



CASTLE ROCK CITY COUNCIL AGENDA

Regular Meeting: Monday, June 12, 2023
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 - 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

- a. To take public testimony on the City's Six-Year Transportation Plan for fiscal years 2024-2029. (page 3-10)

7. CONSENT AGENDA

- a. Approve the minutes of the May 22, 2023 Regular Council Meeting. (page 11-13)
- b. Approve the May 2023 invoices as described in the Fund Transaction Summary Report in the amount of \$1,343,544.59. (page 14-15)

8. OLD BUSINESS

9. NEW BUSINESS

- a. Resolution No. 2023-02, a resolution relating to the Six-Year Transportation Improvement Plan. (page 16)

b. Special Event Permit #2023-0013; Castle Rock Fair Parade; July 13, 2023 at 6:00 PM. Insurance has not yet been received. Street closure request includes: (page 17-24)

- Huntington Ave S
- Cowlitz St W
- 2nd Ave SW
- B St SW
- Front Ave S

c. Interlocal Agreement for Prosecuting Services renewal with City of Kelso. Services in 2023 will cost \$29,335 plus additional costs for trials or appeals. (page 25-30)

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT REGULAR COUNCIL MEETINGS:

<u>2Q23</u>	<u>3Q23</u>	<u>4Q23</u>	<u>1Q24</u>
April 10	July 10	October 09	January 08
April 24	July 24	October 23	January 22
May 08	August 14	November 13	February 12
May 22	August 28	November 27	February 26
June 12	September 11	December 11	March 11
June 26	September 25	Wednesday, December 27	March 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 Public Hearing
Six-Year Transportation Plan

The Castle Rock City Council will hold a public hearing during the regular meeting of the Castle Rock City Council on Monday, June 12, 2023 starting at 7:30 PM, located at the Castle Rock Senior Center, 222 Second Ave SW, Castle Rock, Washington. Virtual connection information will be included on the agenda and posted online. Public comment can be submitted in advance to ccuttonaro@ci.castle-rock.wa.us.

The purpose of this meeting is to take testimony on the proposed Six-Year Transportation Plan for 2024 - 2029. Please contact the Clerk-Treasurer's Office to request a copy of the proposed transportation plan.

Anyone interested may appear and be heard in regard to this public hearing at the above-mentioned time and place. Any testimony will be taken into consideration when the City Council discusses the issue during regular session. City Council action may be taken at this meeting.

For more information, please contact Clerk-Treasurer Carie Cuttonaro at City Hall, 360.274.8181, email ccuttonaro@ci.castle-rock.wa.us, or Public Works Director David Vorse 360.274.7478, email crpwd@ci.castle-rock.wa.us.

Published: The Daily News May 25, 2023



Six Year Transportation Improvement Program From 2024 to 2029

Agency: Castle Rock

County: Cowlitz

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
04	1	Huntington Avenue - River Front Trail Pedestrian Lighting - SRRTS Phase 2 Huntington Avenue - SR 411 Larsen Lane to Lions Pride Park This project will install pedestrian friendly lights along Castle Rock's Riverfront trail which is an identified section of the SRRTS, install sidewalk adjacent to existing curb on Huntington Avenue, and provide a pedestrian crossing near the intersection of Huntington Avenue with Larsen Lane. The project will also update pedestrian signal heads and associated traffic control signals at the intersection of I-5 Exit 49 on/off ramps with SR411 and SR504.	WA-14408	06/12/23	06/26/23			28		0.300	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024	TA(R)	43,163		0	6,737	49,900
S	CN	2024	TA(R)	330,689		0	51,611	382,300
Totals				373,852		0	58,348	432,200

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	49,900	0	0	0	0
CN	382,300	0	0	0	0
Totals	432,200	0	0	0	0



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04	2	Huntington Avenue S. Roundabout Huntington Avenue S. 500' N of 1955 Huntington Ave S to 500' S of 1955 Huntington Ave S An intersection improvement along Huntington Avenue S. at the future entrance into the Landing on the Cowlitz development. The conceptual roundabout will require additional right-of-way from neighboring properties for construction. The proposed improvements include a single-lane roundabout with center landscape island and a concrete truck apron to accommodate maneuvering of large truck traffic through the intersection from the Landing on the Cowlitz development. Widening of Huntington Avenue S. including asphalt, curb and gutter, concrete sidewalk, signing, striping, stormwater management, and landscaping improvements are proposed with this project.	WA-15119	06/12/23	06/26/23			04	C G P S T W	0.200	EA	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2024	STBG(R)	425,970	WSDOT	66,480	242,550	735,000
P	RW	2024	STBG(R)	115,910	WSDOT	18,090	66,000	200,000
P	CN	2027	STBG(R)	4,569,750	WSDOT	713,200	2,602,050	7,885,000
Totals				5,111,630		797,770	2,910,600	8,820,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	735,000	0	0	0	0
RW	200,000	0	0	0	0
CN	0	0	0	7,885,000	0
Totals	935,000	0	0	7,885,000	0



