



CASTLE ROCK CITY COUNCIL AGENDA

Regular Meeting: Monday, September 11, 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

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
1. Utility Adjustment Information

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 August 28, 2023 Regular Council Meeting. (page 3-5)
- b. Approve the August 2023 invoices as described in the Fund Transaction Summary Report in the amount of \$614,550.48. (page 6-7)

8. OLD BUSINESS

9. NEW BUSINESS

- a. Change Order to the 2023 Joint Agency Pavement Overlay Project in the amount of \$62,712.00, increasing the total cost to \$89,960.26, plus applicable tax. (page 8-12)

b. Request to declare five Police Department issued firearms as described as surplus and use as trade-in at On Target Outdoors for credit toward other equipment purchases by the Department. (page 13)

c. Ordinance No. 2023-08, an ordinance renewing for an additional six months the six-month moratorium established in Ordinance No. 2023-04 on the acceptance of applications for development activities or other permit applications for nonconforming lots in residential zones. (page 14-15)

d. Resolution No. 2023-05, a resolution authorizing the submission of an application for grant funding assistance to the Recreation and Conservation Office (RCO) for the Castle Rock Park and Trail Maintenance Phase 1 Project. (page 16-18)

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT REGULAR COUNCIL MEETINGS:

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

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.

1. CALL TO ORDER

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

a. Pledge of Allegiance

Mayor Helenberg led the Pledge of Allegiance.

b. Roll Call

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

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

c. Changes to Agenda

2. PROCLAMATIONS & PRESENTATIONS

a. Constitution Week Proclamation (page 3)

Mayor Paul Helenberg proclaimed the week of September 17th - 23rd, 2023 as Constitution Week in the City of Castle Rock.

Ava Berry of the Mary Richardson Walker Chapter of the Daughters of the American Revolution presented the Mayor and Councilmembers with a pocket edition of the Constitution.

3. CITIZEN COMMENTS - maximum 3 minutes

4. DEPARTMENT REPORTS

- City Attorney Frank Randolph

- Police Chief Charlie Worley

- Public Works Director Dave Vorse

Public Works Director Dave Vorse gave a verbal report.

- City Engineer Tom Gower

- Clerk-Treasurer Carie Cuttonaro

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

Clerk-Treasurer Carie Cuttonaro gave a verbal report and stated the reports that are in the packet were cut off so she will send out new reports.

5. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers

1. Fred Johnson, CAP President, is looking to fill an open position on the Lower Columbia

Community Action Program Board of Directors. (page 9-16)

Mayor Helenberg volunteered to be on the Lower Columbia Community Action Program Board of Directors.

2. Pre-Budget Workshop is scheduled for Thursday (8/31) at 3:15 PM.

Mayor Helenberg and Clerk-Treasurer Carie Cuttonaro presented. Councilmembers provided comment.

- CRCDA Representative

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, Queen, Simonsen, and Rose voted 'Aye'. Councilmember Kessler Abstained.

- Approve the minutes of the August 14, 2023 Regular Council Meeting. (page 17-19)

8. OLD BUSINESS

9. NEW BUSINESS

- Resolution No. 2023-04, a resolution writing off certain utility bills. (page 20)

Clerk-Treasurer Carie Cuttonaro presented. Councilmembers Lee Kessler and Earl Queen provided comment.

Councilmember Kessler made a motion, seconded by Rose, to approve Resolution No. 2023-04.

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

- Ordinance No. 2023-07, an ordinance amending City of Castle Rock, Washington Municipal Code, Section 8.04.020 Designation of Nuisances. (page 21-22)

Mayor Helenberg, City Attorney Frank Randolph, Clerk-Treasurer Carie Cuttonaro, Councilmembers Ellen Rose and Art Lee provided comment.

Councilmember Rose made a motion, seconded by Queen, to approve Ordinance No. 2023-07.

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

- North County Recreation Association (NCRA) has received a grant from the Washington State Legislature District 19 for their No. County Rec. Association Youth Sports (Castle Rock) Project in the amount of \$248,320. As part of the grant's conditions, NCRA must have committed funding.

