



CASTLE ROCK CITY COUNCIL AGENDA

Regular Meeting - AMENDED: Monday, October 9, 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. Domestic Violence Awareness Month - October 2023 (page 3)

3. CITIZEN COMMENTS - maximum 3 minutes

4. DEPARTMENT REPORTS

- City Attorney Frank Randolph
- Police Chief Charlie Worley
- Public Works Director Dave Vorse
 - America in Bloom 2023 Evaluation Report (page 4-33)
- 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 August 31, 2023 Pre-Budget Workshop Meeting. (page 34-35)
- b. Approve the minutes of the September 11, 2023 Regular Council Meeting. (page 36-38)
- c. Approve the September 2023 invoices as described in the Fund Transaction Summary Report in the amount of \$650,569.58. (page 39-40)

8. OLD BUSINESS

- a. Ordinance No. 2023-09, an ordinance of the City of Castle Rock, Washington amending, in part,

Chapter 13.06 Water and Sewer Regulations of the Castle Rock Municipal Code, on second reading. (page 41-42)

b. Ordinance No. 2023-10, an ordinance of the City of Castle Rock, Washington amending CRMC 2.40 regarding Office Hours, on second reading. (page 43)

c. Request to approve Amendment A of the CERB (Community Economic Revitalization Board) allowing a change in scope to add Exit 48 Sewer Force Main Extension Project. Remaining funding would be used towards this project. (page 44-49)

9. NEW BUSINESS

a. Review and approval of the 2024 - 2026 Police Collective Bargaining Agreement. (page 50-68)

b. Memorandum of Understanding between the City of Castle Rock and the Police Collective Bargaining Unit, regarding bumping language relating to the position of Chief of Police. (page 69)

c. Review and approval of Police Collective Bargaining Unit Memorandum of Understanding regarding a continued change to the shift schedule. (page 70)

d. CloudPermit proposal for Building & Planning software. Implementation costs are \$1,000 for each service with annual costs consisting of \$5,000 for the Building Permits module and \$3,500 for the Planning module. After year three, the maximum uplift rate is 5%. Beginning in 2025, online capability to accept permit applications will be required. (page 71-116)

e. Special Event Permit #2023-0019; Castle Rock Community Development Alliance (CRCDA) - Halloween Jamboree; October 29, 2023 between 3:00 PM and 5:30 PM (12:00 PM and 6:00 PM includes setup and takedown time); Street closures include Cowlitz St W from Huntington Ave to stop sign located near Castle Rock Library, Front Ave from A Street SW to Jackson St NW, and 1st Ave SW; Insurance has been received. (page 117-128)

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT REGULAR COUNCIL MEETINGS:

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

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

DOMESTIC VIOLENCE AWARENESS MONTH

October 2023

WHEREAS, domestic violence occurs among people of all races, ages, socioeconomic classes, religious affiliations, occupations, and educational backgrounds; and

WHEREAS, 71.8% of Washington women, and 28.2% of Washington men experience intimate partner physical violence, intimate partner rape and/or intimate partner stalking in their lifetimes. This is 26.9% higher than data collected in 2020. Washington ranks as 8th in the nation; and

WHEREAS, more than 15 million children are exposed to domestic violence each year; and

WHEREAS, more than 21,000 phone calls, or an average 15 calls per minute, are placed to domestic violence hotlines each day in the United States; and

WHEREAS, in 2022, 19% of all reported murder cases involved domestic violence in Washington State; and

WHEREAS, 65% of all murder-suicides involve an intimate partner. 96% of these victims are female; and

WHEREAS, 1 in 3 women and 1 in 4 men in Washington State have suffered severe physical violence by an intimate partner. Victims are deprived of their autonomy, liberty, security, and face tremendous threats to their health and safety; and

THEREFORE, I, Paul Helenberg, as Mayor of the City of Castle Rock, do hereby proclaim October 2023 as Domestic Violence Awareness Month in the City of Castle Rock, Washington.

Signed on this 9th day of October, 2023,

Paul Helenberg, Mayor
City of Castle Rock, Washington

America in Bloom 2023 Evaluation Report



Community: Castle Rock, Washington

Evaluation Dates: July 10-11, 2023

Lead Advisor: Barbara Vincentsen, AIA

Co-Advisor: Connie Baggett

America in Bloom envisions communities across the country as welcoming and vibrant places to live, work, and play – benefitting from colorful plants and trees; enjoying clean environments; celebrating heritage and planting pride through volunteerism.

This year's program included the launch of a new evaluation report and matrix. This new evaluation provides a fresh benchmark for both long-time and first-year AIB communities. It is anticipated that the introduction of the evaluation form based on the new metrics will have different scores and overall percentages from previous years in the program. Scores received in the past should not be compared to scores received this year and moving forward as the evaluation metrics have been entirely revamped.

Evaluation Areas	Possible Points	Actual Points	Percent
Community Vitality	184.00	152.00	82.60%
Floral Impact	144.00	136.00	94.44%
Landscaped Areas	176.00	150.00	85.22%
Urban Forestry	152.00	80.00	52.63%
Environmental Initiatives	160.00	109.00	68.12%
Celebrating Heritage	120.00	48.00	40.00%
Overall Impression	152.00	120.00	78.94%
Evaluation Tour Preparation and Actions	13.00	11.00	84.61%
Total Points and Percent	1101.00	806.00	73.20%
Star Rating	8		
Community Involvement Total	88	85	96.59%

Star ratings are based on overall percentage.

1 star = 0% - 9.99%

2 stars = 10% - 19.99%

3 stars = 20% - 29.99%

4 stars = 30% - 39.99%

5 stars = 40% - 49.99%

6 stars = 50% - 59.99%

7 stars = 60% - 69.99%

8 stars = 70% - 79.99%

9 stars = 80% - 89.99%

10 stars = 90% - 100%

Community representatives to receive the Evaluation Report (three minimum)		
Name	Title	Email
Paul Helenberg	Mayor	phelenberg@gmail.com
Dave Vorse	Public Works Director	crpwd@castlerock.wa.us
Nancy Chennault	Blooms Volunteer Coordinator	nancy@theplantstation.com

GUIDELINES AND INFORMATION:

Communities are required to provide the following prior to evaluation:

- Community Profile organized to follow the criteria and metrics. For repeat communities, call out what is new and/or implemented due to advisors' recommendations.
- Evaluation Tour Itinerary with start and finish times for each day
- Community Map with community boundaries and the tour route
- Communities are responsible for addressing the metrics in the Community Profile, Evaluation Tour Itinerary, and during the Evaluation Tour.

The areas to be scored:

Advisors will review Community Profiles, Community Maps, and Evaluation Tour Itineraries to confirm the appropriateness of the areas to be evaluated and contact communities prior to the tour so adjustments can be made.

- All areas (municipal, commercial, and residential) within the boundaries of the entrant's community/municipality (except as noted below) are scored and a representative portion of all areas must be included.
- Property to be scored, whether public or private, must be subject to the codes and regulations of the entrant's community/municipality.
- When a property does not meet these requirements, but the community's volunteers significantly impact the property with labor and/or funding, then advisors may include in their scoring the property not subject to the codes and regulations of the entrant community.
- A community may request recommendations for areas toured but not scored.

Metrics are noted with unique codes based on the criteria. Ratings include:

N/A (Not Applicable): Communities should strive to implement all metrics; however, advisors will use N/A when a metric is not scorable in a community. N/A metric is not included in the point totals and does not affect percentages. Examples when N/A may apply in a metric: commercial/business areas do not exist; state or county statutes prevent implementation of a metric.

Not Started (0 points): programs or procedures are not in place.

In Progress (1-2 points): programs or procedures are developed, and a plan of action is implemented.

In Place (3-5 points): programs or procedures are utilized and beneficial.

Surpassing (6-8 points): programs or procedures are exceptional, utilized, and beneficial throughout the community.

Other:

- This Evaluation Report's scoring, general observations, and general and criteria recommendations are based upon the community's efforts including its levels of participation in, or implementation of the metrics in each of the criteria.
- Future projects and programs are not scored.
- The scoring for the seven evaluation criteria is adjusted to the climate and environmental conditions of the community's location. Make sure the advisors are made aware of any challenges that were faced during the year.

General Observations and Recommendations (recommendations are indicated in *italics*):

Welcome back, Castle Rock, to the 2023 America in Bloom program. Castle Rock in Bloom has been involved in this program since 2010, and it shows. Castle Rock continues to grow as a city to be emulated on many fronts.

We were delighted to see your Visitor Center open once again after closing for several years due to covid. The handsome facility with its Signature Proven Winners City Garden draws visitors on its own. *We hope the center continues to expand its display of photos featuring the history of Castle Rock over the years.*

The design and plantings at Gateway Park continue to amaze. It is a breathtaking garden and a worthy welcome to Castle Rock. *We suggest you digitize a plot plan of the garden with its current plantings; provide QR codes at the pavilions in the park for access to visitors interested in more information about the species in the park.*

We noticed that Castle Rock in Bloom actively integrates succession planning in its program. As projects have expanded and grown, volunteers step up to become leaders of various In Bloom initiatives such as the City Hall, Lions Pride Park, the Villager Retirement Inn, Rocket Garden Elementary School Garden and numerous others.