Six Year Transportation Improvement Program From 2024 to 2029

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06	3	Pleasant Hill Road Reconstruction Pleasant Hill Road Huntington Avenue South to South City Limits Full depth reclamation, hot mix asphalt overlay and adjustment or replacement of guardrail between Huntington Avenue South and the South City Limits.	WA-12807	06/12/23	06/26/23			04	C P T	0.360	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2025	STBG	55,450	TIB	54,620	11,530	121,600
P	CN	2026	STBG	423,760	TIB	420,380	88,260	932,400
Totals				479,210		475,000	99,790	1,054,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	121,600	0	0	0
CN	0	0	932,400	0	0
Totals	0	121,600	932,400	0	0



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06	4	Roake Ave SE, Front Ave S and Huntington Ave S Pedestrian Improvements Front Ave S Cowlitz St E to Dike Rd Remove 4 existing flashing beacons and replace with 4 flashing beacons with radar feedback signs, add 3 radar feedback signs to existing flashing beacons and construct 4 ADA sidewalk bulb outs for pedestrian crossing.	WA-14434	06/12/23	06/26/23			28		0.500	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026	SRTS	46,540		0	7,260	53,800
P	CN	2026	SRTS	356,640		0	55,660	412,300
Totals				403,180		0	62,920	466,100

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	53,800	0	0
CN	0	0	412,300	0	0
Totals	0	0	466,100	0	0



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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	5	Bond Road Overlay Bond Road South City Limits to North City Limits Spot repair and grinding of existing roadway surface, followed by 0.20' asphalt overlay.	WA-12039	06/12/23	06/26/23			05		0.700	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0	TIB	53,700	2,800	56,500
P	CN	2027		0	TIB	409,950	21,550	431,500
Totals				0		463,650	24,350	488,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	56,500	0
CN	0	0	0	431,500	0
Totals	0	0	0	488,000	0



Six Year Transportation Improvement Program From 2024 to 2029

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06	6	PH 10 Hwy Improvements PH 10 Highway Cowlitz River Bridge to West Side Highway Reconstruction of PH 10 Highway from the west side of the bridge over the Cowlitz River to the intersection with West Side Highway. Raise the road elevation to provide access during high water conditions. Provide new sidewalk and illumination on one side.	WA-11257	06/12/23	06/26/23			04		0.360	EA	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2028	STBG(R)	6,321,000		0	0	6,321,000
Totals				6,321,000		0	0	6,321,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	6,321,000
Totals	0	0	0	0	6,321,000

	Federal Funds		State Funds	Local Funds	Total Funds
Grand Totals for Castle Rock	12,688,872		1,272,770	3,131,658	17,093,300



Six Year Transportation Improvement Program From 2024 to 2029

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MPO/RTPO: SWW RTPO

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	7	3rd Avenue Overlay Cowlitz Street West to Dike Road SW Spot repairs and grinding of existing pavement, followed by 0.2' asphalt overlay.	WA-12028	06/12/23	06/26/23			05		0.500	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2029		0	TIB	28,500	1,500	30,000
P	CN	2029		0	TIB	218,500	11,500	230,000
Totals				0		247,000	13,000	260,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	30,000
CN	0	0	0	0	230,000
Totals	0	0	0	0	260,000

	Federal Funds		State Funds	Local Funds	Total Funds
Grand Totals for Castle Rock	0		710,650	37,350	748,000

1. CALL TO ORDER

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

a. Pledge of Allegiance

Mayor Helenberg led the Pledge of Allegiance.

b. Roll Call

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

Staff present: Police Chief Charlie Worley, City Attorney Frank Randolph, City Engineer Tom Gower, City Planner Malissa Paulsen, Public Works Senior Operator Tyler Stone, and Clerk-Treasurer Carie Cuttonaro.

c. Changes to Agenda

2. PROCLAMATIONS & PRESENTATIONS

a. Scholarship Presentation by Myron Nelson. Recipients: Easton Ashby, Paysley Blevins, Rachel Holliday, Jordynn Madden, and Olivia Pomeroy

On behalf of Myron Nelson and the Castle Rock Senior Center, Jodi Hadaller presented the scholarship recipients to the council and community.