Committed funding will be used to pay invoices as the project progresses, with reimbursements from the grant paid at 100%. \$100,000 is committed by private funds and will be primary. NCRA requests City commitment for the remaining \$148,320. Request includes approval of Interlocal Agreement. Should funds be needed, a formal ordinance will need to be approved authorizing a loan from the Swimming Pool Construction Fund, including interest at the current interest rate of the Washington State Investment Pool. (page 23-27)

Mayor Helenberg presented. Clerk-Treasurer Carie Cuttonaro provided comment.

Councilmembers Art Lee and Lee Kessler provided comment.

Councilmember Kessler made a motion, seconded by Queen, to approve NCRA's request for the City to commit to the remaining funding of \$148,320 and the Interlocal Agreement. After further discussion, motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

d. Kristy King, 136 3rd Ave SW Unit B, requests a utility adjustment for the May/June and June/July billings in the amount of \$386.24. This request includes a water adjustment in addition to the sewer adjustment. The leak was a direct result of the City replacing the water main that supplies water to this residence. Request meets ordinance provisions; staff recommends approval. (page 28-29)

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

e. Carl Kittelson, 238 Kirby Ave SE, requests a utility adjustment for the June/July billings in the amount of \$317.99. Request meets ordinance provisions; staff recommends approval. (page 30-31)

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

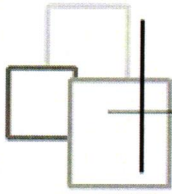
10. OTHER BUSINESS

11. ADJOURNMENT

There being no further business, Mayor Helenberg adjourned the meeting at 7:57 PM.

Mayor Paul Helenberg

Clerk-Treasurer Carie Cuttonaro



Fund Transaction Summary

Transaction Type: Invoice

Fiscal: 2023 - Aug - Sep - City Council

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

Fund Number	Description	Amount
010	General Fund	\$152,546.21
100	Street Fund	\$13,800.16
115	Building Code Account Fund	\$2,134.88
120	Visitor Center Fund	\$1,791.98
130	Library Fund	\$386.61
140	Criminal Justice Fund	\$67.08
170	DOT Spoil Site Fund	\$7,860.44
320	Street Construction Capital Fund	\$3,237.50
400	Water/Sewer Operating Fund	\$131,909.13
410	Regional Water System Fund	\$139,628.77
420	Stormwater Management Fund	\$9,505.99
435	Muni Water Capital Improvement	\$119,655.28
470	Muni Sewer Capital Imprv Reserve	\$28,376.12
475	Boat Launch Facility Fund	\$2,229.88
631	Utility Deposit Fund	\$80.00
634	State Custodial Pass-Thru Fund	\$1,340.45
Count: 16		\$614,550.48

As of this date, 9/11/2023, 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# 1018-8/2023	273.00	8/18/2023
Adjustment/EFT	EFT# 1019-8/2023	203.77	8/3/2023
Adjustment/EFT	EFT# 1020-8/2023	500.00	8/2/2023
Adjustment/EFT	EFT# 1021-8/2023	8,435.70	8/24/2023
Claims	Check 54544	174.88	8/17/2023
Claims	Check 54545 - 54546	3,732.39	8/23/2023
Claims	Check 54547	2,478.03	8/31/2023
Claims	Check 54548 - 54628	388,376.37	8/31/2023
		<u>404,174.14</u>	

Payroll Expenditures

<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Mid-Month Draw	Nacha # 1058059	23,550.00	8/15/2023
Mid-Month Draw	Taxes	5,940.00	8/15/2023
EOM Payroll	Nacha # 1073127	70,524.77	8/31/2023
EOM Payroll	Checks 26490 - 26505	70,017.93	8/31/2023
EOM Payroll	Taxes	32,798.69	8/31/2023
EOM Payroll	Nacha # 1073407 - correction	200.00	8/31/2023
EOM Payroll	Voided check #26505	(1,953.44)	8/31/2023
EOM Payroll	Replacement Check #26506	1,753.44	8/31/2023
EOM Payroll	Voided check #26494	(1,960.07)	8/31/2023
EOM Payroll	Replacement Check #26507	1,960.07	8/31/2023
Uniform Allowance	Checks	-	
Uniform Allowance	Taxes	-	
Accrued - Quarterly Payroll Tax - L&I		5,934.41	
Accrued - Quarterly Payroll Tax - ESD		297.13	
Accrued - Quarterly Payroll Tax - PFML		877.88	
Accrued - Quarterly Payroll Tax - WA CARES		435.53	
		<u>210,376.34</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		614,550.48	8/1/2023 - 8/31/2023
Fund Transaction Summary Report		614,550.48	
Balance Check (s/b -0-)		-	

