay costs of printing forms and flyers not to exceed \$500 including tax.

Councilmember Kessler made a motion, seconded by Rose to approve CRCDA's request. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

b. Professional Services Agreement renewal with Shea, Carr & Jewell, Inc. (SCJ Alliance) to provide

on-call planning services on a time and materials basis, with an automatic renewal up to five years. (page 95-105)

Councilmember Lee provided comment.

Councilmember Kessler made a motion, seconded by Lee to approve the Professional Services Agreement renewal with Shea, Carr & Jewell, Inc. (SCJ Alliance). Motion carried by roll call vote.

Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

c. Gibbs & Olson, Inc. Authorization No. 2023-001 for Exit 48 Sewer Force Main Extension, in the amount of \$73,300. (page 106-110)

City Engineer Tom Gower presented.

Mayor Helenberg provided comment.

Councilmember Kessler made a motion, seconded by Queen to approve Gibbs & Olson, Inc.

Authorization No. 2023-001. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

d. Gibbs & Olson, Inc. Authorization No. 2023-002 for Sanitary Sewer Inspection Prioritization in the amount of \$24,100. (page 111-113)

City Engineer Tom Gower presented.

Councilmember Kessler made a motion, seconded by Rose to approve Gibbs & Olson, Inc.

Authorization No. 2023-002. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

e. Exit 48 Waterline Extension Project - Construction Contract Award

City Attorney Frank Randolph provided comment.

City Engineer Tom Gower provided comment.

Councilmember Kessler made a motion, seconded by Rose to award the construction contract to Tapani Inc., contingent on City Attorney Frank Randolph's approval as to form. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

f. Request to increase the City's credit card umbrella limit from \$75,000 to \$100,000.

Clerk-Treasurer Carie Cuttonaro presented.

Councilmember Rose made a motion, seconded by Queen to approve the request to increase the City's credit card umbrella limit. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

g. Ordinance No. 2023-03, an ordinance amending a section of Castle Rock Municipal Code Chapter 9.21 Parades, Athletic Events and Other Special Events, adding additional option for General Liability Insurance requirement. (page 114-117)

Clerk-Treasurer Carie Cuttonaro presented and provided comment.

Councilmember Lee provided comment.

City Attorney Frank Randolph provided comment.

Councilmember Rose provided comment.

Mayor Heleneberg provided comment.

A citizen provided comment.

Councilmember Kessler provided comment.

This item was tabled.

h. Request to purchase a modular restroom for the North Trailhead in the amount of \$95,355, not

including tax. (page 118-124)

Mayor Helenberg provided comment.

Public Works Director Dave Vorse presented.

Councilmember Kessler provided comment.

Councilmember Kessler made a motion, seconded by Rose to approve the request to purchase a modular restroom. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

i. Resolution No. 2023-01, a resolution of the City Council of the City of Castle Rock, Washington adopting the 2022 - 2027 Cowlitz County Solid Waste Management Plan and Moderate Risk Hazardous Waste Management Plan. (page 125)

Public Works Director David Vorse provided comment.

Councilmember Kessler made a motion, seconded by Rose to approve Resolution No. 2023-01.

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

10. OTHER BUSINESS

Mayor Helenberg stated the Cowlitz County Economic Development Council is having its annual meeting, so the City has purchased one table for up to eight people.

11. ADJOURNMENT

There being no further business, Mayor Helenberg adjourned the meeting at 8:18 PM.

Mayor Paul Helenberg

Clerk-Treasurer Carie Cuttonaro

Memorandum of Understanding

Between

THE CITY OF CASTLE ROCK

And

CASTLE ROCK POLICE OFFICERS

TEAMSTERS UNION LOCAL #58

The parties to this Memorandum of Understanding (hereinafter "MOU") are City of Castle Rock (hereinafter "City") and Teamsters Union Local #58 (hereinafter "Union").

With respect to Article 3, section 1 of the current contract (January 1, 2021-December 31, 2023), the Union wishes to add a shift schedule. This shift schedule would consist of four (4) 10 hour days, followed by five (5) days off, followed by five (5) ten hour days, followed by four (4) days off. Employees would also have ten (10) hours of "flex time" to work during each calendar month while assigned to this schedule. Day shift and Night shift rotation schedules remain at six (6) week intervals.

Employees assigned to this schedule would agree to waive the overtime accrual for work in excess of 40 hours in any one week, but still maintain all other aspects of Article 3, Section 2 of the current contract.

Employees assigned to this schedule would waive the extra day off granted for purposes of transitioning from days to nights.

This MOU is effective through the remaining term of the employment agreement ending December 31, 2023.

Dated this ____ day of _____, 2023

City of Castle Rock

Teamsters Union Local #58

By:

By:

ORDINANCE NO. 2023-03 - draft

AN ORDINANCE AMENDING A SECTION OF CASTLE ROCK MUNICIPAL CODE CHAPTER 9.21
PARADES, ATHLETIC EVENTS AND OTHER SPECIAL EVENTS, ADDING ADDITIONAL OPTION FOR
GENERAL LIABILITY INSURANCE REQUIREMENT.

WHEREAS, the City Council finds that festivals and events provide an opportunity for increased tourism, which in turn stimulates the local economy; and

WHEREAS, the City Council has made it a priority to “create a ‘sustainable’ positive Castle Rock image” and to promote special events that further this priority; and

WHEREAS, special events increase the demand for City services, and such increased demand needs to be considered when planning special events; and

WHEREAS, in establishing standards and requirements for special events it is imperative to ensure the health and safety of our citizens and those visitors that come to enjoy such activities; and

WHEREAS, Washington Cities Insurance Authority recommends a minimum of two million (\$2,000,000) per occurrence and two million (\$2,000,000) aggregate to provide sufficient coverage.

WHEREAS, Association of Washington Cities Risk Management Service Agency also recommends adding an option in the amount of one million (\$1,000,000) per occurrence and five million (\$5,000,000) aggregate, adding that both options will provide sufficient coverage.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Castle Rock do ordain amendments to Castle Rock Municipal Code (in part) for section 9.21.080 as follows;

9.21.080 Insurance.

~~(1) The following insurance shall be required in connection with the issuance of a permit for a special event not protected under the First and Fourteenth Amendments of the United States Constitution, unless otherwise waived by the Mayor or his/her designee: \$2,000,000.00 commercial general liability insurance per occurrence combined single limits, \$2,000,000.00 aggregate unless waived by the City.~~

~~(1) One of the following options for insurance coverage shall be required in connection with the issuance of a permit for a special event not protected under the First and Fourteenth Amendments of the United States Constitution, unless otherwise waived by the Mayor or his/her designee:~~

~~Option A: \$2,000,000.00 commercial general liability insurance per occurrence combined single limits, \$2,000,000.00 aggregate unless waived by the City.~~

~~Option B: \$1,000,000.00 commercial general liability insurance per occurrence combined single limits, \$5,000,000.00 aggregate unless waived by the City.~~

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

Section 2. This ordinance shall be effective five days after publication.

ADOPTED by the City Council and signed by the Mayor on this _____ day of _____, 2023.