The attending recipients, Easton Ashby, Paysley Blevins, Olivia Pomeroy, and Jordynn Madden verbally presented their individual essays.

3. CITIZEN COMMENTS - maximum 3 minutes

Loretta Morgan provided public comment.

4. DEPARTMENT REPORTS

- City Attorney Frank Randolph

- Police Chief Charlie Worley

- Public Works Senior Operator Tyler Stone

1. SR411 Bridge Progress Update

Senior Operator Tyler Stone gave a verbal report.

- City Engineer Tom Gower

City Engineer Tom Gower gave a verbal report.

- Clerk-Treasurer Carie Cuttonaro

1. Expenditure, Revenue, Cash & Investments Reports (page 3-7)

Clerk-Treasurer Carie Cuttonaro gave a verbal report.

5. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers
Mayor Helenberg gave a verbal report.
- CRCDA Representative

6. PUBLIC HEARINGS

7. CONSENT AGENDA

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

- a. Approve the minutes of the May 8, 2023 Regular Council Meeting. (page 8-10)

8. OLD BUSINESS

- a. Ordinance No. 2023-05, an ordinance of the City of Castle Rock relating to Flood Damage Prevention; amending Chapter 15.24 of the Castle Rock Municipal Code, on second reading. (page 11-68)

Mayor Paul Helenberg provided comment.

Councilmember Lee made a motion, seconded by Queen to approve Ordinance No. 2023-05 on second reading. Motion carried by roll call vote. Councilmembers Lee, Queen, Simonsen, and Rose voted 'Aye'.

9. NEW BUSINESS

- a. Endpoint Detection and Response (EDR) cybersecurity solution for devices connected to Vision network. Initial costs are \$2,139.48 (including installation and tax) with annual renewal costs of \$816.48 (including tax). (page 69-70)

Clerk-Treasurer Carie Cuttonaro presented.

Councilmember Lee made a motion, seconded by Queen to approve the purchase of EDR for devices connected to Vision. Motion carried by roll call vote. Councilmembers Lee, Queen, Simonsen, and Rose voted 'Aye'.

- b. City Hall Exterior Painting Quotes (page 71)

Councilmember Lee made a motion, seconded by Rose, to approve the exterior painting of City Hall by the lowest bidder, Pacific Federal Construction. Motion carried by roll call vote. Councilmembers Lee, Queen, Simonsen, and Rose voted 'Aye'.

10. OTHER BUSINESS

Councilmember Ellen Rose provided comment.

Cowlitz County Commissioner Rick Dahl provided comment.

11. ADJOURNMENT

There being no further business, Mayor Helenberg adjourned the meeting at 8:06 PM.

Mayor Paul Helenberg

Clerk-Treasurer Carie Cuttonaro

As of this date, 6/12/2023, the Council by a majority vote, does approve payment of the vouchers included in the Fund Transaction Summary Report, and further described as:

General Expenditures

<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Adjustment/EFT	EFT#999-5/2023	7,549.00	5/25/2023
Adjustment/EFT	EFT#1002-5/2023	162.38	5/4/2023
Claims	Voided Check # 54096 - Lost	(2,407.56)	5/16/2023
Claims	Check 54318 - 54320	2,933.21	5/16/2023
Claims	Check 54321	1,400.69	5/24/2023
Claims	Check 54322 - 54326	56,251.71	5/25/2023
Claims	Check 54327	1,464.93	5/31/2023
Claims	Check 54328 - 54391	1,076,106.78	5/31/2023
		<u>1,143,461.14</u>	