Lee Kessler, Audit Committee Member

Art Lee, Audit Committee Member

Ellen Rose, Audit Committee Member



Longview Division
lakesideindustries.com
P.O. Box 576 / Longview, WA 98632
ph: 360.423.6882 / fax: 360.423.1969
Washington Contractor License No. LAKESI*274JD
Oregon Contractor License No. CCB 108542
Equal Opportunity Employer

PROPOSAL CONTRACT AGREEMENT

To:	City of Castle Rock	Contact:	Dave Vorse
Address:	PO Box 370 Castle Rock, WA 98611	Phone:	(360) 274-8181
		Fax:	
Project Name:	2023 Joint Agency Pavement Overlay Project	Bid Number:	1
Project Location:	County Roads, Kelso, WA	Bid Date:	5/16/2023
Attachments:	Lakeside Contract Provisions Terms and conditions revised 09.02.2020.pdf		

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
901	-CHNAGE ORDER- Prep/grade Approximately 8,738 Square Feet Of Shoulder On Both Bond Drive And Carpenter Rd. Using Existing Rock. Grade, Water And Compact. Pave Same Area Using Cl. 3/8" PG58H-22 To A Compacted Depth Of 4". Install In Two Lifts, Tack Joints And Existing, Sand Seal Joints Upon Completion. *Includes Traffic Control* *Includes Compaction Testing*	234.00	TON	\$268.00	\$62,712.00

Total Bid Price: \$62,712.00

Notes:

- Price Based on **1** Mobilization.
- Price Excludes: Layout, Survey, or Engineering; Erosion Control; Utility Location and/or Adjustment; Utility Patching; Traffic Control; Premium Pay for Night, Holiday, or Weekend Work; Herbicide; Prime Coat; Rock; Insurance Premium over Standard Insurance; Base Repair; Temp Ramp Placement/Removal; Grinding; MTD/V; Cleaning Between Lifts; Tax; Permits; Bond; Testing; Sawcutting; Curbing; Concrete Protection; Crack Sealing; Seal Coat; Striping.
- Subgrades must be firm and unyielding.
- Performance Bond not included in bid price. If required please add 1% to total cost of bid.
- Bid based on approved contract; This proposal & Lakeside Provisions to be a part of all contract documents.
- **Lakeside Industries** is not responsible for designed cross slopes of less than 1% that hold water after paving is complete.
- Price based on current petroleum cost. Price escalation to be linked to the WSDOT/ODOT asphalt binder index.
- **Lakeside Industries Inc.** proposed prices herein assume that **Lakeside Industries Inc.'s** work hereunder will be substantially complete on or before: **12/20/23**.
- Unless Contracting Party has signed and returned this Agreement with in thirty (30) days of the date first stated above, **LAKESIDE INDUSTRIES'** proposal shall be null and void.
- CONTRACTING PARTY'S SIGNATURE ON ONE COPY RETURNED TO **LAKESIDE INDUSTRIES INC.** WILL RENDER THIS A LEGAL CONTRACT FOR THE PERFORMANCE OF THE ABOVE WORK. CONTRACTING PARTY'S SIGNATURE ALSO ACKNOWLEDGES RECEIPT OF **LAKESIDE INDUSTRIES INC. NOTICE TO CUSTOMER' STATEMENT ATTACHED HERETO**.
- **Approximate Total (Plus sales tax where applicable)** Total price to be based on actual quantity or measured unless otherwise specified.
- Working Hours to be Monday through Friday 7:00am - 6:00pm.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Lakeside Industries - Longview

Authorized Signature: _____

Estimator: Maleko Galusha
360-605-8298
Maleko.Galusha@lakesideindustries.com

General Provisions

1. DEFINITIONS. As used herein, (i) "Contractor" shall mean Lakeside Industries, Inc. or any division thereof; (ii) "Contracting Party" shall mean the person or entity purchasing materials and/or services as set forth on the front page hereof and pursuant to these General Provisions; and (iii) "Agreement" shall mean the contract formed between Contractor and Contracting Party by Contracting Party's acceptance of those terms and conditions set forth on the front page hereof and these General Provisions and/or materials and/or services provided to Contracting Party by Contractor.