The new BET (Blooms Event Theater) combines both a downtown In Bloom headquarters and an active event space for numerous events including monthly after school activities sponsored by the Bloom Team.



We advisors wish to thank you for all you do to make Castle Rock in Bloom successful and for your generous hospitality during our 2023 visit to your city. You have accomplished a great deal over the last 13 years of dedicated involvement in your city. We wish you success in the future and look forward to your continued participation in America in Bloom in 2024.

Sincerely,

Barbara Vincentsen
Connie Baggett

Your 2023 America in Bloom Advisors

COMMUNITY VITALITY: Policies, programs, activities, and facilities that lead to a vibrant community and promote a sense of health and well-being. Includes, but not limited to, senior and community centers, libraries, museums, arts/cultural organizations, mentoring programs, schools, faith-based organizations, parks, playgrounds, dog parks, sports fields, water activities, trails, golf courses, and other active and passive recreational opportunities for all ages and abilities.	Not Applicable (N/A)	Not Started (N/S) 0	In Progress 1-2	In Place 3-5	Surpasses 6-8
1. Master plan is implemented for current and future public green space, growth, and enhancements.				5	
2. An economic development plan is in place, implemented, and regularly evaluated.					7
3. Communication of ordinances and policies are easily accessible to businesses and residents.					7
4. Active recreation opportunities such as water sports, golf, baseball, and soccer, are available and meet the needs of the community.					8
5. Passive recreation opportunities such as hiking, nature trails, bird watching, and picnic areas are available and meet the needs of the community.					8
6. Age-appropriate play areas and equipment are ADA-compliant, conform to the Consumer Product Safety Commission, and are inspected by a Certified Playground Safety Inspector.					6
7. Participation in outdoor community events such as Bike-to-Work Day, Walk to School Day, and charity 5K events, are offered throughout the year.					7
8. Public parks and green spaces are within a 10-minute walk of all neighborhoods.					8
9. Alternative transportation programs are available such as bicycle, electric scooter, car/van pools, and ride sharing.	N/A				
10. Seating is available near walking, exercise, playground areas, and public transportation stops.					8
11. Shade is provided for participants and spectators such as structures, shade sails, and trees.				5	
12. Cultural performances/events for art, dance, theatre, music, lectures, and/or cinema meet the needs of the community.				3	
13. Community celebrations and festivals are held throughout the year.					7
14. Businesses are engaged and participate in community events.					6
15. Community center is accessible and available throughout the year for all ages and abilities.				5	
16. Access to educational opportunities such as higher, adult, and vocational education is available.					6

17. Public library resources are available and accessible for all ages and abilities.					6
18. Municipal, business, and residential garden plots, rooftop gardens, community gardens, farmers markets, and/or Community Supported Agriculture are available.					8
19. Secure food distribution programs, such as food pantries and hunger relief efforts, are available and include systems to elevate under-served individuals.					8
20. Community-focused service organizations such as Rotary, Veterans, Chamber of Commerce, Scouting, and faith-based are present and active in the community.					7
21. Volunteer boards are comprised of representatives from businesses and residents.					7
22. Neighborhood organizations are in place and active.				4	
23. Volunteer programs have structure and the ability to record and track volunteer numbers and hours.					8
24. Programs are in place to encourage, recruit, and engage volunteers of all ages and segments of the community.					8
Totals:	Possible Points		Actual Points		Percent
1. Community Vitality	184		152		82.60%

Community Vitality Recommendations:

Over the past twenty years Castle Rock has worked diligently to implement the goals of their Master Plan. Using every tool available including grants, state and federal funds, donations and proceeds from numerous fund raisers the city has filled its coffers and enabled many projects to be realized. Today the city has completed 75% of the work envisioned in the Strategic Marketing section of the Master Plan. Several attempts at developing an updated master plan have been stymied. *We strongly suggest that Castle Rock vigorously pursue engaging a firm specializing in master planning for small and midsize cities with the goal of completing a new master plan in the next 12-18 months. This process should include “town hall” meetings to solicit input from Castle Rock residents. Once in place, the plan should be reviewed and, if necessary, updated every five years.*

Castle Rock is a Complete Streets City and continues to improve sidewalks, roadways, trails and other infrastructure as necessary in the ordinance adopted to correspond with the Complete Streets program. The trail program in the city provides numerous opportunities for hiking, biking and walking. Riverfront Trail, a popular 1.9-mile walking/riding trail links to additional trails and to active recreation areas. One such area is the “Traffic Garden,” a very creative bicycle loop designed to teach young bikers safe riding skills. What a great idea. *It also seems to stimulate artistic skills as graffiti marked the edge of the skate park. Consider adding a sign to this park: “if you see something, say something” with a phone number or email address included.*

Active recreation opportunities abound in Castle Rock with sports fields at all schools and extensive new fields, batting cages and wrestling rooms recently added at the North County Recreation Complex. Attractive planting enhances the complex and a thriving orchard promises an abundance of healthy snacks in season. P 18..... *We suggest that you identify spectator areas near the fields at the schools and consider installing covered seating for the comfort of the spectators. In smaller spectator areas you could utilize shade sails. Shade sails with 12-year warranties are available using Architec 400 fabric, among others. Although initially more expensive than traditionally available shade sales, over time these shades will ultimately be cost effective.*

Currently there is no community center per se in Castle Rock although there are many community facilities for public gatherings. Of late the newly refurbished Women’s Club functions as a de facto community center. The pavilion currently under construction promises to be a very popular community facility for socializing, meetings and recreation. *Consider installing rolling wind/rain screens with clear vinyl panels to permit the facility to be operated late into the fall with a fire burning brightly in the fireplace which is currently scheduled for installation. See <https://www.phantomcreens.com>.*



Volunteer programs in Castle Rock are numerous and very active. Groups working toward a common goal cooperate, sharing volunteers to accomplish many city projects. Cooperation among groups of all ages is common with youth groups, church groups, senior citizens and others banding together.



Their pride and energy are palpable. We frequently saw multigenerational groups working together. We also found families adopting maintenance of an area such as the jail house community garden as their own. One

family even named their three generational team Animal Campers and spent a vacation week weeding and pruning in Gateway Park. Frequently we heard that projects requiring welding or other metal work were completed at the high school metal shop. When we visited a group of students took us on a tour to show us why. The high school shop is truly incredible.

Castle Rock school gardens at the elementary, middle and high schools are truly remarkable. There is no doubt that the newest of these, located at the middle school, will expand and thrive with a vigor to match that experienced at the elementary school garden in the last five years. The coordination among local businesses, clubs, volunteers, students and teachers in sponsoring, volunteering and working in the elementary school garden and now the middle school garden is heartwarming. *We suggest you install rain barrels in both the elementary school gardens and the new*



middle school gardens to assist in watering. In addition to emphasizing water conservation, rain barrels also subtly teach children about gravity and the vagaries of depending solely upon rain for irrigation.

FLORAL IMPACT: Strategic design, use, installation, and maintenance of floral displays and seasonal accents for beautification, including but not limited to annuals, perennials, bulbs, tropical plants, flowering topiaries, colorful foliage, and cultivated and native plants for season-round interest for displays in containers, hanging baskets, window boxes, raised planters, trellises, and in-ground plantings.	Not Applicable (N/A)	Not Started (N/S) 0	In Progress 1-2	In Place 3-5	Surpasses 6-8
1. Plan developed each season for procurement, scheduling, planting, and maintenance of seasonal flower and holiday displays.					8
2. Plant combinations are properly selected for location and environmental conditions, create visual interest, provide dramatic effect, and appear coordinated.					8
3. In-ground flower displays are designed with mature plant heights, color, and texture in mind. Plants are healthy, robust, and floriferous.					7
4. Hanging baskets and containers are in use, scaled to their surroundings, and have suitable plants that are robust and floriferous.					8
5. Floral displays such as flowerbeds, raised beds, planters, hanging baskets, window boxes, carpet bedding, and mosaics are located throughout the community.					7
6. Creative use of flowers such as flower towers, topiaries, logo displays, rotating baskets, and official town flower is used and appealing.					8
7. Demonstration/display gardens with labeled flowers are available and promoted to the public.					8
8. Training programs for proper floral display care and maintenance are available for seasonal staff and volunteers conducted by qualified personnel.					8
9. Effective information and education about selection and care of flowers for beautification is available to the public.					8
10. Efforts are in place to educate and raise the public awareness of the importance of flowers in the landscape.					8
11. Programs to educate, encourage, and expand the understanding of the role and importance of pollinator and ecological habitats are available.					7
12. Efficient water-wise strategies are in use, such as drought-resistant plants, use of gray water, and timing of irrigation.					6
13. Regular pruning, dead-heading, weeding, removal, and replacement of dead plants is conducted on public and private properties.					7
14. Appropriate fertilization procedures are implemented and effective.					8
15. The community utilizes the expertise of growers, garden centers, county extension, and/or city departments to create and implement floral enhancements.					8

16. Recognition programs are in place for attractive displays created by businesses and residents.					6
17. Volunteers, including businesses and residents, participate in the design, planting, and care of flower displays.					8
18. Programs are in place to encourage, recruit, and engage volunteers of all ages and segments of the community.					8
Totals:	Possible Points		Actual Points		Percent
2. Floral Impact	144		136		94.44%

Floral Impact Recommendations:

Investing twelve years into the philosophy of America in Bloom shows brilliantly on every corner of Castle Rock. Congratulations on streetscapes that strike envy in the hearts of other communities and joy and inspiration in the residents that share the labor of love here.