Payroll Expenditures

<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Mid-Month Draw	Nacha # 975341	21,550.00	5/15/2023
Mid-Month Draw	Taxes	5,480.00	5/15/2023
EOM Payroll	Nacha # 987937	72,097.84	5/31/2023
EOM Payroll	Checks 26434 - 26449	62,698.14	5/31/2023
EOM Payroll	Taxes	30,853.15	5/31/2023
EOM Payroll	Voided Check #26435 - Lost	(1,060.82)	
EOM Payroll	Replacement Check #26450	1,060.82	
Uniform Allowance	Checks	-	
Uniform Allowance	Taxes	-	
Accrued - Quarterly Payroll Tax - L&I	May	5,535.18	
Accrued - Quarterly Payroll Tax - ESD	May	275.71	
Accrued - Quarterly Payroll Tax - PFML	Apr	777.92	
Accrued - Quarterly Payroll Tax - PFML	May	815.51	
		<u>200,083.45</u>	

TBD Expenditures

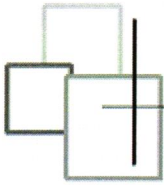
<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Adjustment/EFT	EFT#	-	
Adjustment/EFT	EFT#	-	
Claims	Check	-	
Claims	Check	-	
		<u>-</u>	

	<u>Amount</u>	<u>Payment Date</u>
Grand Total Expenditures	1,343,544.59	5/1/2023 - 5/31/2023
Fund Transaction Summary Report	1,343,544.59	
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: 2023 - May - Jun - City Council
System Types: Cash Management, Financials, Payroll, Resources, UB2, Utility Billing

Fund Number	Description	Amount
010	General Fund	\$120,204.87
100	Street Fund	\$7,465.89
115	Building Code Account Fund	\$2,424.14
120	Visitor Center Fund	\$1,600.90
130	Library Fund	\$538.77
145	Local Criminal Justice Fund	\$6,594.68
170	DOT Spoil Site Fund	\$17,010.82
320	Street Construction Capital Fund	\$5,480.22
400	Water/Sewer Operating Fund	\$216,752.73
410	Regional Water System Fund	\$32,897.71
420	Stormwater Management Fund	\$10,310.02
425	Stormwater Capital Reserve Fund	\$6,323.89
430	Regional Water Capital Improvement	\$73.50
435	Muni Water Capital Improvement	\$909,430.66
470	Muni Sewer Capital Imprv Reserve	\$4,886.29
475	Boat Launch Facility Fund	\$1,157.87
634	State Custodial Pass-Thru Fund	\$391.63
Count: 17		\$1,343,544.59

RESOLUTION NO. 2023-02

A RESOLUTION RELATING TO THE SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN

WHEREAS, pursuant to the requirements of RCW 35.77.010, Laws of the State of Washington, the City of Castle Rock has prepared the annual update to its Six-Year Transportation Improvement Program for the ensuing calendar year 2024 – 2029; and

WHEREAS, pursuant to said law, the City Council of the City of Castle Rock, being the legislative body of said City did hold a public hearing on said plan at 7:30 PM in the Senior Center of said City Hall on the 12th day of June, 2023.

NOW, THEREFORE BE IT RESOLVED, that a copy of said revised Six-Year Transportation Improvement Program for the ensuing six calendar years 2024 through 2029, together with a copy of this resolution, be filed with the Director of Highways of the State of Washington.

ADOPTED (unanimously/majority) on this ____ day of _____, 2029.

Mayor Paul Helenberg

Councilmember Art Lee

Councilmember Lee Kessler

Councilmember John Earl Queen

Councilmember Paul Simonsen

Councilmember Ellen Rose

Attest:

Approved as to form:

Carie Cuttonaro, Clerk-Treasurer

Frank Randolph, City Attorney

Review / Authorization

Primary Responsible Department: Finance

Permit No. 2023-0013

Castle Rock Fair Association - Parade

Barbara Rider 360.274.4136

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

Comments and Conditions

☐ Finance Carie Cuttonaro, Clerk-Treasurer Date:	
☒ Fire (Cowlitz County Fire District 6) Bill LeMonds, Fire Chief Date: 5/17/2023	No issues
☒ Police Charlie Worley, Chief Date: 5/17/2023	No issues
☒ Public Works / Engineering Dave Vorse, Public Works Director Date:	
☐ Parks	
☒ Streets	Parade route will require many street closures.
☒ Traffic	PW will work the police department on traffic control during the time of the parade.
☐ Other	
☐ Building/Planning, if needed	
Additional Comments: Have not received insurance information yet.	
☐ Approved ☐ Denied	Primary responsible department signature _____ Date _____