Mayor Paul Helenberg

ATTEST:

APPROVED AS TO FORM:

Carie Cuttonaro, Clerk-Treasurer

Frank Randolph, City Attorney

Date of Publication: _____

ORDINANCE NO. 2023-03

AN ORDINANCE AMENDING A SECTION OF CASTLE ROCK MUNICIPAL CODE CHAPTER 9.21
PARADES, ATHLETIC EVENTS AND OTHER SPECIAL EVENTS, ADDING ADDITIONAL OPTION FOR
GENERAL LIABILITY INSURANCE REQUIREMENT.

WHEREAS, the City Council finds that festivals and events provide an opportunity for increased tourism, which in turn stimulates the local economy; and

WHEREAS, the City Council has made it a priority to “create a ‘sustainable’ positive Castle Rock image” and to promote special events that further this priority; and

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NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Castle Rock do ordain amendments to Castle Rock Municipal Code (in part) for section 9.21.080 as follows;

9.21.080 Insurance.

(1) One of the following options for insurance coverage shall be required in connection with the issuance of a permit for a special event not protected under the First and Fourteenth Amendments of the United States Constitution, unless otherwise waived by the Mayor or his/her designee:

Option A: \$2,000,000.00 commercial general liability insurance per occurrence combined single limits, \$2,000,000.00 aggregate unless waived by the City.

Option B: \$1,000,000.00 commercial general liability insurance per occurrence combined single limits, \$5,000,000.00 aggregate unless waived by the City.

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

Section 2. This ordinance shall be effective five days after publication.

ADOPTED by the City Council and signed by the Mayor on this _____ day of _____,
2023.

Mayor Paul Helenberg

ATTEST:

APPROVED AS TO FORM:

Carie Cuttonaro, Clerk-Treasurer

Frank Randolph, City Attorney

Date of Publication: _____



Charlie Worley
Chief of Police

City of Castle Rock

Police Department

141 A St SW / P.O. Box 475

Castle Rock, WA 98611

Office: (360) 274-4711

Fax: (360) 274-4318

Corporal

The Corporal supervises the performance of police personnel under his/her command as assigned by the Sergeant/Chief of Police.

Essential Job Functions

- Provide leadership of patrol, investigations, traffic control, personnel training and public relations
- Assist in directing employees on designated shifts and assigned work
- Assist in supervising employees on assigned shifts and provides work direction
- Participates in training and complete related records as directed
- Review reports of subordinates for accuracy and completeness
- Perform any or all duties required by a police officer
- Assist in management of Police budget
- Assist in any other duties directed by Sergeant/Chief of Police

Memorandum of Understanding
BY AND BETWEEN THE
CITY OF CASTLE ROCK- POLICE OFFICERS
AND

**CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL #58 AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

This Memorandum of Understanding made and entered into by and between the City of Castle Rock and Chauffeurs, Teamsters and Helpers, Local Union #58 affiliated with the International Brotherhood of Teamsters pertaining to Employment Agreement January 1, 2021-December 31, 2023.

The parties to this Memorandum of Understanding (hereinafter "MOU") are City of Castle Rock (hereinafter "City") and Teamsters Union Local #58 (hereinafter "Union"). NOW THEREFORE, be it mutually agreed to as follows:

With respect to Article 6 "Seniority", section 3 of the current contract, the City and the Union agree to add the classification of "Corporal" between the classification of Sergeant and Police Officer

With respect to Article 8 "Uniforms and Cleaning, Section 3, the City and the Union agree to add "Corporal" to the classifications for uniform and cleaning allowance.

With respect to Article 15 "Salaries";

Section 4, add "Corporals shall receive seven- and one-half percent (7.5%) above the top step officer pay throughout the term of this agreement"

Section 5, Modify to: Officers temporarily assigned to the classification of Corporal for 3 or more days, shall be paid an additional 5% of their base pay for the full period worked in the higher classification. Corporals temporarily assigned to the classification of Sergeant for three or more days, shall be paid an additional 5% of their base pay for the full period worked in the higher classification.

The Corporal classification shall be applicable to all other language in the Collective Bargaining Agreement not identified above and any section not identified above shall remain unchanged.

Dated this ____ day of _____, 2023

City of Castle Rock

Teamsters Union Local #58

By:

By:

Dissemination training conducted by the Washington State criminal Justice Training commission and Law Enforcement Information and Records Association.

3. Have Washington State Patrol ACCESS/WACIC Level II certification.
4. Must be in good health.
5. Must submit resume.
6. Must pass a written examination and oral interview. The requirement for a written test may be waived at the discretion of the Castle Rock Civil Service Commission. Written Examinations - 40% and Oral Board - 60%. If no Oral Board is given, the Written Examination score is based on a full 100% ratio.

Section 4: Applicants for the position of **CORPORAL** must meet the following requirements:

1. Having completed a minimum of (3) consecutive years of service as a full time, certified law enforcement officer.
2. Having successfully completed mandatory probationary period as assigned by department policy and chiefs directive.
3. Submit letter of interest to civil service commission in writing.
4. At the time of application, not be under any active investigation or disciplinary actions.
5. May be subject to but not limited to written and/or oral examination at the request of the Chief of Police.
6. Will be appointment by the Chief of Police at his/her discretion.

Section 5: Examination for promotion shall be practical in character and shall embrace such subjects as will test the general intelligence, accuracy and qualifications of the applicant for the position involved. Appointments and promotions as a result of promotional examinations, to be probationary for one (1) year.

Section 6: Any person who fails to attain an average of at least seventy percent (70%) of complete proficiency on an examination for promotion shall be deemed ineligible.

RULE 8 - REMOVAL AND LEAVES OF ABSENCE

Section 1: The tenure of everyone holding an office, place or position of employment under the provision of the rule shall be only during good behavior, and any such person may be removed, or discharged,

**AUTHORIZATION 2019-003
AMENDMENT NO. 1
REPLACEMENT OF WATER & SEWER PIPELINES ACROSS SR411 BRIDGE
CITY OF CASTLE ROCK, WASHINGTON**

This Amendment No. 1 modifies Authorization 2019-003 (Authorization) between Gibbs & Olson, Inc. (Engineer) and the City of Castle Rock, Washington (Client) originally executed on December 10, 2019 for the Replacement of Water & Sewer Pipelines Across SR411 Bridge.

The following modifications are made to the Authorization and all other terms and conditions in the original Authorization remain in full force and effect:

SCOPE OF WORK

Engineer's scope of work is modified to include additional work required to be completed during the design phase, limited construction phase services and additional services for an aquatic lease for the watermain crossing required by the Washington Department of Natural Resources (WDNR) as listed below:

Additional Design Phase Work: Additional work associated with design and bid advertisement:

1. Revised the drawings and opinion of cost multiple times to address additional comments received from WSDOT.
2. Coordinate with WSDOT regarding notes on drawings versus special provisions as previously requested by WSDOT.
3. Removed notes from drawings and prepared special provisions.
4. Ongoing meetings, continued revisions to the drawings and special provisions required by WSDOT.
5. Participate in additional coordination meetings with WSDOT and Client.
6. Participate in meetings and correspondence with Client and funding agencies and work to determine requirements for funding approval.
7. Additional correspondence and meeting with WSDOT regarding ADA and impact to existing sidewalk.
8. Revise waterline design on east side of bridge to go under existing waterline to avoid impact to existing sidewalk.
9. Respond to questions during bid advertisement.
10. Review bids and costs associated with the Client portion of the project.
11. Review and calculate costs included in agreement between WSDOT and Client.