2. ACCEPTANCE. Unless Contracting Party has signed and returned this Agreement to Contractor within thirty (30) calendar days of the date first stated on the front page hereof, Contractor's proposal shall be null and void. Contractor hereby objects to any conflicting, additional and/or different terms contained in any proposal or other writing issued by Contracting Party for purposes of accepting the proposal set forth herein and the same shall not become a part of this Agreement unless agreed upon in writing by Contractor and Contracting Party.

3. COST ESCALATION FOR ASPHALT. Contractor's proposal herein is based upon local vendor posted prices for liquid asphalt as of the date of Contractor's proposal. In the event the actual prices exceed such posted prices, the Contract Price shall be equitably adjusted by change order to reflect such increase. Contractor reserves the right to terminate this Agreement if an equitable adjustment cannot be agreed upon by Contracting Party and Contractor. Payment for any such adjustment shall be made in accordance with the terms and conditions of this Agreement.

4. CREDIT VERIFICATION. This Agreement is subject to Contractor's verification of Contracting Party's credit and Contractor's determination that such credit is adequate or satisfactory to Contractor. Contractor reserves the right to withdraw its proposal (without any legal recourse by Contracting Party) should Contractor reasonably determine that such credit verification is unsatisfactory or inadequate. Contractor shall have the continuing right to approve of Contracting Party's credit and may at any time demand advance payment, satisfactory security or a guarantee of prompt payment. If Contracting Party is either unable or unwilling to give the payment, security or guarantee demanded, Contractor may terminate this Agreement, refuse to deliver any goods and/or perform work and Contracting Party shall become liable to Contractor for all unpaid costs.

5. TERMS OF PAYMENT. Unless otherwise provided for herein, payment shall be due to Contractor within ten (10) days of the date of any invoice issued by Contractor to Contracting Party. Interest shall accrue on all overdue invoices at the rate of 1-1/2% per month (18.00% per annum) or the highest rate allowed by law, with such changes occurring from the first date the invoice became due until the date payment is ultimately received by Contractor.

6. ELECTRONIC PAYMENTS. Upon execution of the Agreement, Contractor may elect to be paid by electronic payment methods and shall provide Owner with written payment instructions and all necessary forms required by Owner to make payments to Contractor by electronic payment transfer (the "Payment Information"). Contractor shall submit the initial Payment Information to Owner by certified mail or by hand delivery only and Owner will provide written acknowledgement of the receipt of the same. Thereafter, if Owner receives any request to change such Payment Information (regardless of whether the request is made in person, telephonically, or in writing of any kind), Owner agrees that it will not modify or make a change to this Payment Information without oral confirmation by a telephone call initiated by the Owner to Contractor, followed by written confirmation, from Contractor's Chief Financial Officer or Controller (one or both shall be designated by the original payment instructions). Owner shall make no changes to the Payment Information if it does not receive the oral and written confirmations as stated herein. If Owner makes any change to the Payment Information without first receiving the confirmations stated herein, it shall be solely responsible for any monies lost or stolen and not paid to Contractor as required under the terms of this Agreement, and any payment amounts that are misdirected by Owner continue to be due to Contractor in accordance with the terms of this Agreement and without delay. Owner shall be solely responsible for pursuing any insurance recovery or other legal remedy for the loss; however, Contractor shall cooperate to the extent necessary to provide relevant information regarding the loss to Owner or insurers or legal authorities.

7. SCHEDULE. This Agreement is subject to Contractor's review and approval of Contracting Party's schedule. Contracting Party shall coordinate other contractors' and subcontractors' work to prevent any delay or interference with Contractor's work.

8. CHANGES. Contracting Party, without invalidating the Agreement, may order changes in the scope of the work provided for by this Agreement, with the cost of the work and the time to complete such work being adjusted accordingly. Such changes in the work shall be authorized only by written change order and mutually agreed to and signed by Contracting Party and Contractor.