Hanging baskets are otherworldly with complimentary pots placed throughout the town. Beds around city buildings showcase pollinator-sustaining species that double as aromatic treats and visual delight. Volunteers keep residents interested and anticipating each season with experimental plantings on display at the “BET” downtown.

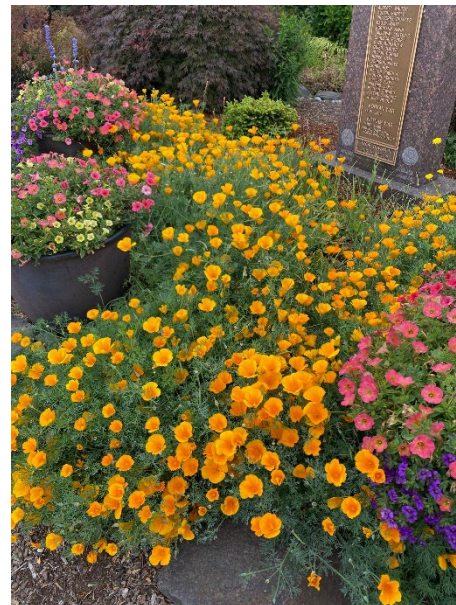
Swarms of people who have joined forces bring about a floral display that binds the community in a common goal with children and families to students, parents and retirees all on board to improve their community. And the flowers don't stop with the downtown area. Perennials and annuals

adorn park areas with head-turning color, texture and scale. Visitors cannot help admiring the display and residents report the environment positively impacts mood and mental health and economic development. Well done!

With the overwhelming success of the program created under the expert direction of Nancy Chennault, recommendations are not easily conjured. There are, however, a few areas that could be improved.

Watering is a burdensome chore under the best of conditions, and surely must be exhausting for volunteers using wagons to transport hundreds of pounds of water throughout the season in soaring temperatures. This situation is not sustainable. We recommend investing in irrigation systems where possible and a golf cart with a larger capacity water tank to meet the watering needs of trees, pots and beds where irrigation is not possible.

Electric vehicle grants are worth exploring at <https://wsdot.wa.gov/business-wsdot/grants/zero-emission-vehicle-grants>.



LANDSCAPED AREAS: Strategic design, use, installation, and maintenance of the managed landscape. This includes hardscape features, cultivated and native trees, shrubs, ornamental grasses, vines, succulents, edibles, evergreen topiaries, turf, groundcovers, and pollinator-friendly plant material.	Not Applicable (N/A)	Not Started (N/S) 0	In Progress 1-2	In Place 3-5	Surpasses 6-8
1. Comprehensive plan to identify, protect, restore, and maintain natural areas (e.g., removal of invasives, no-mow areas planted with native grasses and wildflowers, succession tree plantings).					7
2. Communication of ordinances and policies are easily accessible to businesses and residents.					7
3. Management plan developed for procurement, scheduling, planting, and maintenance of public landscaped areas.					7
4. Qualified landscape personnel or experienced contractors are available to design, install, and maintain public landscape sites.					8
5. Training programs conducted for proper landscape display care and maintenance are available for staff and volunteers.					8
6. City landscape ordinance requires specifications for landscaping and maintenance for new and improved residential, commercial, and public development.				5	
7. Landscape displays enhance community entryways.					8
8. Landscaping found throughout the community including public areas, parks, gateways, and key buildings.					8
9. Appropriate plants are selected for location, environmental conditions, and impact.					8
10. Best practices are implemented for proper maintenance, pruning, removal, and replacement of dead and overgrown plants.					8
11. Action plan developed and implemented for the identification and management of invasive plants.					6
12. Strategies developed to monitor and manage diseases and pests and communicated to the public.				5	
13. Best practices are used to manage lawn and turf areas, including mowing, edging, watering, weeding, and replacement of dead material.				5	
14. Lawn and turf areas display health and vigor.				4	
15. Mulch from renewable and sustainable sources is appropriately used by municipality and available to residents.					7
16. Landscapes provide a sense of place and identity to the community and are preserved and well maintained.					8
17. Effective use of naturalization, xeriscaping, and suitable plant varieties to enhance such features as traffic calming, bank stabilization, and water management.					8

18. Innovative plans of action are used in the community, such as strategies for lower maintenance, rain gardens in parking lots, sensory gardens at playgrounds, and meditative gardens at health centers.					7
19. Residential landscaping provides streetscape appeal and reflects community value in landscaping.			2		
20. School garden programs are in place and incorporated into the curriculum for multiple grade levels.					8
21. Volunteers assist in design, installation, and/or care of public landscaped areas.					8
22. Programs are in place to encourage, recruit, and engage volunteers of all ages and segments of the community.					8
Totals:	Possible Points		Actual Points		Percent
3. Landscaped Areas	176		150		85.22%

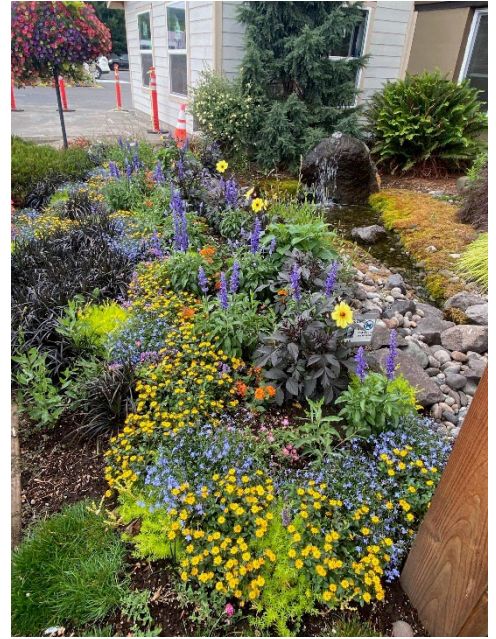
Landscaped Areas Recommendations:

Carefully selected plants and shrubs in parks and community buildings make for a picturesque landscape, one successfully installed and maintained by Castle Rock Blooms. Kudos on all you do to keep these areas in wonderful condition across the multiple parks and gateway areas.

Learning gardens at public schools surpass expectations in both design and execution. Children at all these sites displayed their excitement at watching their gardens grow, as well as delight at sharing their harvest with others. In areas like “Castle Rock” there were some amenities that need replacing or repairing, but upgrades have been planned to keep those areas vibrant.



Gateway Park is a particular joy with the new picnic shelter from locally milled trees, as is the Proven Winners Signature Garden at the Castle Rock



Visitor Information Center. *Touring these areas would be a perfect day for visitors, so why not create a QR linked bloom trail available year-round?* The annual Tour of Blooms is a fantastic singular event that would only be enhanced by a standard walking tour.

Shade sails should be added to some areas where tree loss has impacted plantings. We recommend installing Architec

400 or comparable fabric sails where needed and possible which come with a 12-year+ warranty and add dynamic color to the landscaped areas. Water needs will also be reduced with the installation of shade sails.

Lastly, given the challenges of erratic rainfall and rising temperatures, consider adding more succulents to the displays in all landscaped areas. These hardy and colorful plants will add texture and durability to your already fantastic landscape.