Construction Phase Engineering Services:

Client has contracted with WSDOT to provide construction phase services during construction, however, it is anticipated Engineer will be required to provide support to WSDOT and Client during construction. Engineer proposes the following limited construction phase engineering services:

1. General project administration and progress reports.
2. Limited virtual project meetings and coordination with WSDOT for the hours estimated on the attached Estimated Budget.
3. Participate in pre-construction conference with Client, contractor and WSDOT.

4. Engineer will coordinate with WSDOT to issue limited interpretations and clarifications of the Plans and Special Provisions.
5. Engineer will assist with reviewing limited number of submittals associated with the water improvement as requested by WSDOT.
6. Engineer has budgeted to provide limited onsite construction observation services during pressure testing of the new watermain and connection to the existing watermain. Engineer has budgeted up to 40 hours for onsite construction observation.

Additional Services:

1. The Washington State Department of Natural Resources (DNR) is requiring Client to field survey and prepare an aquatic lease for the new watermain crossing over the Cowlitz River. Engineer will prepare a survey map showing the aquatic lease as required by DNR, will submit to DNR for review and comment, address one round of DNR comments and record the aquatic lease survey. The field survey is anticipated to include survey of monument and control, the new watermain location, ordinary high-water mark of the Cowlitz River and soundings of the Cowlitz River cross sections at the bridge.

Assumptions:

1. WSDOT will determine installed quantities of unit price bid items.
2. WSDOT will prepare all progress pay estimates.
3. WSDOT will prepare and issue all responses to contractor requests for information (RFI's) responses and change orders.

A breakdown of the budget increase for the additional Scope of Work is shown below:

Original Agreement Amount	\$55,000.00
<u>Amendment No. 1 Amount.....</u>	<u>\$64,500.00</u>
The new Total Agreement Amount including Amendment No. 1.....	\$119,500.00

IN WITNESS, WHEREOF this Amendment No. 1 is made and executed this _____ day of February 2023.

For: CITY OF CASTLE ROCK

For: GIBBS & OLSON, INC.

By: _____
 Mayor Paul Helenberg
 City of Castle Rock
 141 A Street SW
 Castle Rock, WA 98611

By:  _____
 Richard A. Gushman, President
 Gibbs & Olson, Inc.
 PO Box 400
 Longview, WA 98632

Attachment:
 Exhibit A – Scope of Work

File: 0130-5018

Authorization 2019-003 Amendment No. 1
Exhibit A - Budget Estimate
Replacement of Water & Sewer Pipelines Across SR411 Bridge
City of Castle Rock
February 22, 2023

	Principal	Engineer VI	Engineer V	Engineer II	RPR III	Sr Land Surveyor	2 Man Survey Crew	Word Processor	Structural Engineer	Total Budget
Project Management and Meetings										
General project Admin & Progress Reports	1	16	0	0	0	0	0	0	\$0	\$3,376
Project Meetings & Coordination with WSDOT	1	20	12	6	0	0	0	4	\$500	\$8,170
Additional Design, Bid Ad & Construction Phase Engineering Services										
Additional Design and Bid Advertisment	2	32	48	8	0	0	0	4	\$0	\$17,224
Limited Construction Phase Engineering Services	2	40	32	20	0	0	0	4	\$1,500	\$19,220
Limited Construction Observation	0	8	0	0	40	0	0	0	\$0	\$6,768
Additional Services										
Prepare DNR Aquatic Lease	0	2	0	4	0	24	18	2	0	\$8,370
Subtotal	6	118	92	38	40	24	18	14	\$2,000	\$63,128
Mileage										\$164
Reproduction										\$100
Survey Equipment and Boat/Motor										\$850
Miscellaneous Project Expenses										\$258
Amendment No. 1 Total										\$64,500
Original Authorization Amount										\$55,000
Total Authorization 2019-003 Amount with Amendment No. 1										\$119,500
2023 RATES	\$240	\$196	\$187	\$145	\$130	\$155	\$195	\$84		

**AUTHORIZATION 2021-003
AMENDMENT NO. 1
EXIT 48 WATER MAIN EXTENSION
CITY OF CASTLE ROCK, WASHINGTON**

This Amendment No. 1 modifies the Agreement for Engineering Services (Agreement) between Gibbs & Olson, Inc. (Engineer) and the City of Castle Rock, Washington (Client) originally executed on September 13, 2021, for the Exit 48 Water Main Extension project.

The following modifications are made to the Agreement and all other terms and conditions in the original Agreement remain in full force and effect:

SCOPE OF WORK

Engineer's scope of work is modified to include providing construction phase engineering services to Client as detailed in the attached Exhibit A – Scope of Work.

BUDGET

Engineer's budget is increased to provide compensation for the additional Scope of Work as shown below and as detailed in the attached Exhibit B – Budget Estimate

Original Agreement Amount	\$251,000.00
<u>Amendment No. 1 Amount.....</u>	<u>\$235,000.00</u>
Total Agreement Amount including Amendment No. 1.....	\$486,000.00

IN WITNESS, WHEREOF this Amendment No. 1 is made and executed this _____ day of February 2023.

For: CITY OF CASTLE ROCK

For: GIBBS & OLSON, INC.

By: _____
Mayor Paul Helenberg
City of Castle Rock
141 A Street SW
Castle Rock, WA 98611

By:  _____
Richard A. Gushman, President
Gibbs & Olson, Inc.
PO Box 400
Longview, WA 98632

Attachments:
Exhibit A – Scope of Work
Exhibit B – Budget Estimate

File: 0130.5023

**AUTHORIZATION 2021-003
AMENDMENT NO. 1
EXHIBIT A - SCOPE OF WORK**

SCOPE OF WORK

The Engineer's scope of work is modified to include providing construction phase engineering services to Client as detailed in the attached Exhibit A – Scope of Work.

Task 1 – Construction Management & Administration

Engineer will provide project administration and project management consisting of the following:

- a) General project administration.
- b) Monthly narrative progress reports during project as requested.
- c) Consult with and advise the Client and act as the Client's representative as required by the Construction Contract Documents. As the Client's representative, all of the instructions to Contractor(s) will be issued through Engineer who will have authority to act on behalf of the Client to the extent provided in the Contract Documents. Engineer will prepare monthly narrative progress reports and submit them to the Client.

Task 2 – Construction Survey Staking

Engineer will provide construction survey staking for the project. Engineer will perform field surveying to verify or establish onsite horizontal and vertical survey control for the construction work. Engineer has budgeted up to seven (7) survey trips (each trip budgeted for 8 hours) to provide construction staking. Re-staking required due to removal, loss, or damage by others to installed construction stakes will be considered by Engineer to be out of scope and will be billed at the Engineer's standard hourly rates. The final Construction Contract Documents include language that transfers the cost for out-of-scope re-staking to the Contractor. Engineer will utilize a 2-man survey crew utilizing global positioning system (GPS) and robotic total station equipment to perform construction staking.