Special Event Permit

Permit No. **2023-0013**

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

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

Contact Information

Organization/Sponsor Castle Rock Fair		Address/City/State/Zip PO Box 655 Castle Rock, WA	
Contact Person Barbara Rider	Phone 360-274-4136	Email berider@cni.net	
As contact person, are you authorized by the Organization/Sponsor to act on its behalf? ☒ YES ☐ NO		Address/City/State/Zip (if different from above) 325 Ogden Rd Castle Rock, WA	
		Phone	Email
Are there other individuals authorized to act on behalf of the Organization/Sponsor? ☒ YES ☐ NO If yes, please provide their name and contact information: Brian Flatt 360-572-0809			

Event Information

Event Name Castle Rock Fair Parade		Date(s) of event July 13, 2023	Estimated # of participants for event 800
Start Time 6:00 AM	End Time 7:30 AM	Setup Time 5:00 AM	Takedown Time 7:30 AM
Is this an annual event? ☐ YES ☐ NO*		Applicant may be required to collect approval signatures from neighboring or affected residents and/or business owners.	
Have you previously requested a permit for such activity? Yes		If yes, approximate date? July 14, 2022	
Are participants required to pay a fee? NO		Are participants to make a donation? NO	
Will this event impede traffic? ☒ YES ☐ NO		Follow traffic, pedestrian and bike laws? ☒ YES ☐ NO	
		Utilize sidewalks only? ☐ YES ☒ NO	
Details of event (Please include a detailed map showing location of event and copies of any proposed brochures, posters, flyers, or mailings you desire to use to advertise this event. Additionally, please identify on the map where volunteers will be placed to assist with this event. Include additional pages if needed to fully explain details.)			

Type of Use

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

Received

-1-

MAY 16 2023

IP

Castle Rock
Finance

Special Event

City Assistance Requested

Public Works Division (example: street closure, signage, signal adjustment, facility availability, additional sanitation/garbage, restrooms) - Explain	Police Department (example: traffic, patrol, security) - Explain
	Other - Explain

Insurance Information

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

Agreement

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

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

Applicant Name (please print) Barbara Rider	Applicant Signature Barbara Rider
Organization/Title Castle Rock Fair: Treasurer	Date 5-9-23

Add additional information on separate sheets as needed.

City Use Only

Other permits required in conjunction with this permit:

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

Fees/Payments/Refunds

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

Proof of insurance required? ☐ Yes ☐ No

Bond Required? ☐ Yes ☐ No



WAIVER of LIABILITY

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

Organization: Castle Rock Fair

Title of Event: Parade

Date of Event: July 13, 2023

Phone Number: 360-274-4136

Name of Applicant (please print): Barbara Rider

Signature of Applicant: Barbara Rider

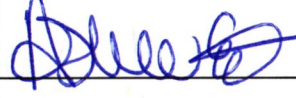
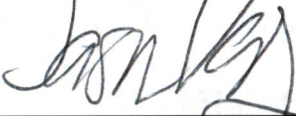
Date Signed: 5-9-23

Received
4A
MAY 16 2023
2023-0013
Castle Rock
Finance
Special Event

Special Event Signature Collection Sheet

Event: Castle Rock Fair Parade Date: July 13, 2023 Time: 6:00 pm to 7:30 pm

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

Name	Signature	Business	Address	In Favor	Not in Favor
W (Mike) Hickman		Business & Tax Services Inc	47 Cowlitz St W	—	
Patrick LaBacum		NAPA Auto Parts	105 Huntington Ave S	—	
Karl Germunson	OK by Phone!	KGermunson Surveying Inc	33 Cowlitz St. W	✓	
Jana Gann		Knotty Stitches	105 Cowlitz St. W	✓	
Ashlee Eatherton		Stylish Salon	127 1st Ave SW.	✓	
Ashlee Eatherton		Crosscut Taproom	21 W. Cowlitz Street	✓	
Jason Vase		Pollentier	101 Frank Ave.	✓	

Received

44

MAY 16 2023

2023-0013

Castle Rock

Finance

Special Event

Special Event Signature Collection Sheet

Event: Castle Rock Fair Parade Date: July 13, 2023 Time: 6:00 PM to 7:30 PM

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

Name	Signature	Business	Address	In Favor	Not in Favor
AMY CLAYPOOL	AMY CLAYPOOL	CRAZ	2 Cowlitz St. West	✓	
Kari Murfitt	Kari Murfitt	Greener Futures	10 Cowlitz St W	✓	
Jennifer Engkraf	Jennifer Engkraf	Vault Books & Brew	20 Cowlitz St W	✓	
Rusty Eich	Rusty Eich	Bred fields		✓	
Jaki Millo	Jaki Millo	CMGWA	113 15 th Ave SW	✓	
Jill Rodeback	Jill Rodeback	C.R. Phy.	117 - 1st Ave SW	✓	
Darryl Henry	Darryl Henry	CR PT	51 Cowlitz St W	✓	