URBAN FORESTRY: Strategic design, use, installation, and maintenance of trees on public and private lands.	Not Applicable (N/A)	Not Started (N/S) 0	In Progress 1-2	In Place 3-5	Surpasses 6-8
1. Certified municipal personnel or trained arborist/urban forester actively manages the urban forest.				4	
2. Tree board and/or department is available and interacts with the community.				4	
3. Strategic plan addresses the role urban forest initiatives play in the green infrastructure of the community.		N/S			
4. Municipal ordinances enacted and enforced for tree planting and preservation on public and private property, including new construction projects.		N/S			
5. Policy enacted and enforced that includes performance requirements to meet the minimum crown canopy and succession planting.		N/S			
6. The municipality is an active member in urban forestry organizations, such as Tree City USA and state agencies.			2		
7. Best practices are used for appropriate selection and diversity of tree species, proper spacing, and planting depth.				5	
8. Best practices are used to manage tree health and public safety.				4	
9. Ordinance enacted and enforced for the handling and removal of damaged, dying, or dead trees on public and private property.				5	
10. Communication of ordinances and policies are easily accessible to businesses and residents.					7
11. Effective communication is available to the public of recommended trees, proper planting, "Right Tree in the Right Place," mulching, placement and spacing, and maintenance.					6
12. Policies are implemented and education is available for the safe participation by volunteers in planting trees on public properties.					8
13. Tree programs exist that highlight and honor historic trees.			1		
14. Innovative programs in place to increase, support, promote, and protect trees, such as civic native tree nursery, repurposing fallen trees, managing destructive pests, and urban orchards.					7
15. Ongoing urban forest tree care training in place for staff and community volunteers.					6
16. Policies are implemented for the protection of historic trees located on public and private properties.		N/S			

17. Public sites such as arboretums, parks, and cemeteries have tree identification labels and descriptive signage.					6
18. Efforts are in place to educate and raise the public awareness of the importance of urban forestry.					7
19. Programs are in place to encourage, recruit, and engage volunteers of all ages and segments of the community.					8
Totals:	Possible Points		Actual Points		Percent
4. Urban Forestry	152		80		52.63%

Urban Forestry Recommendations:

Celebrate the great things you have going on in taking a tree inventory, memorial tree plantings and high school classes adding trees to the campus at Castle Rock High School. The involvement of students in all phases of the Bloom work is a great way to see future growth in the program and improvement in the city they will inherit.

We recommend joining Tree City USA. The designation is not difficult to secure and can help secure state and federal grant funding. Work with state Forestry representatives to complete this process.



Communities blessed with sweeping vistas of green mountains, winding rivers and plunging gorges sometimes lose the sense of wonder in their day-to-day busy lives. Don't let that happen in your delightful community. While surrounded by rich forests of mixed tree species, sadly, Castle Rock's downtown needs some greening in the way of canopy growth. *We suggest that the "yellow vests" solicit nominations for historic trees in the community—any old-growth tree can be considered. Add them to a QR linked historic tree trail in town. You can even introduce a competition to name the trees even if they are on private property. The trail can be designated as a "drive by only" route. Creating social media pages for the trees has gained traction in some communities.*



With all the local ties to forestry and the lumber industry, it is somewhat disappointing to find few trees downtown. The need for shade will only increase in coming years, and the added shade of a tree canopy will positively impact temperatures and watering needs. The project adding trees in containers is a good compromise for the short term but is not a long-term answer. *Our recommendation is to try a limited planting somewhere in town as an experimental project.* Perhaps as shop owners see the positive impact, opposition to street trees will be mitigated.

Our last recommendation is tangential. *With Castle Rock's heritage from the logging industry apparent, why not celebrate it in a lumberjack day similar to those in other lumber communities* https://en.wikipedia.org/wiki/Lumberjack_World_Championship? *With companies like Stihl, Pepsi and lumber companies as sponsors, this could provide revenue for the Blooms team to pay for irrigation and watering vehicles and more.*

ENVIRONMENTAL INITIATIVES: Environmental and sustainable leadership, policies, plans, and programs for water, resource conservation; pollution control; trash, recycling, and reuse; climate change issues, green Infrastructure, and alternative energy resources.	Not Applicable (N/A)	Not Started (N/S) 0	In Progress 1-2	In Place 3-5	Surpasses 6-8
1. Environmental Boards are active and effective.				5	
2. Appropriate green infrastructure policies and techniques are used to reduce storm water run-off pollution, such as bio-swales, rain gardens, and permeable materials.					7
3. Communication of ordinances and policies are easily accessible to businesses and residents.					7
4. The municipality has a Sustainability Action Plan that is accessible, reviewed annually, and promotes water conservation, alternative energy use, and responsible land management.					6
5. Municipal employees and volunteers receive year-round training on environmental initiatives.					6
6. Public awareness strategies regarding environmental issues are implemented and effective, such as the 3 Rs, Earth Day events, pollution prevention, "leave no trace" signs, landfill reduction, and community clean-up days.					7
7. Green infrastructure and natural asset inventory mapping and information systems are implemented and regularly updated.				3	
8. Management strategies implemented for the effective adaptive reuse of buildings, structures, and land.				4	
9. Incentives are available for home and business energy audits, solar energy, and water conservation.					6
10. Water conservation measures are used throughout the community.					7
11. The municipality uses electric/alternative fuel vehicles in their fleet.		N/S			
12. Electric vehicle charging stations are located throughout the community.				4	
13. Residential and business curbside or collection sites available for trash, recyclables, and compostable collection.				5	
14. Recycling and trash containers are available and present themselves together in public areas with consistent labeling.				3	
15. Events and sites are available for drop-off of hazardous, household, electronics, and difficult-to-recycle items.				5	
16. Reuse opportunities are available such as clothing, books, household goods, resale shops, and equipment repair initiatives.				5	

17. Prepared food waste collection system is available and used by businesses.					6
18. Educational programs for all ages are available and promoted for the use of environmental initiatives such as rain barrels, backyard habitats, pollinator gardens, rain gardens, solitary bee hotels, xeriscaping, chemical reduction, water conservation, and green business practices.					7
19. School/youth programs and events encourage involvement in environmental initiatives, and participants are recognized for their efforts and achievements.					8
20. Policies, procedures, and educational programs address light pollution.	N/A				
21. Programs are in place to encourage, recruit, and engage volunteers of all ages and segments of the community.					8
Totals:	Possible Points		Actual Points		Percent
5. Environmental Initiatives	160		109		68.12%

Environmental Initiatives Recommendations:

For several years Castle Rock has been working to evaluate the use of a mixture of biosolids and dredge spoils to provide a basis for plant regeneration in areas rendered barren after the deposit of dredge spoils from the Cowlitz River. Kudos to those in Castle Rock involved in the production of the video describing this study and the regeneration process. *We suggest you explore the possibility of attracting a wider audience to this story. Consider expanding on the video with close-ups of the birds and geese who have returned as well as stronger views of the original desolation, then pitch it to shows such as “Nature.”*

We were pleased to hear that a second electric vehicle charging station is under construction in Castle Rock. *We recommend that one be installed in the municipal maintenance area to enable CR to begin to add electric vehicles to their fleet as more EV equipment becomes available and added to your fleet.*

Castle Rock students are fully immersed in Gardening, Ecology, Wildlife, water conservation and more. Their hands on experience in construction and maintenance of numerous school and community projects including bioswales, detention ponds, garden beds and more is remarkable. Even more remarkable is their palpable interest in all things environmental. The environmental program at the high school and resulting demonstration garden and bioswale is excellent. Kudos.

City Hall boasts extensive plantings which skillfully incorporate areas demonstrating xeriscaping, rain gardens and other Instructive signs which nestle in the garden areas adjacent to the path that meanders through this area. *Once again, we recommend the addition of QR codes that lead the visitor to more information about this environmental initiative.*



CELEBRATING HERITAGE: Recognition, designation, protection, commemoration, and celebration of historical, cultural, natural, agricultural, and industrial resources.	Not Applicable (N/A)	Not Started (N/S) 0	In Progress 1-2	In Place 3-5	Surpasses 6-8
1. Historic Preservation, Historic Society, and Architectural Review Board are active and effective.		N/S			
2. Historic Preservation ordinances are enacted, enforced, and effectively provide commercial and residential designation, guidance, and protection.	N/A				
3. Communication of ordinances, policies, and restoration resources are easily accessible to businesses and residents.	N/A				
4. Incentives are offered to promote property preservation such as tax credits, waived permit fees, eased setbacks, and rebates.		N/S			
5. Natural and agricultural areas are designated, identified, and protected.				5	
6. Historic districts, neighborhoods, structures, and events are identified and designated.				5	
7. Cemeteries, monuments, and historical plaques are in place and well maintained.				5	
8. Archives, artifacts, and community records are collected, properly stored and preserved, and catalogued.				4	
9. Oral histories are collected, properly stored and preserved, catalogued, and utilized.		N/S			
10. Historical museums and interpretive displays are available and maintained.				5	
11. Community heritage and diversity are promoted through websites, publications, tours, interpretive signage, mobile apps, and educational programs for all ages.				3	
12. Programs are in place for the purchase, installation, and long-term maintenance of memorial features such as benches, trees, brick pathways, and lamp posts.					7
13. Programs are available to bring history to life, such theater dramas, reenactments, historic characters at public events.		N/S			
14. Historical programs are in place to encourage youth involvement, such as classes and tours available to multiple age levels.		N/S			
15. Parades, festivals, events, and programs are held to commemorate the community's heritage, culture, and diversity.					6
16. Volunteers or staff are properly trained and participate in maintaining historical sites, records, artifacts, and structures.				3	
17. Programs are in place to encourage, recruit, and engage volunteers of all ages and segments of the community.				5	
Totals:	Possible Points	Actual Points		Percent	
6. Celebrating Heritage	120	48		40.00%	

Celebrating Heritage Recommendations:

Until recently Castle Rock has done much to improve and maintain its downtown area but little to grant recognition to the history of the city. Currently, however, numerous residents have expressed a growing interest in both preserving and celebrating the events of the past which have influenced the present. We understand a study identified numerous downtown structures to be historically significant and plaques were designed and manufactured for installation on same. Similarly, the Dike Trail Walk, a historic garden walk, has been researched and printed with informational QR codes. It will soon be available at Tourism and other venues in town.