Task 3 – Pre-Construction Conference, Progress Meetings & Construction Observation

In connection with observations of the work of the Contractor(s) while it is in progress:

- 1) Engineer will conduct a pre-construction conference with Client and construction contractor to review construction work, construction contract documents, utilities, traffic control, construction timeframe, submittal requirements, procedure for modifying the construction contract time and/or price, contractor redline drawings of field changes, and project closeout process.
- 2) Engineer will conduct a construction progress meeting on site with the construction contractor and the Client every one to two weeks during construction. The progress meetings will allow for communication and documentation of construction progress, any issues that have been identified that need to be addressed or that could impact the cost of the project, and to provide the Engineer a regular opportunity to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, Engineer will provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist the Engineer and to provide more regular observation of such work. Based on information obtained during such visits and on such observations, Engineer will endeavor to determine in general if such work is

proceeding in accordance with the Contract Documents and Engineer will keep the Client informed of the progress of the work.

- 3) The Resident Project Representative (RPR) (and any assistants) will be Engineer's agent or employee and under Engineer's supervision. The RPR will provide written daily reports to Engineer's project manager utilizing Engineer's standard report forms. Copies of all daily RPR reports will be provided to Client for their permanent project file. Engineer has budgeted 45 hours per week for 20 weeks.
- 4) The purpose of Engineer's visits to and representation by the RPR (and assistants, if any) at the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, Engineer will not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of the Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

Task 4 - Defective Work

During such visits and based on such observations, Engineer may disapprove of or reject Contractor(s)' work while it is in progress if Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

Task 5 - Interpretations and Clarifications

Engineer will issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

Task 6 - Review of Shop Drawings & Submittals

Engineer will review and take appropriate action in respect of Shop Drawings, samples and other data, which Contractor(s) are required to submit for compliance with the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

Task 7 - Inspections & Testing

Engineer will have authority, as the Client's representative, to require special inspections or testing of the work, and will receive and review all certificates of inspections, tests and approvals required by laws, regulations, ordinances, codes, orders or the Contract Documents but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract documents. Engineer will contract

directly with a qualified subconsultant for soils compaction testing and will coordinate with subconsultant to provide soils compaction within public right of way as required by County and WSDOT right-of-way permits.

Task 8 – Disputes between Contractor and Client

Engineer will act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of the Client and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. Engineer will not be liable for the result of any such interpretations or decisions rendered in good faith and made in conformance with the Standard of Practice identified in Exhibit C, Item B of the General Conditions in the original contract.

Task 9 – Progress Payment Applications

Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Client and on review of applications for payment and the accompanying data and schedules:

- a) Engineer will determine the amounts owing to the Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Client, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of such work subject to any subsequent adjustments allowed by the Contract Documents.
- b) By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor(s) work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes, or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Client free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

Task 10 – Substantial Completion & Final Acceptance Inspections

Engineer will conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that the Engineer may recommend, in writing, final payment to Contractor(s) and may give written notice to Client and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph "i-2" above.

Task 11 – Record Drawings

Engineer will prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to Engineer and which Engineer considers significant.

Limitations of Engineer's Responsibility. Engineer will not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs "a" through "j" above, will be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents.

Authorization 2021-003 - Amendment No.1
Exhibit B - Budget Estimate
City of Castle Rock
Exit 48 Watermain Extension - Construction Phase Engineering
February 22, 2023

Page 1 of 1

Construction Phase Engineering Services												Total Budget
Task	Description	Principal	Engineer VI	Engineer IV	Engineer II	RPR III	Sr Land Surveyor	2 Man Survey	Word Processor	Soils Testing Subconsultant		
1	Construction Management & Administration	4	10	20	4	0	0	0	2	\$0		\$7,056
2	Construction Survey	0	2	4	0	0	28	60	0	\$0		\$17,112
3	Pre-Construction Conference, Progress Meetings & Construction Observation	0	8	32	24	908	8	0	4	\$0		\$130,080
4	Defective Work	2	4	4	4	4	0	0	2	\$0		\$3,200
5	Interpretations & Clarifications	4	40	80	80	0	0	0	0	\$0		\$34,000
6	Review of Shop Drawing & Submittals	0	8	24	40	0	0	0	2	\$0		\$11,604
7	Inspections & Testing	0	24	40	40	0	0	0	0	\$12,500		\$31,304
8	Disputes Between Contractor & Client	2	4	4	4	4	0	0	0	\$0		\$3,044
9	Progress Payment Applications	0	4	16	24	0	0	0	2	\$0		\$7,140
10	Substantial Completion & Final Acceptance Inspections	0	4	4	6	4	0	0	0	\$0		\$2,854
11	Prepare Record Drawings	0	4	4	10	4	0	0	0	\$0		\$3,434
Subtotal		12	112	232	236	924	36	60	12	\$12,500		\$250,828
Mileage												\$2,000
GPS Survey Equipmt @ \$35/Hr/Unit - 18 hrs - Robotic Survey Equipmt @ \$25/Hr/Unit - 35 hrs												\$1,505
Miscellaneous Project Expenses												\$667
Construction Phase Engineering Services Budget Estimate												\$255,000
Amount Remaining from Original Authorization Design Budget												(\$20,000)
Total Amendment No. 1 Budget												\$235,000
Original Authorization Amount												\$251,000
Total Authorization Amount with Amendment No. 1												\$486,000
2023 Rates												
		\$240	\$196	\$170	\$145	\$130	\$155	\$195	\$78			



Castle Rock Lions

P.O. Box 776

Castle Rock, WA 98611

February 2, 2023

The Castle Rock Lions Club would like to put in an intent for a fireworks permit within the City of Castle Rock. The stand would be located in the empty lot at the corner of Front Ave. NW and Shintaffer NW. Our complete permit packet will be submitted when we receive the information from American Promotional Events, Inc., our fireworks distributor.

Yours truly,

Castle Rock Lions

Clarence Knutson
President

THIS FORM IS INTENDED FOR USE BY LOCAL AUTHORITIES HAVING JURISDICTION (AHJ) IN THE EVENT THEY DO NOT HAVE A PERMIT FORM SPECIFIC FOR RETAIL FIREWORKS SALES AT A CONSUMER FIREWORKS RETAIL SALES (CFRS) FACILITY. IT IS NOT MEANT TO BE REQUIRED IN ADDITION TO OR IN LIEU OF ANY LOCAL PERMITTING FORM AND/OR PROCESS THAT MAY EXIST WITH THE LOCAL AHJ.

Directions: Provided the local jurisdiction has no permit form of their own, complete this permit application and submit it with the local AHJ portion of your Retail Fireworks Stand License to the jurisdiction in which you wish to run your CFRS facility.