Received

KA

MAY 16 2023

2023-0013
Castle Rock
Finance
Special Event

Special Event Signature Collection Sheet

Event: Castle Rock Fair Parade Date: July 13, 2013 Time: _____ to _____

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

Name	Signature	Business	Address	In Favor	Not in Favor
Linda Moody	Linda Moody	The Rock	28	✓	

Received
 KA
 MAY 16 2013
 2023-0013
 Castle Rock
 Finance
 Special Event

APPROXIMATE SCALE IN FEET

CITY MAP
CASTLE ROCK
COWLITZ COUNTY

1993

1993 POPULATION 2,075

GREEN ACRES DR
GREEN ACRES WY

- 1. FOWLER LN
- 2. ODMARK LN
- 3. TAYLOR LN

MADDUX AV

MOSIER RD

HIBBARD ST
6TH AV
5TH ST
4TH ST
3RD ST
2ND ST
1ST ST

DIANE ST
HIBBARD ST
CUMMINGS ST
MICHNER ST
SHEAR ST
L.L. PARK

Received
KA
MAY 16 2023
2023-0013
Castle Rock
Finance
Special Event

1. DOWNY ST
2. MALLORY ST
3. COWLITZ VIEW CT

BARR ST
CHERRY ST
SHINTAFFER ST
JACKSON ST

ROSE CT
MERRILL CT
NORTHWOOD CT
ALDER ST
MAPLE ST
ROAKE CT
THOMPSON ST
CEDAR ST

COWLITZ

KIRBY AV
S ROAKE AV
ALLEN AV
HUNTINGTON

EDGEWOOD CT
LAKEWOOD CT
CLEARWOOD CT
BRIERWOOD CT

APPLEMAN DR
METS RD

BULAND DR

OLD BOYD LN
SPIRIT LAKE HWY
MOUNT ST. HELENS WAY

PUMPHREY LN
BUKER LN
DOUGHERTY WAY
WALSH AV
McCOY ST

RAMSEY ST
SEARLS CT
LITTLE CT
EATON CT

BALGER ST
WOODARD AV
NORTH ST
LaRUE ST
GREEN ST

HELTON ST

POWELL

PEROUTKA RD
BOND RD
1-5

SALMON CREEK LN
Salmon

ALBERT

Interlocal Agreement for Prosecution Services

This Agreement is entered into by and between the City of Kelso ("Kelso"), Washington, a municipal corporation, and the City of Woodland, a municipal corporation, City of Kalama, a municipal corporation, and City of Castle Rock, a municipal corporation.

Whereas, the Parties to this Agreement contract with Cowlitz County District Court for the provision of municipal court services and previously contracted with the same outside counsel for the provision of prosecution services within their respective jurisdictions; and

Whereas, changes to the Cowlitz County District Court have increased the manpower and cost required to provide prosecution services; and

Whereas, it is more efficient and economical to cooperate in providing prosecution services instead of each jurisdiction separately providing such services.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement and the exercise of the authority under the Interlocal Cooperation Act, RCW 39.34, the Parties do hereby agree as follows:

1. Purpose.

The purpose of this agreement is to provide effective and efficient municipal prosecution services within the jurisdictions of the Cities who are parties to this Agreement by consolidating the prosecution services within one city.

2. Services.

Kelso agrees to furnish all personnel, materials, and services and to do all things necessary and incidental to the performance of the prosecution services as more particularly set forth in Exhibit "A" attached hereto and incorporated herein by reference, ("Prosecution Services").

Kelso agrees to provide a City Prosecuting Attorney ("PA"), licensed by the State of Washington and in good standing with the Washington State Bar Association, and such other staff or contracted professionals as is necessary to perform Prosecution Services for the City of Woodland, the City of Kalama, and City of Castle Rock (hereinafter "Contracting Cities).

In the provision of services under this Agreement the PA will endeavor to perform the Prosecution Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

3. Term.

The Term of this Agreement shall commence on July 1, 2023 and shall remain in effect until December 31, 2023 unless sooner terminated according to the provisions herein. The Agreement may be extended for additional periods of time upon mutual written agreement of the Parties.