Over the past few years, signs describing the city's history have become faded and stained. We were happy to hear that the faded signs will be removed and replaced with updated versions.

Our visit to the fairgrounds just days before the opening of the Fair showed strong community interest in the city's rural history. We understand that when the fair opens it will be packed with people from far and wide. *Consider adding a bit more spice to the event. Have several volunteers grow their beards, dress as lumberjacks and be stationed near the display of lumbering saws. Demonstrations using these saws would be the icing on the cake, particularly if a timed competition between sawing teams were included.*



Also at the fair was an extraordinary miniature fair layout with working carousels, ferris wheel and more which recreates a carnival starting in the late 1930's. The early version of this layout was moved to its current location in 1963 and has been modified and expanded in the years since. It remains a favorite attraction at the fair.

The fairgrounds are extensive and remain a testament to part of Castle Rock's past. At the edge of the grounds sits a restoration of an historic log cabin which was originally located on low-lying ground nearby. The original building was a post office in 1882 and later a store and a gas station. A few historic photos are on display in the cabin. *With the closure of the Women's Club we suggest you expand the display at the cabin. Additional panels could be added along the walls to increase the display area, and some of your oral histories could be available with relevant photos nearby. The HVAC system of this cabin should be checked before considering this move.*



The Women's Club of CR played a major role in the city's history. Starting in 1912 it initiated the first annual clean-up day, the library, the flower festival which grew into the Community Fair, campfire girls and much more. Last year, with a dwindling and aging membership, the Women's Club closed. We understand that with the termination of the Women's Club many historical documents and artifacts were boxed and returned to owners or stored in facilities with little or no environmental controls. *We strongly recommend that CR lease an environmentally controlled storage unit and relocate these documents into it for preservation before they are damaged. A city with a history stretching back to the mid 1800's should have a museum worthy of its heritage. We*

suggest such a facility could be created in a subdivision of one of the existing privately owned but vacant retail buildings in town. As partial compensation, the city could provide a discount on taxes levied on the property.

We also recommend you expand your collection of oral histories Perhaps an Eagle Scout or other high school student interested in the history of Castle Rock would be willing to undertake a program to interview older long-term residents to learn first-hand about events that have shaped Castle Rock. Once recorded these could be stored at the library or included in a display in a future museum with photos of the speaker and a brief written description of the interview.

OVERALL IMPRESSION: Adequate and effective amenities are provided and in good condition. The community is welcoming, attractive, and leaves a positive impression.	Not Applicable (N/A)	Not Started (N/S) 0	In Progress 1-2	In Place 3-5	Surpasses 6-8
1. Signage ordinances are enacted and enforced, such as for temporary stake signs, billboards, and permanent signs for businesses.					6
2. Ordinances are enacted and enforced to address issues such as overgrown lots, abandoned vehicles, unscreened dumpsters, public nuisances, unregulated garage sales, and empty storefront windows.				4	
3. Code enforcement/compliance officer is on the municipal staff and all codes are enforced.				4	
4. Communication of ordinances and policies are easily accessible to businesses and residents.					6
5. Community infrastructure is in good condition to include but not limited to roadways, road shoulders, curbs, corner pads, medians, sidewalks, railroad crossings, sewers, transformers, and utility poles.					8
6. Community amenities are in good condition, such as signs, site furnishings, public restrooms, water features, lamp posts, benches, bicycle racks, drinking fountains, trash and recycling receptacles, crosswalks/pavement markings, containers, planters, and cigarette receptacles.					7
7. Residential, municipal, and business structures are in good condition, including but not limited to buildings, decks, and patios, related to lack of vandalism, graffiti, broken windows, peeling or faded paint, and rust.				5	
8. First impressions are positive in residential, business, and municipal areas. Condition of buildings, grounds, and yards are neat and in order.					6
9. Pet waste policies are posted and enforced, and pet clean-up stations are available and stocked throughout the community.				4	
10. Programs exist and are effective to address graffiti, litter, and nuisance areas.				4	
11. Ample parking with good lighting is available throughout the community.					8
12. Non-plant seasonal decorations are used in key areas.					7
13. ADA standards are implemented throughout the community, such as public buildings, parking, sidewalks, public transportation, and trails.					6
14. Gateway entry features exist and are prominent, welcoming, and maintained.					8
15. Wayfinding signage is visible, attractive, and in appropriate locations throughout the community.					6

16. Public art features such as banners, murals, and statues are used, attractive, and in effective locations throughout in the community.					7
17. Community is welcoming and promotes inclusivity such as cultural, ethnic, faith, age, and orientation.					8
18. Volunteers participate in community improvement initiatives, such as Adopt-A-Spot, Habitat for Humanity, River Sweep, home repair programs, disaster relief, and clean-up days.					8
19. Programs are in place to encourage, recruit, and engage volunteers of all ages and segments of the community.					8
Totals:	Possible Points		Actual Points		Percent
7. Overall Impression	152		120		78.94%

Overall Impression Recommendations:

From the first glance down the streets, your hanging baskets light the day with overwhelming color and your landscaped areas are thrilling. But those aren't the whole story. From the school programs that reinforce the community's single-minded goal of helping create a better Castle Rock, to parent groups fighting against youth at risk for suicide, others determined to preserve the amazing history—your town literally ROCKS.

Community and school gardening programs are phenomenal ways to get more people involved—and that is the last piece of your puzzle. Now that you have mastered making public areas into showplaces—it's time to focus attention on residential areas that need some polishing up. *Try starting a volunteer mowing/gardening team to help residents get yards shaped up. Next, when the flowers are retired, try offering the plants to residents to add color and texture to those yards that need a boost. Horticulture programs might add a program at Castle Rock that present a challenge to transform those yards.*



While most areas were nearly litter-free, we did notice a few places where graffiti did show up. *Combat this quickly and with intention, covering those quickly with fresh paint or better yet, murals. Perhaps a team of dedicated students can help monitor and correct those problem areas.*

While touring the downtown, we noted the blank firehouse wall. We suggest a combination mural/metal sculpture for the space honoring firefighters with artists and students collaborating for a showpiece.

With all the “Year of Construction” projects underway, 2024 will be absolutely spectacular. The ever-expanding volunteer base is creating a more inviting community from the Mt. St. Helens Motorcycle Club and Boy Scouts to the already tried and true Castle Rock Blooms team. Added murals by Cole Fromm promise to take downtown to a whole new level of cool. *Be sure these are mapped and included in the “creating trails” trend with QR codes.*

Congratulations again on the wonderful sense of place created in Castle Rock. This visiting team of advisors can't wait to see what you accomplish next!

EVALUATION TOUR PREPARATION AND ACTIONS: Community's readiness prior to and the action during the Evaluation Tour including an Informative Community Profile, preparedness prior to Advisors' arrival, and effective content during the Evaluation Tour.	Not Applicable (N/A)	Unmet (U/M) 0	Met 1
1. Community contact was available for pre-visit meeting for introductions and discussion of preparations.			1
2. Community Profile was provided to Advisors at least two weeks prior to the first official tour date.			1
3. Community Profile includes contacts with emails and positions.			1
4. Community Profile from a returning community includes what is new and implemented from previous Advisors' recommendations (scored as Not Applicable for a new community).			1
5. Community Profile includes a map with tour boundaries and a daily itinerary.			1
6. Evaluation Tour provided a representative cross-section of the community.			1
7. Advisors met with elected/appointed municipal leaders and staff.			1
8. Advisors met with the business and non-profit community.			1
9. Advisors met with volunteers.			1
10. Advisors met with the media.		U/M	
11. Advisors were asked to give a presentation.			1
12. A tour wrap-up session was conducted with a community representative.			1
13. Enough time was allotted for Advisors to work on the Evaluation Report in a quiet place with adequate Wi-Fi.		U/M	
Totals:	Possible Points	Actual Points	Percent
8. Evaluation Tour Preparation and Actions	13	11	84.61%

Evaluation Tour Preparation and Actions Recommendations:

Thank you for your excellent preparation prior to our visit to Castle Rock. Your Community Profile arrived in time for us to review it prior to our arrival and was most informative. Similarly, the Tour schedule was excellent, with in depth information which was of assistance both during and after the tour.

Castle Rock is a city with much to visit during a two-day tour. This makes it difficult to give the advisors adequate time to work on the evaluation at the end of the day, especially when we ask so many questions. We suggest that you make the tour stick to the schedule, gently telling the advisors they must move on. Mea culpa on this one.