WASHINGTON STATE FIREWORKS RETAIL SALES PERMIT APPLICATION

Applicant Information		
☐ New/First Time Applicant ☒ Previous Permit Holder		
CASTLE ROCK LIONS CLUB		
Name of Group, Organization, or Person (Last, First, Middle Initial, and Date of Birth) Issued the Fireworks Retailer License		
CLARENCE KNUTSON		
Name of Permit Applicant (Last, First, Middle Initial, and Date of Birth)		
2120 MILLWAUKEE WAY TACOMA WA 98421		
Permit Applicant Mailing Address (Complete Including Street, City, State, and ZIP Code)		
(360) 749-4719	CASTLEROCKEAGLES556@GMAIL.COM	(253) 922-0800
Phone Number	E-Mail Address	Local Business Number (if required)
CFRS Facility Information		
☒ Stand ☐ Tent Other: _____		Size: 8X20
		Specify Square Feet/Dimensions
VACANT LOT- 209 HUNTINGTON AVE N CASTLE RICK WA 98611		
CFRS Facility Address (Complete Including Street, City, State, and ZIP Code)		
Robert Yeager	()	30099
Name of Property Owner	Phone Number	Parcel Number for Stand Location
Fireworks Supplier Information List all of the licensed fireworks wholesalers who will be supplying this stand product		
TNT Fireworks -		
Storage Information		
☒ On Site ☐ Off Site: In the tent with security		
Storage Address (Complete Including Street, City, State, and ZIP Code)		
☒ Sales Structure	☐ Detached Building	☐ Truck/Trailer ☐ Other: _____
Specify		
CHECKLIST FOR SUBMISSION Check with the local AHJ for all applicable submission dates and deadlines:		
☒ Application/Permit Fee ☒ Insurance Certificate (\$1,000,000) ☐ Clean-Up Bond Fee (if applicable)		
☒ Valid Washington State Fireworks Retailer License ☒ Property Owners Written Permission		
☒ Detailed Site Plan ☐ Interior Plan (required for tents and "other" facilities)		
I hereby certify the information in this application is true and correct. I am aware of and agree to comply with all relevant provisions of law, rule, and any ordinance of the state of Washington and the city/county permitting this CFRS Facility.		
Clarence A. Knutson	CLARENCE A. KNUTSON	02/23/23
Signature of Permit Applicant	Printed Name of Permit Applicant	Date of Signature
FIRE CODE AUTHORITY HAVING JURISDICTION		
☐ APPROVED ☐ DENIED		
Permit Number	Approved By	Date of Approval
SEE BACK OF THIS FORM FOR ANY RESTRICTIONS, CONDITIONS, OR NOTATIONS ON THIS PERMIT		
Signature of Permitting Official	Printed Name and Title	Date of Signature

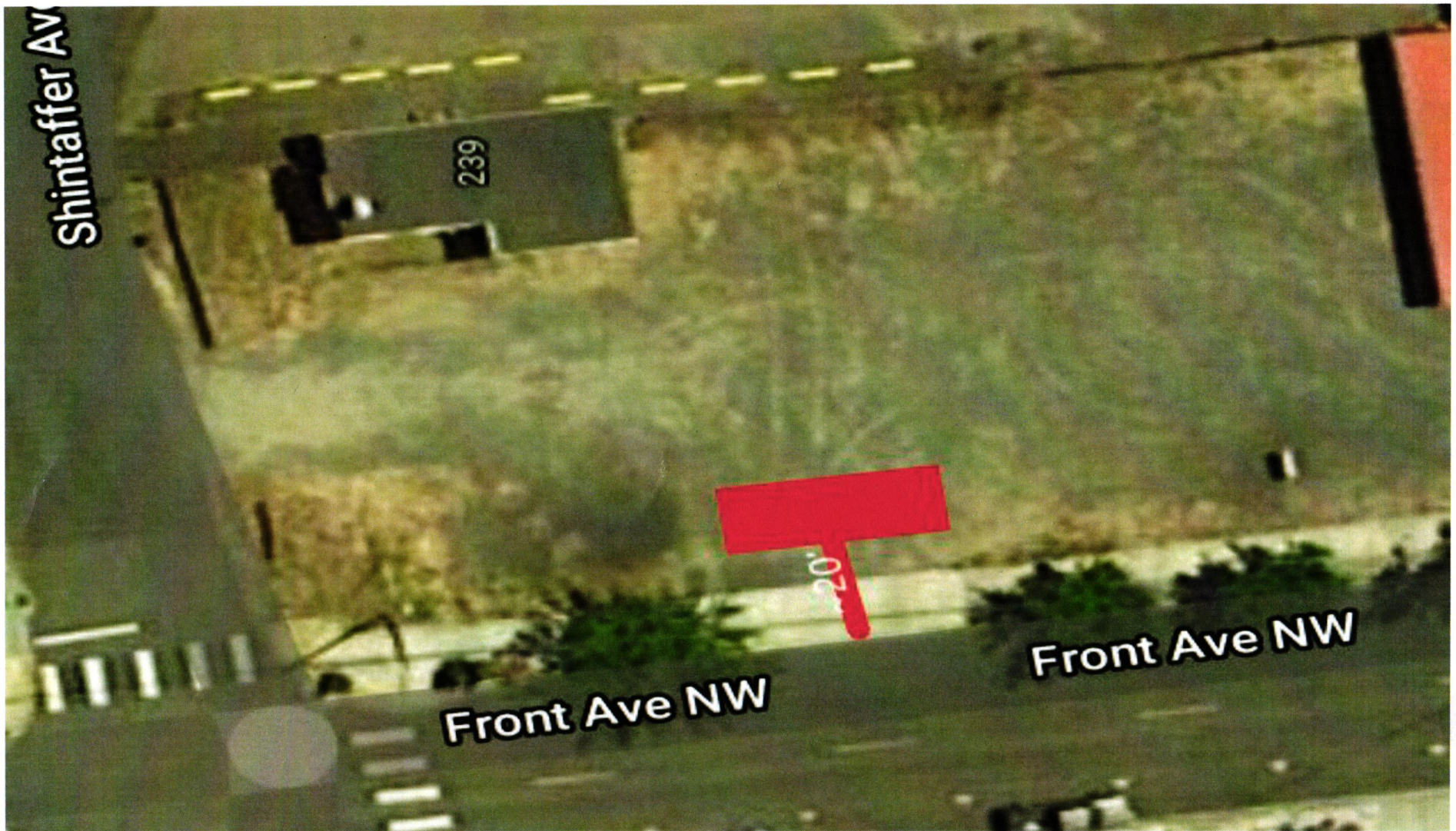
THE FIREWORKS RETAILER LICENSE HOLDER (LICENSEE) SHALL RETAIN THIS PERMIT WITH THE ASSOCIATED FIREWORKS RETAILER LICENSE AND MAKE THEM BOTH AVAILABLE FOR INSPECTION AT ANY TIME THE STAND IS IN OPERATION



WAS4011: Stand Location
209 Huntington Ave N, Castle Rock
LOCATION TYPE: STAND ~20'