9. PROPERTY LINES. Contracting Party warrants that Contracting Party knows the actual location of all legal property lines and that Contracting Party, prior to commencement of work hereunder, shall place stakes clearly identifying such property lines.

10. PERMITS. Any permits that must be secured prior to commencement of the work hereunder shall be secured and paid for by Contracting Party.

11. DELAYS. (a) Events beyond the Control of the Contractor / Force Majeure: For delays not caused by any fault of the Contractor, its Subcontractors, their agents and assigns, the Contract Time to achieve Substantial Completion may be extended by a change order issued within twenty-one (21) days of the event in causing delay and accordance with the notice requirements for claims. In such event, the Contract Time may be extended for reasonable time, but in no case less than a day for a day extension of the Critical Path at the time of the event, as well as additional reasonable time due to remobilization, documented inefficiency, supply chain and materials delays, or other time related impacts. Events beyond the reasonable control of Contractor that adversely affects Contractor's obligations include but are not limited to, labor disputes, fire, abnormal adverse weather conditions, force majeure, unusual delay in transportation, fuel, material, or labor shortages or unavailability, action or inaction of public authorities not arising out of the fault of Contractor, casualties or any other causes beyond Contractor's reasonable control, acts of God, weather, natural disasters, epidemics, quarantine restrictions, acts of state or federal government that result in actual limitations to the progress of the Work, also including but not limited to incidence of disease or other illness that reaches outbreak, epidemic, endemic, and/or pandemic proportions or otherwise affects the area in which the project is located and/or the Contractor's labor and/or supply chain, unusual delay in deliveries or other causes which may cause or justify delay. In the event of such delay or delays, the Contractor is entitled to compensation for all actual, direct costs incurred, demonstrable inefficiency or other realized impacts, plus reasonable overhead and fee on the direct costs that arise from or are relate to such delays.

(b) Contracting Party Caused Delays: If Contractor is delayed at any time in the commencement or progress of the Work by any act or neglect of Contracting Party, or by any employee or agent of Contracting Party, or by any separate contractor or supplier employed by Contracting Party, or by changes ordered in the Work by Contracting Party, then the Contract Time shall be extended by change order for a period of time reasonably necessary to alleviate the effect of such events on Contractor. Such Delays shall be compensable to Contractor and such equitable adjustment of the Contract Price and Fee and shall be made by change order. Contractor reserves the right to terminate this Agreement in accordance with termination for convenience principals if an equitable adjustment cannot be agreed upon by Contracting Party and Contractor. Payment for any such adjustment shall be made in accordance with the terms and conditions of this Agreement.

(c) Suspension: Contractor may, at Contractors election, terminate the Contract, subject to the notice below, if the Work is stopped or suspended for a period of thirty (30) consecutive calendar days, if such suspension is imposed through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work for the Contractor. The Contractor may also terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less. If the conditions for suspension, delays, or interruptions of the Work pursuant to this section occur, the Contractor may, upon seven (7) days' notice to the Owner and Architect, and provided such reason continues to exist at the close of business at the end of such seven (7) day period, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

12. HAZARDOUS SUBSTANCES. Contracting Party agrees to indemnify, defend and hold harmless Contractor and its employees and subcontractors from liability related to the existence of hazardous substances at the project site, unless such liability results directly from hazardous substances brought on to the project site by Contractor or its subcontractors or arises out of the negligence or wrongful act of Contractor or its subcontractors. If Contractor encounters a substance on the project site which Contractor believes is a hazardous substance, Contractor shall immediately notify Contracting Party and shall cease work in whole or in part and any delays (and costs arising therefrom) shall be Contracting Party's responsibility.