DISCLAIMERS:

1. Communities are responsible for addressing the metrics in the Community Profile, Evaluation Tour Itinerary, and during the Evaluation Tour. Please note that the metric calculations contained herein are final, and each community is encouraged to focus on any changes during the following year's entry in the America in Bloom Level 3 program.
2. All information is given to the best of America in Bloom's knowledge and is believed to be accurate. Your conditions of use and application of recommendations and/or suggested products are beyond our control. There is no warranty expressed or implied regarding the accuracy of any given data or statements. America in Bloom specifically disclaims any responsibility or liability relating to the use of the recommendations and/or suggested products and shall under no circumstances whatsoever, be liable for any special, incidental, or consequential damages which may arise from such use.
3. Reference herein to any specific commercial products, processes, or service by trade named trademark manufacturer or otherwise does not necessarily constitute or imply its endorsement, recommendation or favoring by America in Bloom. The views and opinions of authors expressed herein shall not be used for advertising or product endorsement purposes.

2023 Community Recognitions

Community name/state: Castle Rock, Washington

Recognized Criterion: Floral Impact

From gateway signs adored with waves of color to hanging baskets that surely can be seen from space—Castle Rock’s floral displays make a statement: this community is unrivaled in its effort to create something special. Bedding plants are chosen with both attention to color and texture as well as pollinator value. These plants are nurtured at town buildings, at parks, along roadsides in beds, at schools and businesses by a team of volunteers that never say die. Mental health, community ties and economic development are the three big wins for Castle Rock, all thanks to the America in Bloom strategy that has firmly taken root in the robust floral displays of this community.

Noteworthy Project or Initiative: Land reclamation and waste recycling

An area of public land covered by early dredge spoils and rendered barren now receives successive layers of a mixture of dredge spoils from the river and biosolids from the water treatment plant. Over three years and several applications, grasses have begun to grow, and geese have returned in an excellent, ongoing land reclamation project.

America in Bloom
PO Box 44005 • Columbus, OH 43204 • 614-453-0744
www.AmericaInBloom.org • aib@AmericaInBloom.org

1. CALL TO ORDER

Mayor Paul Helenberg called the pre-budget workshop of the Castle Rock City Council to order at 3:21 PM.

a. Pledge of Allegiance

Mayor Helenberg led the Pledge of Allegiance.

b. Roll Call

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

Staff present: Police Chief Charlie Worley, Public Works Director Dave Vorse, Public Works Senior Operator Tyler Stone, and Clerk-Treasurer Carie Cuttonaro.

2. WORKSHOP

a. The purpose of this meeting is to discuss items that may be included in the 2024 budget.

Discussion may include maintenance projects, capital projects, wages, consideration of increase in utility rates, revenue projections and proposed expenditure items.

Mayor Helenberg, Clerk-Treasurer Carie Cuttonaro, Police Chief Charlie Worley, Public Works Director Dave Vorse, Councilmembers Lee Keesler, Art Lee, and Earl Queen discussed the drop in revenues.

Clerk-Treasurer Carie Cuttonaro stated she could send the entire fund revenue report to council so they could see each line item individually.

Dave Vorse asked those in attendance if there were any items such as projects, personnel, etc. they would like to see incorporated into the budget.

Councilmember Art Lee stated he would like to see upgraded timers on the lights on the trail.

Dave Vorse stated a grant may be able to be obtained for projects such as the lights on the trail and other maintenance projects through a Local Park Maintenance Grant.

Councilmember Lee Kessler requested to add or replace the 'No Overnight Parking or Camping' signs at Lion's Pride Park.

Councilmember Art Lee requested consideration of a water feature park/spray park.

Councilmember Ellen Rose requested "City of Smiles" signs and cameras at the Reservoir by Carpenter Road.

Councilmember Earl Queen requested better crosswalk observance. Councilmember Lee Kessler suggested looking into how much it would cost to install the push buttons with the flashing lights at the crosswalks. Mayor Helenberg and Art Lee requested painting the additional curbing along Huntignton Avenue in front of Fibre Federal and along Front Avenue by the Creation Center.

Councilmember Lee Kessler requested to add another officer to the force and also requested additional information on tax limitations for funding police officers.

Councilmember Ellen Rose requested looking into help for the Visitor Center.

Police Chief Charlie Worley is expecting to see a proposal regarding the Humane Society sometime in September.

Mayor Helenberg requested looking into replacing the City Hall building sign with a larger sign and possibly remodeling/updating the City Hall foyer.

Clerk-Treasurer Carie Cuttonaro requested looking into revamping or resurfacing the stairs inside City Hall.

Police Chief Charlie Worley would like to look into additional space for the Police Department.

3. ADJOURNMENT

There being no further business, Mayor Helenberg adjourned the meeting at 4:37 PM.

Mayor Paul Helenberg

Clerk-Treasurer Carie Cuttonaro

1. CALL TO ORDER

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

a. Pledge of Allegiance

Mayor Helenberg led the Pledge of Allegiance.

b. Roll Call

Councilmembers present: Art Lee, Lee Kessler, Earl Queen, and Paul Simonsen. Councilmember Ellen Rose arrived at 7:34 pm.

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

In remembrance of September 11th, Mayor Helenberg requested a moment of silence.

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

Clerk-Treasurer Carie Cuttonaro gave a verbal report.

Mayor Helenberg, Public Works Director Dave Vorse, and Councilmembers Lee Kessler, Paul Simonsen, and Art Lee provided comment.

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 Queen made a motion, seconded by Lee, 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 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)

Public Works Director Dave Vorse presented.

Councilmember Lee made a motion, seconded by Rose, to approve the Change Order to the 2023 Joint Agency Pavement Overlay Project. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

- 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)

Police Chief Charlie Worley gave a verbal report.

Councilmember Queen made a motion, seconded by Rose, to approve the request to declare five Police Department issued firearms as surplus and use as trade-ins. Mayor Helenberg and Police Chief Charlie Worley provided additional comment. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

- 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)

Mayor Helenberg presented.

Councilmember Ellen Rose provided comment.

Councilmember Queen made a motion, seconded by Rose, to approve Ordinance No. 2023-08. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, Simonsen, and Rose voted 'Aye'.

- 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)

Public Works Director Dave Vorse presented.

Councilmember Art Lee and Mayor Helenberg provided comment.

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

10. OTHER BUSINESS

Cowlitz County Commissioner Rick Dahl provided comment.

11. ADJOURNMENT

There being no further business, Mayor Helenberg adjourned the meeting at 7:52 PM.

Mayor Paul Helenberg

Clerk-Treasurer Carie Cuttonaro

As of this date, 10/9/2023, 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# 1024-9/2023	186.92	9/5/2023
Adjustment/EFT	EFT# 1025-9/2023	7,992.07	9/24/2023
Adjustment/EFT	EFT# 1026-9/2023	6,999.00	9/11/2023
Adjustment/EFT	EFT# 1027-9/2023	104,775.00	9/27/2023
Claims	Check 54505-Voided	(2,150.00)	9/18/2023
Claims	Check 54629	1,447.73	9/13/2023
Claims	Check 54630 - 54631	269.99	9/14/2023
Claims	Check 54632-(Void, Amt was entered as 0.00)		9/14/2023
Claims	Check 54633	15.86	9/14/2023
Claims	Check 54634	1,525.28	9/22/2023
Claims	Check 54635	1,236.18	9/29/2023
Claims	Check 54636 - 54706	290,659.61	9/29/2023
		<u>412,957.64</u>	

Payroll Expenditures

<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Mid-Month Draw	Nacha # 1088227	23,850.00	9/15/2023
Mid-Month Draw	Taxes	6,010.00	9/15/2023
EOM Payroll	Nacha # 1073127	65,241.74	9/30/2023
EOM Payroll	Checks 26508 - 26527	81,192.54	9/30/2023
EOM Payroll	Taxes	28,134.96	9/30/2023
EOM Payroll Benefit	EFT	125.81	9/30/2023
Uniform Allowance	Checks	-	
Uniform Allowance	Taxes	-	
Accrued - Quarterly Payroll Tax - L&I		-	
Accrued - Quarterly Payroll Tax - ESD		-	
Accrued - Quarterly Payroll Tax - PFML		-	
Accrued - Quarterly Payroll Tax - WA CARES		-	
		<u>204,555.05</u>	

TBD Expenditures

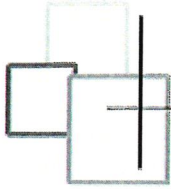
<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Adjustment/EFT	EFT#	-	
Adjustment/EFT	EFT#	-	
Claims	Check 2065	33,056.89	9/30/2023
Claims	Check	-	
		<u>33,056.89</u>	

	<u>Amount</u>	<u>Payment Date</u>
Grand Total Expenditures	650,569.58	9/1/2023 - 9/30/2023
Fund Transaction Summary Report	<u>650,569.58</u>	
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 - Sep - Oct - City Council
System Types: Cash Management, Financials, Payroll, Resources, UB2, Utility Billing