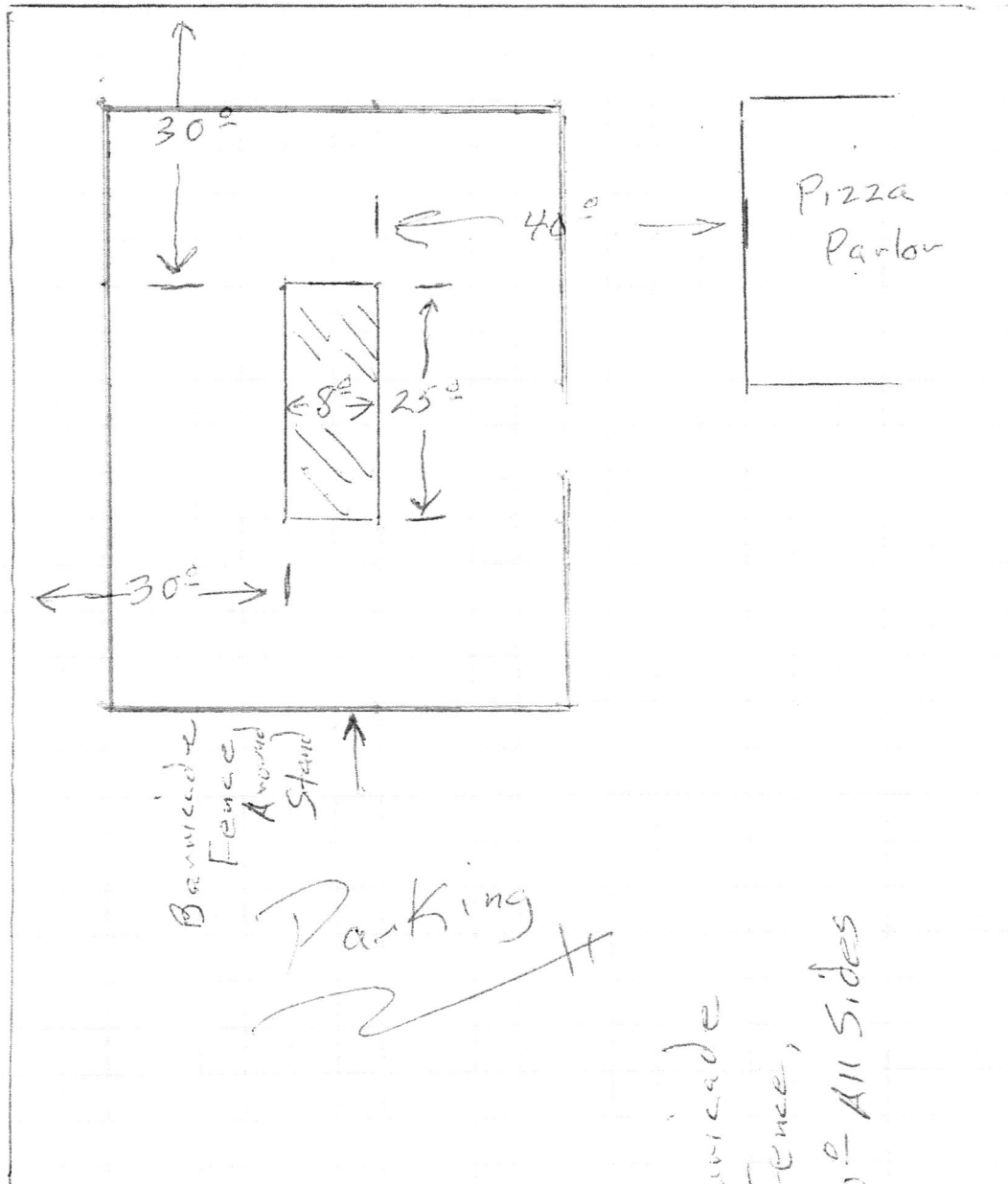
STAND





Shintaffer 300 N.W.

Front Ave (N.W.)



Huntington

Parking

Barricade
Fence,
20' All Sides

Castle Rock Lions Club
Fireworks Stand



Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal

G23130

CONSUMER FIREWORKS RETAIL SALES (CFRS) FACILITY LICENSE

Stand Number: SN-14976

Licensee Data

American Promotional Events, Inc. - West
2120 Milwaukee Way
Tacoma, WA 98421
License Number: WSPFL-02766
Phone Number: (253) 922-0800

Operational Data

Wholesaler: American Promotional Events, Inc. - We
County of Operation: Cowlitz
Operates For: **CASTLE ROCK LIONS CLUB**
Stand Operated By: **CLARENCE KNUTSON**

Date of Issue: February 1, 2023

Date of Expiration: January 31, 2024

Consumer Fireworks Retailer Licenses issued after May are ONLY valid for New Years Sales

This license is NOT valid without a permit from a local fire code official/authority having jurisdiction. This license allows for operation of a single location/stand for retail sales to the public of state legal consumer fireworks purchased only from a licensed fireworks wholesaler.

THIS LICENSE PORTION ACCOMPANIES YOUR LOCAL PERMIT APPLICATION

WAS4011

Page 30 of 38



Castle Rock Lions

P.O. Box 776
Castle Rock, Washington 98611

Clarence Knutson
Fireworks Chair
cknutson@kalama.com
360 274-8597
360 749-4719 cell

Robert Yeager
3503 Spirit Lake Hwy
Silverlake, WA 98645

The Lions Club of Castle Rock is asking for your continued permission to use the vacant lot directly behind the Luckman's Coffee, on the corner of Front Ave NW and Shintaffer St NW. We have used this location with permission for many years for our annual fireworks sale for high school scholarships at Castle Rock and Toutle Lake high schools.

We would need to use the space from June 24th through July 5th for this fundraiser sale. We will have all state and local permits and liability insurance for this fundraiser. As always, we take great care to leave the area clean as we leave.

Thank you,

A handwritten signature in blue ink that reads "Clarence Knutson".

Clarence Knutson
C.R. Lions Fireworks Chair

I give permission for the Castle Rock Lions to use the vacant lot on the corner of Front Ave NW and Shintaffer St. NW from June 24th to July 5th for their fireworks fundraiser sale.