4. Compensation.

- A. In consideration of Kelso performing prosecution services the Contracting Cities agree to pay their proportional share of all costs associated with the salary and benefits of the full time PA and the Part time PA. The part time wage is based on 60 hours per month of work by the part time PA. This cost will take effect July 1st, 2023. The annual cost per agency is listed below along with the monthly breakdown per agency.
- a. The City of Woodland shall pay the City of Kelso a sum of \$46,051 annually, or \$3,837.58 per monthly payable on or about the first day of each month.
 - b. The City of Castle Rock shall pay the City of Kelso a sum of \$29,335 annually, or \$2,444.58 monthly payable on or about the first day of each month.
 - c. The City of Kalama shall pay the City of Kelso a sum of \$27,107 annually, or \$2,258.92 monthly payable on or about the first day of each month.
- B. Salary Schedule increases. The amounts set forth in Paragraph 4.A represent each Parties proportional share of the total cost of any salary and benefits associated with the provision of services—excluding appeals. The Contracting Parties agree that Kelso may increase the monthly payments in Paragraph 4.A to account for the direct costs to Kelso of any annual salary schedule increases, benefit increases, or minimum wage increases to pay for increases to the salary and benefits. Kelso shall provide sixty (60) days’ notice of any cost-of-living salary adjustment or any employee classification change or changes to tax, pension, state or federally-mandated insurance, or health insurance premium rates, or the City employee’s election of certain health benefit options that result in additional costs that exceed the amount specified in Paragraph 4.A.
- C. For any trial, or any appeal, the Contracting Cities agree to pay an additional \$500.00 for the case upon receipt of invoice. For any appeal to the Washington State Court of Appeals or Washington State Supreme Court, Kelso may contract with outside counsel for such appeals and the Contracting Cities agree to pay such additional costs for outside counsel for the case upon receipt of invoice. Kelso will advise the Contracting Cities of the need for such outside counsel services and will work with the Contracting Cities to minimize any appellate costs.
- D. In addition, the Contracting Cities agree to pay a one-time \$250 fee for Kelso to acquire the necessary software to perform the services. The City will own any software and be responsible for updates and maintenance.

5. Indemnification.

Each party shall defend, protect, and hold harmless the other party from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of that party’s employees, agents and/or authorized subcontractor(s) while performing this contract. No liability shall attach to either party by reason of entering into this agreement, except as expressly provided herein. Each party to this agreement

shall be responsible for the negligence of its officers, employees, and agents in the performance of this agreement.

Kelso does not assume any liability for or in any way release the Contracting Cities from any liability or responsibility to the extent that it arises from the existence of effect of the Contracting Cities ordinances, policies, rules, or regulations. To the extent that any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability or validity of such ordinance policy rule or regulation is at issue, the Contracting City shall defend the same at its sole expense and if judgement is entered, shall fully satisfy the same, including all chargeable costs and reasonable attorney's fees.

With respect to the performance of this agreement and as to claims arising hereunder, each party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the statutory right of each party to contribution as provided in RCW 4.22.040 shall extend to any claim brought by or on behalf of any employee of the other party. This waiver is mutually negotiated by the parties to this agreement, and is made specifically for application in connection with an action brought by one of the parties to enforce its right to contribution, notwithstanding the provisions of RCW 4.22.070 as applicable in a claimant's original action.

6. Administration.

This Agreement will be administered by the City of Kelso.

7. Independent Contractor.

The parties intend that an independent contractor relationship will be created by this Agreement. The Contracting Cities will not exercise control and direction over the work of the PA. However, the results of the work contemplated by this agreement must meet the approval of the Contracting Cities and shall be subject to the Contracting Cities general rights of inspection and review to secure the satisfactory completion of the services.

The implementation of services under this Agreement will be within the discretion of the PA. The PA may be an employee of the City of Kelso or an outside contractor. Employees of Kelso are and will remain employees of Kelso and Employees of the Contracting Cities are and will remain employees of the Contracting Cities. Kelso will be solely and entirely responsible for the acts of the PA and any acts of its employees or agents performing work under this Agreement.

8. Insurance.

The City of Kelso is a member of the Washington Cities Insurance Authority Risk Pool and the liability coverage through the risk pool is acceptable to the Contracting Cities.