Fund Number	Description	Amount
010	General Fund	\$150,372.50
100	Street Fund	\$21,623.97
115	Building Code Account Fund	\$3,158.72
120	Visitor Center Fund	\$1,943.04
130	Library Fund	\$1,602.31
145	Local Criminal Justice Fund	\$947.45
170	DOT Spoil Site Fund	\$6,796.13
400	Water/Sewer Operating Fund	\$214,531.75
410	Regional Water System Fund	\$41,582.21
415	DNU - 2022 - Regional Sewer System Fund	\$0.00
420	Stormwater Management Fund	\$12,672.20
425	Stormwater Capital Reserve Fund	\$7,330.45
435	Muni Water Capital Improvement	\$132,393.00
470	Muni Sewer Capital Imprv Reserve	\$19,725.84
475	Boat Launch Facility Fund	\$1,328.02
631	Utility Deposit Fund	\$44.12
632	Transportation Benefit District Fund	\$33,056.89
634	State Custodial Pass-Thru Fund	\$1,460.98
Count: 18		\$650,569.58

ORDINANCE NO. 2023-09

AN ORDINANCE OF THE CITY OF CASTLE ROCK, WASHINGTON AMENDING, IN PART, CHAPTER 13.06
WATER AND SEWER REGULATIONS OF THE CASTLE ROCK MUNICIPAL CODE

WHEREAS, the City Council has determined it in the best interest of the City to amend the administrative authority threshold relating to adjustment of utility bills.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Castle Rock, Washington that Castle Rock Municipal Code Chapter 13.06 Water and Sewer Regulations is amended, in part, as follows:

Section 1. 13.06.120 Administrative authority. ~~The city clerk-treasurer is authorized to administratively adjust utility bills (water, sewer and stormwater services) by not more than three-hundred dollars (\$300) per adjustment. Any amount exceeding this threshold must be presented to the city council for their authorization of the adjustment.~~ The Public Works Director is authorized to approve or deny utility leak adjustment requests applicable to CRMC 13.06.130 Basis for adjustment. The Clerk-Treasurer is authorized to administratively adjust approved leak adjustments up to one thousand dollars (\$1,000). Any approved leak adjustment request exceeding this threshold must be presented to the Mayor for their authorization of the adjustment.

Section 2. 13.06.130 Basis for adjustment.

A. The ~~city clerk-treasurer~~ may adjust water bills in the event of any sudden confirmed leak or break. Customer must make a written request to the ~~city clerk-treasurer's office~~ and provide proof of the leak, such proof to include receipts for repair costs, pictures or certification by ~~public works~~ personnel.

B. No adjustments are allowed for the following: leaky faucets, faulty plumbing fixtures, faucets or hose bibs left on, hot water heaters, faulty irrigation systems or water features (ponds, pools, fountains, etc.), neglect or failure to repair broken pipes, or leaks not repaired within 30 days of notification.

C. It shall be the burden of the customer to prove that the excessive use was the product of a malfunction and that the customer notified the city of the malfunction as soon as practical.

D. No adjustments shall be made until the public works department verifies that a leak no longer exists. All repairs must be made within 30 days of notification that a leak is present.

E. The ~~city clerk-treasurer's office~~ bases the amount of an adjustment on the customer's average for 12 months' consumption, if available. If the customer has not established a history of this length, the average will be determined by using the available consumption history. Only the sewer billing amount will be adjusted for qualified leaks; and the customer will be credited for any amount billed over the customer's average sewer use, for the applicable billing period.

F. If leak charges are reflected over a multi-month period, the second month may be adjusted if concurrence is obtained from the ~~public works director~~. The maximum multi-month period will be limited to two consecutive billing cycles.

G. Leak adjustments shall be limited to only two adjustments per service, within a 12-month period. The third adjustment request for the same address will not be granted until the customer replaces the plumbing and proof of the repair is provided to the city and verified by the ~~public works department~~ that a leak no longer exists.

H. Adjustments for “special circumstances” may be approved by eCity eCouncil under the following conditions:

1. Nonprofit organizations qualifying for a leak adjustment must submit a written request to the eCity eCouncil requesting special circumstances. Nonprofit organizations must still meet all customer responsibilities outlined in above sections to qualify for a leak adjustment.

2. Usage Associated with Suspected Theft of Services. Utility customer must have filed a police report with the Castle Rock pPolice dDepartment and also must describe actions taken to prevent future accessibility to their service. Adjustments will not be approved until the pPolice dDepartment completes their investigation and provides a recommendation to the eCity eCouncil.

3. Malfunction of City-Owned Equipment. No adjustments shall be approved for this reason without validation by the pPublic wWorks dDirector.

All requests for adjustments due to special circumstances must clearly state the special circumstance, resolution of the problem and any hardships created by the leak. A representative of the organization or service customer will be required to attend the council meeting to provide information to the city council. Based on the information, eCity eCouncil may consider additional adjustment options and must include specific reasons for such action in their motion.

Section 3. Effective Date. The effective date of this ordinance will be five days from publication.

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

Mayor

Attest:

Approved as to form:

City Clerk

City Attorney

Publication Date:

ORDINANCE NO. 2023-10

AN ORDINANCE OF THE CITY OF CASTLE ROCK, WASHINGTON AMENDING
CRMC 2.40 REGARDING OFFICE HOURS

WHEREAS, the City Council has determined it in the best interest of the citizens and the City of Castle Rock (the "City") organization to adopt a 4 day, 10 hours a day, week of operation for the offices located in City Hall (the "4/10 schedule"); and

WHEREAS, the 4/10 schedule will provide better access for citizens to conduct business with the City earlier and later in the day; and

WHEREAS, the 4/10 schedule will help reduce the costs of operation of some of the City facilities by being open for one less day each week.

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

Section 1. That Chapter 2.40 of the Castle Rock Municipal Code shall be, and is hereby, amended to read as follows:

Chapter 2.40
OFFICE HOURS

Sections:

2.40.010 Designated – Exception.

All offices and departments of the city shall be kept open for the transaction of business with the public from the hours of ~~8:30 a.m. to 4:30 p.m.~~ 7:30 AM to 5:00 PM (standard time or daylight savings time, whichever is the official time for the state on any particular date), ~~five~~ four days per week, Monday through ~~Friday~~ Thursday, excepting legal holidays, provided that the Mayor may authorize any office or department to vary from these hours where it will promote the efficiency of the office or department and provide adequate service to the public. The Mayor may also authorize temporary changes to these days and hours, including closure of offices and departments of the city, from time to time, for purposes of employee safety and/or training.

Section 2. This Ordinance shall be in full force commencing January 1, 2023, being more than thirty (30) days from the date of its passage and publication as required by law.

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

Mayor

Attest:

Approved as to form:

City Clerk

City Attorney

Publication Date: _____

Contract Number: S21-790A0-218

Amendment Number: A

**Washington State
Community Economic Revitalization Board**

1. Contractor City of Castle Rock PO Box 370 Castle Rock, WA 98611		2. Contractor Doing Business As N/A	
3. Contractor Representative David Vorse Director, Public Works Department (360) 274-7478 crpwd@ci.castle-rock.wa.us		4. CERB Representative Janea Stark CERB Executive Director 360.252.0812 Janea.Stark@commerce.wa.gov	
5. Original Contract Amount \$2,000,000	6. Amendment Amount 		7. New Contract Amount \$2,000,000
8. Amendment Funding Source Federal: State: X_ Other: N/A:		9. Amendment Start Date Date of last signature	10. Amendment End Date June 28, 2026
11. Federal Funds (as applicable): N/A	Federal Agency: N/A		CFDA Number: N/A
12. Amendment Purpose: Adding an additional Scope of Work: Construction and installation of a 6" pressure sewer main at Exit 48 on the I-5 interchange where the installed water main is located.			
CERB, defined as the Community Economic Revitalization Board, and the Contractor acknowledge and accept the terms of this Contract As Amended and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and all other documents incorporated by reference. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between CERB and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".			
FOR THE CONTRACTOR Paul Helenberg, Mayor City of Castle Rock Date		FOR CERB Michael Echanove, Chair Community Economic Revitalization Board Date APPROVED AS TO FORM ONLY APPROVED AS TO FORM ONLY <u>08/27/2019</u> Sandra Adix Assistant Attorney General Date	

Certificate Of Completion

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Local Government

Program: CERB

ContractNumber: S21-790A0-218

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Contract Amendment

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Barbara Smith

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Paul Helenberg

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phelenberg@ci.castle-rock.wa.us

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Michael Echanove

Echanove@palouse.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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David Vorse

crpwd@ci.castle-rock.wa.us

Public Works Director

Security Level: Email, Account Authentication
(None)**COPIED**

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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

EMPLOYMENT AGREEMENT

By and between

**CITY OF CASTLE ROCK
POLICE DEPARTMENT**

and

TEAMSTERS LOCAL NO. 58

January 1, 2024 to December 31, 2026

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PREAMBLE

This AGREEMENT made and entered into by and between the City of Castle Rock, hereinafter referred to as the “Employer”, and Teamsters Local Union #58 hereinafter referred to as the “Union”, governing wages, hours and working conditions of employment for employees of Castle Rock Police Department.