13. TERMINATION FOR CAUSE. Contractor has the right to terminate this Agreement if Contracting Party fails to comply with any of the other provisions herein; provided, further, Contractor may terminate this Agreement in the event of the happening of any of the following: (a) Contracting Party fails to timely pay

Contractor pursuant to the terms herein; (b) insolvency of Contracting Party or Contractor; (c) any act of bankruptcy by Contracting Party under any provision of the Federal Bankruptcy Act or filing by Contracting Party of a voluntary petition under any law providing for relief from the claims of creditors; (d) the filing of an involuntary petition to have Contracting Party adjudicated as bankrupt under the Federal Bankruptcy Act or for reorganization of Contracting Party under that Act or under any law providing for relief from the claims of creditors which is not vacated within thirty (30) days from the date of such filing; (e) the appointment of a receiver or trustee for Contracting Party or Contractor which is not vacated within thirty (30) days from the date of such appointment; (f) the execution by Contracting Party or Contractor of an assignment for the benefit of creditors; or (g) any other event occurring which under the applicable law would entitle Contractor to cancel and terminate this Agreement. Such termination shall not prejudice any claims that either party may have against the other.

14. INDEMNITY. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Contracting Party from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work hereunder, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused by negligent acts or omissions of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Contracting Party shall indemnify, defend, and hold harmless Contractor from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, to the extent caused by negligent acts or omissions of Contracting Party, or anyone directly or indirectly employed by it or anyone for whose acts it may be liable.

15. WARRANTIES. Contractor warrants and guarantees all work and/or materials provided under this Agreement shall be of good quality and workmanship, free from faults and defects and in conformance with this Agreement. Contractor further agrees, at Contractor's sole option, to make good, at its own expense, any defect in materials or workmanship which may appear within one (1) year of Contractor's substantial completion of its work hereunder. EXCEPT AS OTHERWISE PROVIDED HEREIN, CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) AND NONE SHALL BE IMPLIED BY LAW. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, vandalism or normal wear and tear under normal usage. Contracting Party agrees that oral agreements, statements and representations made by Contractor, its employees or its agents shall not constitute a warranty of any kind.

16. TIME LIMITATION ON CLAIMS. Any action arising out of Contracting Party's purchase of materials or Contractor's provision of services to Contracting Party, including any action arising under this Agreement, must be commenced within one (1) year after substantial completion of Contractor's work hereunder, and no such action may be maintained, and shall be barred, which is not commenced within such one-year period.

17. LIMITATION OF LIABILITY. Contractor's sole liability and Contracting Party's sole and exclusive remedy for any and all damages, special, direct, incidental or consequential, sustained by Contracting Party or others arising of Contractor's performance of this Agreement shall be limited to correcting defective work. In no event shall Contractor be liable to Contracting Party or any third party for more than the amount of Contractor's proposal. Contractor shall not have any liability to Contracting Party for lost profits, consequential, special, indirect or incidental damages based upon a claim of any type or nature.

Under no circumstances shall Contractor be liable for (i) damage to or breakage of underground pipes and/or conduits and cables not visible from the surface of the ground nor for any damage to approaches (including sidewalks) from the street to the property line; (ii) damage to the completed pavement surface due to the action of petroleum product spillage; (iii) subgrade failure or utility ditch failure; or (iv) growth of horsetail weed, morning glory, deep-rooted ferns or perennials subsequent to the application of soil sterilization (weed killer) that have not reached maturity prior to such application. Any soil sterilization provided for in this Agreement shall be applied at the rate specified by the manufacturer thereof.

18. DISPUTE RESOLUTION/ATTORNEYS' FEES. Contracting Party and Contractor agree that all claims, collections, disputes, or other controversies arising under this Agreement or related hereto, shall be settled by and subject to litigation, or at the sole choice of the Contractor, binding arbitration with a single arbitrator pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA"). Any such arbitration shall be commenced by the Contractor delivering a written demand for arbitration to the AAA, and a copy of such demand shall be delivered to the Contracting Party. Contracting Party and Contractor agree that the location of any such arbitration proceeding shall be at the Seattle, Washington AAA office. Any arbitration award by the arbitrator who shall be an attorney with significant construction law experience, shall be final and binding on the parties and subject to confirmation and reduction to judgment pursuant to RCW 7.04 in the King County Superior Court. In any such litigation, the proper venue and jurisdiction shall be the Superior Court of King County located in Seattle, Washington. In any litigation or arbitration, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and consultant costs, including on appeal.

19. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

20. SEVERABILITY. In the event that any paragraph, part, term, or condition of this Agreement is construed or held to be void, invalid or unenforceable by an arbitrator or court of competent jurisdiction, the remaining paragraphs, parts, terms and conditions of this Agreement shall not be affected and shall remain in full force and effect.