A handwritten signature in blue ink, appearing to be "R. Yeager", written over a horizontal line.
Signature

2/7/23
Date

**NOTICE OF AUTHORIZATION NO. 2023-003
CARPENTER ROAD WATER PUMP STATION AND
POWELL ROAD WATERLINE EXTENSION
CITY OF CASTLE ROCK, WASHINGTON**

Gibbs & Olson, Inc. (Engineer) is hereby authorized to perform Engineering Services for the City of Castle Rock, Washington (Client) as provided for in our General Agreement for Professional Engineering Services dated January 9, 2023, and as more fully described herein:

PROJECT DESCRIPTION

Engineer will provide design engineering services to Client for water system improvements within the Client's water service area as summarized below:

Design of a new booster pump station adjacent to the existing Carpenter Road reservoir, extension of approximately 800 linear feet of 12-inch C900 PVC water main from the pump station to Powell Road and extension of approximately 800 linear feet of 8-inch C900 PVC water main north on Powell Road. The new water mains will include fittings, valves, water services, fire hydrants, appurtenances, and surface restoration as appropriate

The new booster pump station building will be either a concrete masonry unit (CMU) or a steel building. The building roofing will be metal. The building will be sized to accommodate up to two pump skid systems and a future sodium hypochlorite injection system and is anticipated to be up to 16 feet wide by 24 feet long by 10 feet in height to accommodate a roll up door and jib crane. The building will have one man door and a garage style 8 foot by 8 foot door at one end. The pump skid(s) will be designed to provide domestic flows only and will not be capable of providing fire flow. The system will be designed to provide a minimum of 40 psi of water service pressure at the meters along Powell Road under peak hour demand. A second pump skid may be required to serve properties along Carpenter Road and Bond Road if Client decides to serve properties out to the intersection of Bond Road and Bond Drive. Only single-phase power is available at the site and three phase power is not anticipated to be extended to serve the site. Single phase power will limit pump motor sizing and therefore the volume of flow that can be provided by the pump station. A manual transfer switch and generator receptacle will be provided and electrical design and coordination with Cowlitz PUD will be included in the overall design. It is assumed that the package booster pump skid(s) will have integral control panel and controls requiring only a single point power connection and possibly wiring to field sensors. All programming of the package booster pump skid(s) will be by the package pump system manufacturer.

It is anticipated that one of the pump skid systems will provide domestic flow to Powell Road. During design, it will be determined if this pump skid can be sized to allow it to be used to convey water to future reservoirs anticipated to be constructed on the hill east of Powell Road.

The project also includes design of a 12-inch waterline between the proposed pump station at the Carpenter Road reservoir site and Powell Road. There is not currently a right of way or an easement between the Carpenter Road reservoir site (Cowlitz County Parcel No. WJ1116003), and the Powell Road right of way. It is anticipated that new easements will be required across Cowlitz County Parcel Nos. WJ1212008 and WJ1212010. Engineer will subcontract with a right of way subconsultant to obtain the required easements.

The required permitting will include a permit and approval from the owner of the existing high pressure gas line that will have to be crossed perpendicularly between the Carpenter Road reservoir and Powell Road.

The Washington State Department of Health (DOH) will require project design drawings as well as a project report for the new pump station per WAC 246-290-110 to be submitted for review and approval prior to construction of the project.

INFORMATION TO BE PROVIDED TO ENGINEER BY CLIENT

To assist in a timely and thorough preparation of the drawings and contract documents, the Client shall provide the following items and services to the Engineer as available:

1. As-constructed drawings and specifications of existing pipelines.
2. Timely response to questions and review of drawings and contract documents.
3. Pothole of utilities as needed.

ASSUMPTIONS

The following assumptions have been utilized by the Engineer in developing the identified Scope of Work and associated Budget Estimate. If any of these assumptions are found to be incorrect the Engineer reserves the right to negotiate an Amendment to this Agreement for any modifications to the Scope of Work and Budget Estimate required to address the conditions encountered.

1. A generator receptacle will be provided; however, a standby generator is not included as part of this project.
2. No geotechnical work is required.
3. No cultural resource work is required.
4. New water mains will be constructed utilizing open trench construction.
5. A portion of the new water main from the Carpenter Road reservoir to Powell Road will be constructed within the Washington Department of Natural Resources (WDNR) and Cowlitz County mapped buffer of a non-fish bearing stream. The City of Castle Rock will be lead agency if a critical areas permit is required to construct the water main within the stream buffer. Engineer has assumed pipeline construction will not require a critical areas permit as it is a short-term, temporary impact to the buffer, construction will occur during the dry season, and the ground surface within the buffer will be restored to pre-construction conditions.
6. No permits except those identified in the scope of work are required.
7. Client will provide traffic control during field survey work.
8. Two (2) private easements are required to be obtained to design and construct a new waterline between the reservoir/pump station site and Powell Road.
9. Neither a SEPA checklist or a Washington Department of Fish & Wildlife (WDFW) Hydraulic Project Approval (HPA) permit are required for this project.
10. Client will pay all fees associated with obtaining permits to construct the designed improvements.
11. Extending three phase electrical power to the pump station site is not included.

SCOPE OF WORK

Design Phase Engineering Services

Engineer's scope of work is as follows:

Task 1 – Project Management & Administration

Engineer shall provide project administration and project management consisting of the following:

- a) General project administration.
- b) Monthly narrative progress reports during project as requested.

Task 2 – Gather and Review Background Data

If available, Engineer will gather and review as constructed drawings of the existing water lines to be connected and any geotechnical investigation work that may be available. The Client will provide copies of these documents.

Task 3 – Topographic Survey

Engineer will field mark utility locate limits, call for utility locates, perform a topographic survey of the project area, and prepare a base map for use by Engineer in preparing design drawings. Client will provide traffic control as needed during field survey work.

Task 4 – Water Main Pipe Routing & Easement Acquisition

Engineer will coordinate with the Client to determine a watermain pipe route and will work with the Client to determine the preferred route for the new watermain. One field meeting and one coordination meeting have been budgeted to evaluate the new alignment.

Engineer's right of way (ROW) subconsultant will contact the owners of Cowlitz County Parcel Nos. WJ1212008 and WJ1212010 to discuss options and determine whether either of them is interested in granting the required easement to allow the Client to route a new water main from the Carpenter Road reservoir to Powell Road. If either property owner is interested in granting an easement, the ROW subconsultant will prepare an Administrative Offer Summary (AOS). Once the AOS is prepared and endorsed by the Client, the ROW subconsultant will present an offer in the negotiated full amount to be paid for the easement to the property owner and attempt to reach a mutually acceptable agreement. Upon reaching an agreement, the ROW subconsultant will obtain signatures and provide the easement documents to the Client for payment to the owner and for recording with Cowlitz County.

The right of way subconsultant will provide the following:

- a) *Initial Owner Contacts:* ROW subconsultant will contact property owners and meet with them in person to evaluate if they are interested in proceeding with granting an easement.
- b) *Valuation of Proposed Acquisition Area:* ROW subconsultant will prepare an AOS for whichever owner shows interest in granting an easement to the Client for the needed transmission line.
- c) *Preparation of Documents:* ROW subconsultant will prepare a Real Property Voucher, Easement, Real Estate Excise Tax Affidavit and W-9 using formats approved by the Client. Engineer will provide any necessary legal descriptions and exhibit drawings.
- d) *Negotiations:*
ROW subconsultant will assemble the negotiation package, contact the property owner(s) to schedule an appointment to begin negotiations, and advise them of the

process. Absentee owner's, if any, will be contacted and negotiations conducted via telephone. Engineer will notify Client if contact cannot be made and request direction on how to proceed.

ROW subconsultant will assure negotiations are performed only to the limit of authority delineated by the title reports, project maps, determined fair market value, procedures manual, acquisition schedule, or written instructions issued by Client.

Once it is determined whether an easement can or cannot be obtained for the preferred water main alignment, the Consultant will move forward with Task 5.