9. Termination.

This agreement may be terminated by the City of Kelso or by any two or more of the Contracting Parties by giving ninety (90) days written notice to the other parties. Any of the Contracting Parties may withdraw from the Agreement by giving ninety (90) days written notice to the other parties. In the event of the notice of withdrawal of any of the Contracting Parties, Kelso may reopen negotiations concerning paragraph 4, Compensation and the parties agree to negotiate in good faith concerning any changes to compensation.

10. Miscellaneous Provisions.

- a. Amendment. No provisions of this Agreement may be amended or modified except by written agreement signed by the Parties.
- b. Assignment. No party shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other parties.
- c. Third Party Benefit. This agreement is intended for the benefit of the parties and is not intended to create third party beneficiaries.
- d. Entire Agreement. This Agreement contains all the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.
- e. Property and Equipment. No real property ownership is contemplated by this agreement. Any personal property or equipment necessary for the performance of services under this agreement shall be the responsibility of the City of Kelso and owned by the Kelso.
- f. Severability. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- g. Attorney Fees. In the event either party brings a lawsuit to enforce the terms of this Agreement, or arising from a breach of this Agreement, the prevailing party shall be entitled to its costs and attorneys' fees for bringing or defending against the action.
- h. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.
- i. Counterparts. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

- j. Filing. The City of Kelso will file this Agreement with the Cowlitz County Auditor's office and post on its website

IN WITNESS WHEREOF, the Parties below execute this Interlocal Agreement which shall become effective on the last date entered below:

City of Kelso	City of Woodland
By: _____	By: _____
Andrew Hamilton, City Manager Address:	Name, Title Address:
Date:	Date:
Approved as to form:	Approved as to form:
By: _____ Janean Parker, City Attorney	By: _____ Name, Title
City of Kalama	City of Castle Rock
By: _____	By: _____
Name, Title Address:	Name, Title Address:
Date:	Date:
Approved as to form:	Approved as to form:
By: _____ Name/Title	By: _____ Name/Title:

Exhibit A

Scope of Prosecution Services

- A. The City of Kelso will be responsible to assign a person to be the Prosecuting Attorney ("PA") who is qualified and able to provide the services needed to represent the Contracting Cities as the primary prosecutor in matters before the Cowlitz County District Court. This includes representation for all stages of criminal proceedings for criminal misdemeanors and gross misdemeanors, criminal traffic misdemeanors and gross misdemeanors, and contested traffic infractions. The PA will be present at all stages of criminal proceedings including in-custody bail hearings, arraignments, pretrial conferences, motion hearings, bench trials, jury confirmation hearings, jury trials, and post-conviction posttrial motions and appeals. The PA will also represent the Contracting Cities at contested traffic hearings when the defendant is represented by counsel, or when witnesses have been called to testify.
- B. The PA will be responsible for providing all the legal support work necessary to support the prosecution of the Contracting Cities cases.
- C. The PA will represent the Contracting Cities in matters on appeal before the Cowlitz County Superior Court, Washington State Court of Appeals, and the Washington State Supreme Court. These are very infrequent but would include the writing of a brief in response to the appellant's brief and appearance at all appellate proceedings. The PA will timely inform the Contracting City's City Attorney of all matters set for trial and all appeals.
- D. The PA will be responsible for the following:
 - a. Review the police reports referred for charging sufficiency.
 - b. Respond timely with the necessary communication back to the police department.
 - c. Meet with the police department on a regular basis, communicate regularly and timely with the police department in order to assist with case investigation, to prepare officers as witnesses for evidentiary motions and for trial, and to provide feedback to officers and their superiors on matters relating to charges filed
 - d. Regularly communicate with and provide feedback to the Police Chief or Police Commander on criminal matters relating to police investigation and charging decisions
- E. The PA agrees to be available by telephone for communication with witnesses, police and Contracting City staff and provide timely responses to messages during times of unavailability. The PA will provide a telephone number to the Contracting Cities for regular business contacts as well as a telephone number whether the same or different number for purposes of police investigation advice during non-business hours between 5:00 pm and 8:00 am. This number is expected to be used infrequently and only for emergent legal issues.
- F. Kelso shall have the right to determine which employees, staff, or outside contractors will provide prosecution services under this Agreement. If the PA is on vacation or has a conflict of interest on a case Kelso will arrange for alternative service.
- G. The PA agrees to timely inform the Contracting Cities City Attorney of issues that will cause liability for the Contracting City or have the potential to expose the City to liability.