21. VOLUNTARY CONTRACT. Each of the parties to this Agreement has carefully read and fully understands the terms and conditions hereof, has had full opportunity to consult with legal counsel regarding its meaning and effect, and is entering into this Agreement freely and voluntarily, through a representative who is fully authorized and empowered to sign on its behalf.

22. INSURANCE. Contractor shall maintain at all times during the course of this agreement, insurance covering claims from third parties due to bodily injury including death, and property damage resulting from Contractor's performance of operations under this agreement. The minimum amount of insurance to be maintained shall be \$1,000,000 each occurrence and aggregate (including completed operations) of general liability coverage.

Contractor reserves the right to review and approve the Insurance Programs, insurance coverages, and insuring agreements prior to contract acceptance.

23. DIFFERING SITE CONDITION. To the extent the Contractor encounters subsurface or concealed conditions which differ materially from that actually known by Contractor or from those ordinarily found to exist and generally recognized as inherent in the activities of the character provided in the Agreement, then the Contractor shall, within a reasonable time, give notice thereof to the Contracting Party. The Contracting Party shall promptly investigate such conditions. If the Contracting Party agrees that such conditions differ materially and cause an increase in cost or time, Contracting Party shall adjust the Contract time accordingly and compensate Contractor for the increase in the Cost of the Work.

24. FORCE MAJEURE. In addition to the terms set out in Paragraph 11, above, Contractor shall not be liable for any damages resulting from any delays or failure to perform arising from any cause not reasonably within Contractor's control; strikes; shortage of labor, transportation, raw materials or energy sources; fire; earthquake; flood; war; terrorist attack; or acts of God or any other cause referenced in Paragraph 11(b) of this Contract.

25. ENTIRE AGREEMENT. Contracting Party and Contractor intend that the proposal and those terms and conditions on the front page hereof and these General Provisions shall constitute the final, complete and exclusive Agreement between the parties. This Agreement supersedes all other prior or contemporaneous agreements, investigations, representations, understandings and promises, oral and/or written, by or between the parties with respect to the subject matter hereof. Contracting Party further acknowledges and agrees that in entering into this Agreement, Contracting Party has not and is not relying upon any contemporaneous agreements, representations, understandings and promises, oral and/or written, made by Contractor. No course of dealings between the parties shall be relevant or admissible to explain, supplement or vary the terms of this Agreement. No amendment or modification of this Agreement shall be effective or binding upon the parties unless made in writing and executed by Contracting Party and Contractor.

State of Washington

NOTICE TO CUSTOMER(RCW 18.27.114)

Lakeside Industries, Inc. is registered with the State of Washington, Registration No. LAKESI*274JD, and has posted with the state a bond or deposit of \$12,000 for the purpose of satisfying claims against Lakeside Industries for breach of contract including negligent or improper work in the conduct of Lakeside Industries' business. The expiration date of Lakeside Industries' registration is July 31st.

THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.

This bond or deposit is not for your exclusive use because it covers all work performed by Lakeside Industries. The bond or deposit is intended to pay valid claims up to \$12,000 that you and other customers, suppliers, subcontractors, or taxing authorities may have.

FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.

You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.

YOUR PROPERTY MAY BE LIENED.

If a supplier of materials used in your construction project or an employee or subcontractor of Lakeside Industries, Inc. or its subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work.

FOR ADDITIONAL PROTECTION, YOU MAY REQUEST LAKESIDE INDUSTRIES, INC. TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.

Lakeside Industries, Inc. is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.

I have received a copy of this disclosure statement.

Contracting Party Name:



CASTLE ROCK POLICE DEPARTMENT

Chief Worley,

At this time I am requesting that we surplus the following firearms:

Smith and Wesson M&P 2.0 9mm handguns (4) Serial Numbers:

NAZ5596

NBJ4981

NBJ3327

NBJ3949

Smith and Wesson SD 40VE Serial Number FXD3777 (converted department property)

All of these firearms are still in good working condition, however have been replaced with industry-standard firearms equipped with red-dot optical sighting systems. They are of no further use to the department. The plan is to trade them in to On Target Outdoors for credit towards other equipment that the department needs.