Task 5 – Prepare 50% Drawings

- a) Engineer will use the topographic survey data to prepare base water line plan drawings.
- b) Prepare 50% Design Drawings: Engineer will prepare drawings for the project in AutoCAD Civil3D 2020 format, an opinion of probable construction cost with contingency and will incorporate Cowlitz County, WSDOT, Engineer and Client engineering standards as appropriate.

It is anticipated that the design drawings will consist of approximately 17 sheets including a cover sheet, an index, notes and legend sheet, 4 waterline plan and profile sheets, 3 pump station site plan and mechanical sections sheets, 2 architectural sheets, 4 electrical sheets and 2 detail sheets.

- c) Quality Control (QC) project review meetings with the Client and Engineer review team are scheduled for one time during preparation of the 50% drawings.
- d) Engineer will perform in-house QC review of the design documents near the 50% completion stage to ensure the documents are consistent in presentation of the design information.
- e) One set of the 50% drawings in electronic pdf format will be submitted to the Client for review and comment. Client comments will be incorporated into the 90% documents as appropriate.

Task 6 – Prepare 90% Drawings and Contract Documents

- a) Prepare 90% Design Drawings, contract documents and opinion of construction cost: Engineer will continue to prepare drawings for the project, building on the 50% documents. The Engineer will update the opinion of construction cost. Engineer will begin preparation of contract documents and technical specifications for the project.

It is anticipated the construction contract documents will consist of EJCDC up front documents consisting of Invitation to Bid, Instructions to Bidders, Bid Package, General and Supplementary Conditions, and Washington State Prevailing Wage Rates. The technical specifications will consist of applicable CSI technical specifications.

- b) Quality Control (QC) project review meetings with the Client and Engineer review team are scheduled for one time during preparation of the 90% drawings and specifications.
- c) Engineer will perform an in-house QC review of the design drawings near the 90% completion stage to ensure the documents are consistent in design information presentation.

- d) One set of the 90% drawings, contract documents and technical specifications in electronic pdf format will be submitted to the Client for review and comment. Client comments will be incorporated into the 100% documents as appropriate.

Task 7 - Prepare 100% Drawings and Contract Documents

- a) Prepare 100% Design Drawings and contract documents: Engineer will build on the 90% documents to complete the 100% drawings, contract documents and technical specifications. The Engineer's opinion of construction cost will be reviewed, updated as appropriate and finalized.
- b) Engineer will perform an in-house QC review of the design drawings near the 100% completion stage to ensure the drawings are consistent in presentation of the design information.
- c) The 100% design drawings and construction contract documents, ready for bid advertisement, will be provided in pdf format to the Client for review and comment. The documents will be suitable both for electronic distribution to prospective bidders and for reproduction.

Task 8 - Prepare DOH Project Pre-Design Report

Engineer will prepare a draft pre-design report to fulfill DOH requirements per WAC 246- 290-110, including the following sections: project background, project need, regulatory requirements, engineering calculations and design criteria, alternatives analysis, construction scheduling and sequencing, permitting, operation and maintenance considerations, anticipated construction cost and financing, and references. The draft report will be provided to the Client for review and comment. Client comments will be addressed, and the draft report revised as appropriate for submission to DOH for review.

Submit draft pre-design report, 90% plans, and specifications to DOH for review and comment.

Engineer will address DOH review comments as appropriate and will prepare a final pre-design report that will be resubmitted to DOH for final approval along with the 100% complete drawings and contract documents.

Task 9 - Prepare Permit Applications

The project will be constructed in the City limits of Castle Rock and no other right of way permit is required. The new waterline will be constructed crossing the existing high pressure gas lines between the Carpenter Road reservoir and Powell Road. Engineer will contact the gas company to determine the permits required to complete construction.

Task 10 - Bid Phase Services

Engineer will perform the following work under this task:

- a) Assist Client in advertising the project for construction bids.
- b) Receive questions from prospective bidders and prepare appropriate responses.
- c) Issue an addendum, if required, to identify, clarify, amend or expand the Bidding Documents.
- d) Review the bids received, verify low bidder's state licensing, check references for low bidder, and prepare a letter to Client consisting of the bid tabulation and the Engineer's recommendation regarding award of a construction contract.

The bid tabulation, the addendum, and the Engineer's letter of recommendation of award will be provided to the Client in pdf format.

Construction Phase Engineering Services

Construction phase engineering services are not included as part of this contract. If the Client desires Engineer to provide construction phase services, such services shall be authorized via an executed amendment to this authorization.

SCHEDULE

Work will be coordinated with the Client and the deliverables for the project will be provided to the Client in a mutually agreed upon time frame.

BUDGET

Engineer's estimated budget for the identified Scope of Work is \$197,750 and is presented in detail in the attached Exhibit A – Budget Estimate. Engineer agrees not to exceed this amount to complete the above Scope of Work without Client's prior authorization.

Authorized by:
City of Castle Rock, Washington

Date

February 22, 2023

Date

By:

Accepted: Gibbs & Olson, Inc.



By: Richard A. Gushman, President

Attachment:
Exhibit A – Budget Estimate

File: 0130.Pending

Authorization 2023-003 - Exhibit A - Budget Estimate

City of Castle Rock

Carpenter Road Water Pump Station & Powell Road Waterline Extension

February 22, 2023



Page 1 of 1

Design Phase Engineering Services														
Task	Description	Principal	Engineer VI	Engineer V	Engineer IV	Engineer III	Tech II	Land Surveyor	2 Man Surveyor	Word Processor	ROW Subcon.	Elect. Subcon.	Arch. Subcon.	Total
1	Project Management & Administration	4	16	4	16	8	0	0	0	4	\$0	\$0	\$0	\$9,060
2	Gather and review background data	0	2	2	2	2	0	0	0	0	\$0	\$0	\$0	\$1,396
3	Topographic Survey	0	2	0	2	0	0	40	36	0	\$0	\$0	\$0	\$13,952
4	Water Main Pipe Routing & Easement Acquisition	0	4	4	16	16	0	0	0	0	\$30,500	\$0	\$0	\$40,732
5	Prepare 50% Drawings	0	12	12	24	60	20	0	0	2	\$0	\$10,000	\$6,000	\$37,764
6	Prepare 90% Design Drawings and Contract Documents	2	16	8	40	60	20	0	0	4	\$0	\$9,500	\$6,000	\$40,608
7	Prepare 100% Design Drawings and Contract Documents	2	12	8	32	40	16	0	0	4	\$0	\$9,300	\$5,000	\$33,760
8	DOH Project Report	0	6	2	16	20	4	0	0	2	\$0	\$0	\$0	\$7,798
9	Prepare Permit Applications	0	2	2	10	12	2	0	0	0	\$0	\$0	\$0	\$4,436
10	Bid Phase Services	0	4	2	10	6	2	0	0	0	\$0	\$2,200	\$500	\$6,982
Subtotal		8	76	44	168	224	64	40	36	16	\$30,500	\$31,000	\$17,500	\$196,488
Mileage														
GPS Survey Equipt - 1 unit x 7 hrs/unit x \$35/hr/unit														
Robotic Total Station - 1 unit x 20 hrs/unit x\$25/hr/unit														
Miscellaneous Project Expenses														
Total Budget Estimate														