Respectfully,


Cpl. Jeff Gann 5L4

ORDINANCE NO. 2023-08

AN ORDINANCE RENEWING FOR AN ADDITIONAL SIX MONTHS THE SIX-MONTH MORATORIUM ESTABLISHED IN ORDINANCE NO. 2023-04 ON THE ACCEPTANCE OF APPLICATIONS FOR DEVELOPMENT ACTIVITIES OR OTHER PERMIT APPLICATIONS FOR NONCONFORMING LOTS IN RESIDENTIAL ZONES

WHEREAS, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt moratoria related to land use and development applications; and

WHEREAS, the City Council adopted Ordinance No. 2023-04 on March 13, 2023, declaring an emergency and imposing a six-month moratorium on the acceptance of applications for development activities or other permit applications for nonconforming lots in residential zones; and

WHEREAS, the City has begun a study process and is preparing draft regulations to address the declared emergency, and renewal of the moratorium is intended to preserve the status quo until the study and draft regulations, now underway, are completed; and

WHEREAS, RCW 36.70A.390 states that a “moratorium, interim zoning map, interim zoning ordinance, or interim official control may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.”

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

SECTION 1. Findings of Fact. The City Council hereby adopts the above “WHEREAS” recitals as findings of fact to support the adoption of this Ordinance, as required by RCW 36.70A.390 and RCW 35.63.200.

SECTION 2. Purpose. The purpose of this moratorium renewal is to allow the City adequate time to draft new regulations that will adequately address the unique characteristics of legal nonconforming lots in residential zones.

SECTION 3. Renewal of Moratorium. As authorized by the Growth Management Act, RCW 36.70A.390, and the Planning and Zoning Enabling Act, RCW 35A.63.220, renewal of the moratorium established in Ordinance No. 2023-04 declaring an emergency and imposing a moratorium on the acceptance of applications for development activities or other permit applications for nonconforming lots in residential zones is hereby extended for an additional six months.

SECTION 4. Effective Period. The moratorium established by this Ordinance shall continue for a six-month period ending no later than midnight on March 11, 2023, unless sooner repealed.

SECTION 5. Public Hearing Required. As required by RCW 36.70A.390, within 60 days of passage of this Ordinance, the Council of the City of Castle Rock shall hold a public hearing on this moratorium.

SECTION 6. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

ADOPTED by the City Council and signed by the Mayor at a regular meeting thereof on the _____ day of _____, 2023.

Mayor Paul Helenberg

ATTEST:

APPROVED AS TO FORM:

Carie Cuttonaro, Clerk-Treasurer

Frank Randolph, City Attorney



Local Parks Maintenance Program Applicant Authorization and Electronic Signature

Organization Name (sponsor) _____

Resolution No. or Document Name _____

Project Number and Name _____

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS grant assistance is requested by our organization to aid in financing the cost of the Project referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Routing Order	Name of Signatory and Title of Person Authorized to Sign	Email Address
Grant application (submission thereof)			
Project contact (day-to-day administering of the grant and communicating with the RCO)			
Agreement/amendment approver ¹			
Agreement/amendment approver			
Agreement/amendment approver			
Agreement/amendment approver			
RCO Grant Agreement signer ²			
Agreement amendments signer ²			

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide updated documentation of authorized signers, if needed.

3. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
4. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
5. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
6. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
7. Our organization acknowledges that the grant will only be used for maintenance of local park property owned by our organization.
8. This resolution/authorization is deemed to be part of the formal grant application to the Office.
9. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises, and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:

Location: _____ Date: _____

You may reproduce the above language in your own format; however, text may not change.

¹ **Agreement/Amendment Approver:** refers to an individual or several individuals who review and approve the electronic document and contacts RCO if corrections are needed. The approver does not sign the document. You may add more than one approver but please designate the order for routing purposes.

² **RCO Grant Agreement/Agreement Amendments Signer:** refers to the individual who must officially sign the document with an electronic signature and may be required to enter data such as title, date, agency name, etc. into fields. The signer of Agreements may differ from the individual who is delegated to sign Amendment documents, but we can only accept one signature per document.