ARTICLE 1 – Union Recognition

1. The Union is recognized as the sole and exclusive bargaining agent for all regular employees in the City of Castle Rock Police Department, excluding supervisory and confidential employees, temporary and casual employees, and part-time employees who work twenty (20) hours or less per week. A regular employee is an employee who is appointed to a budgeted position for an indefinite period of time and has a normal work schedule in excess of twenty (20) hours per week.
2. All present employees who are not already members of the Union shall, as a condition of employment, become members of and maintain membership in the Union, within thirty-one (31) days after the effective date of this Labor Agreement.
3. All new hires, not already members of the Union, shall become members on or immediately after the 30th day of employment, as a condition of employment. New employees are required to serve a probationary period (during which they may be terminated without recourse to the grievance procedure).
4. Upon receipt of a properly executed authorization card signed by the employee, the Department agrees to deduct all regular union dues and initiation fees from the employee’s pay that are uniformly required to maintain the employee in good standing in the Union. Such deductions are to be transmitted to the Union each month. The Union shall also indemnify the Employer and save the Employer harmless from any and all claims against the City arising out of administration of this Article including the amounts of union dues deducted and withheld from earnings.

ARTICLE 2 – Management Rights

1. Except as abridged by this contract, the Employer shall retain the exclusive right to exercise the customary functions of management, including but not limited to: directing activities of the respective departments; determining the methods of operation, including introduction of new equipment; the right to hire, layoff, transfer, promote; to discipline or discharge for just cause; to determine work schedules and assign work; to establish performance objectives; to set job standards; and to evaluate performance of employees. Provided, the Castle Rock City Council shall retain the authority to negotiate all items with budgetary impact such as rates of pay, amount of vacation, sick leave and holidays, health insurance, life insurance, overtime rate, call back rate and uniform allowance.

ARTICLE 3 – Hours of Work and Overtime

1. The normal work week, to the extent consistent with the operating requirements of the Department, shall consist of:

Four (4) ten (10) hour days scheduled by the Department Head or the Supervisor and three (3) days off out of any seven (7) consecutive calendar days. Day and night shifts will be rotated every six (6) weeks among employees. When changing from day/night shift, employees will be given one (1) day off to transition for shift. Upon mutual agreement, employees may trade shifts with each other as long as operational needs of the City are met.

2. Employees shall be compensated at the rate of one and one-half (1½) times their regular rate of pay in either cash or compensatory time off, for overtime work under the following conditions, but in no event shall such compensation be received twice for the same hours.
 - All assigned work in excess of forty (40) hours in any one week. Overtime shall be computed to the nearest one-quarter (.25) hour except as otherwise provided herein.
 - All hours worked in excess of ten (10) on an assigned 4/10 work schedule.
 - Overtime is a premium pay and the Union and the City agree such premium pay will be provided only as scheduled and/or approved by the City and subject to the conditions provided herein.
 - For the purpose of this section, all paid leave hours taken by the employee shall be considered hours worked.
 - Compensatory time off shall be at the mutual written consent and agreement between the employee and the Department Head. If there is no signed agreement/authorization for compensatory time, all overtime shall be paid in cash.
3. Overtime shall be computed and paid to the employee on the following basis: Call time shall consist of a three (3) hour minimum, paid at time and one-half (1½); any time of three (3) hours or more shall be paid at actual clock time basis, to the nearest one-quarter hour, at time and one-half (1½).
4. In the event employees are required to work on a regularly scheduled day off, they shall receive time and one-half (1½) pay. Employees who are required to appear in court on a day off shall receive a minimum of three (3) hours at the time and one-half (1½) rate. Employees scheduled to appear in Court, and not given forty-eight (48) hours' notice of cancellation, shall be entitled to the three (3) hours provision above. Any employee not given forty-eight (48) hours' notice of any shift schedule change shall receive a minimum of three (3) hours at the time and one-half (1½) rate.
5. All employees shall be granted a fifteen (15) minute coffee break approximately half way through the first half of their shift, and a fifteen (15) minute coffee break approximately half way through the second half of their shift. Such coffee breaks shall be taken without loss of pay and the employees shall not be required to make up such time. Employees shall be granted a thirty (30) minute paid meal period during each

shift. To the extent consistent with the operations requirements of the department, each meal period shall be scheduled in the approximate middle of the shift. It is understood, however, that during such breaks and lunch periods, the employee will be subject to call and is not considered out of service.

6. All extra work shall be offered to all available officers on the Seniority Roster, prior to any reserve being called.

ARTICLE 4 – Holidays

1. The following shall be recognized as holidays:

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

* Floating Holiday(s) shall be scheduled or used by September 1, of each year. If not scheduled and not taken by the end of the year, it is lost unless attempts were made to schedule and the Employer could not let people off, in which case it will be paid at time and one-half rate if worked, unless the Employer has failed to mutually agree to all the time off.

2. Holidays occurring on an employee's day off or during an employee's vacation, shall entitle the employee to an additional day's pay or an additional day off, mutually agreed to.
3. For all officers and other employees the holiday shall be on the day designated in paragraph 4.1, and these employees shall be paid at the time and one-half (1 1/2) rate of pay for hours worked on the holiday in addition to their regular pay.
4. Overtime occurring on a holiday will be compensated at two (2) times the employee's regular rate of pay. Double time does not apply to regularly scheduled holiday shift, which shall remain subject to the time and one-half (1 1/2) rate.

ARTICLE 5 – Vacations

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

<u>Months of Service</u>	<u>Amount of Monthly Accrual</u>
0 – 12	3.33 hours
13 – 36	6.67 hours
37 – 48	11.33 hours
49 – 60	12.67 hours
61 – 72	13.33 hours
73 – 96	14.00 hours
97 – 132	14.67 hours
133 – 156	15.67 hours
157 – 168	16.00 hours
169 and over	16.67 hours

2. Employees may elect to cash out up to 60 hours of vacation once in 2024, once in 2025 and once in 2026. To be eligible to cash out vacation time, an employee must utilize 120 hours from their accrual bank. Employees must submit a formal request with adequate notice* to cash out vacation in writing to the Police Chief and Payroll.

*Adequate notice is defined as an approved request submitted to Payroll by the timecard due date.

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

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

4. Vacation leave is not available to the employee until after having served six (6) consecutive months of employment. A re-employed or reinstated employee must also have six (6) months of continuous service before being entitled to use vacation leave.
5. Leave credits accumulated are cancelled automatically on separation after periods of service of less than six (6) continuous months.
6. Vacation leave shall accumulate to a total of two hundred eighty hours (280), after which time, if no leave is taken, no additional leave shall be credited. That is, an employee at no time shall have more than two hundred eighty (280) hours of accumulated vacation leave, except with prior approval of the Chief and/or Mayor. Provided, that all such approved time shall be used down to the maximum hours within ninety (90) days of the signed approval date.
7. All accumulated vacation leave shall be allowed when an employee leaves the employment of the City of Castle Rock for any reason, provided notice has been given. (Note exception of 5.4 above). Adequate notice is defined as a written notice submitted to the department head at least fourteen (14) days prior to termination of employment.

In case of death, all accumulated vacation leave shall be paid to the beneficiary of the employee. All payments of terminal leave for the unused vacation leave shall be paid as follows:

- Accruals based upon the employee's current earned vacation time shall be paid at the current rate of pay, with any excess accrued vacation time to be paid at the prior year's rate of pay.
 - Payment of terminal leave will be made at the time of payment of the final payroll for the employee, provided that no debt or equipment, excluding clothing, is owed to the City by the employee.
8. Authorized leave of absence without pay shall not interrupt prior or continuous service. However, the employee shall not be credited with earned vacation leave days during the period of authorized leave of absence without pay.
 9. Casual, intermittent or occasional employment shall be considered temporary employment and is not covered by the provisions of this Article.
 10. Casual employees shall be defined as any employee who works twenty (20) hours or less per week.
 11. Vacation schedules shall be posted no later than February 1st of each calendar year and all employees shall indicate their choice of vacation time on the schedule in accordance with their seniority by classification and assignment. The vacation schedule shall be completed by April 1st and preference shall be given to seniority in the scheduling of vacations. Employees who fail to sign the vacation schedule by April 1, shall be scheduled on a "first come, first served" basis.
 12. Employees shall be required to schedule forty (40) hours of annual vacation accrual as a single block of time off, unless other arrangements are pre-approved by the Chief. Remaining vacation time may be scheduled by the employee as needed and approved by the Chief. Employees must utilize up to two (2) weeks of vacation time per year if accrued.

ARTICLE 6 – Seniority

1. Employees shall attain seniority after completion of their one (1) year probationary period. Seniority shall be equal to the length of continuous service within the bargaining unit, beginning with the employee's last date of hire. Seniority shall be broken by separation from employment for any reason; provided, however, that an employee recalled from layoff shall have his/her previous seniority credit restored if the recall occurs within one and one-half (1½) years of the layoff.

Seniority shall prevail in the scheduling of days off and vacations. In the interest of public safety, shift assignment will be made by the department, based upon the manpower need, experience and ability. All requests for shift changes will be given full consideration before a final determination is made. Shift changes shall not be made without first discussing the change with the affected member.

2. The seniority, layoff and recall provisions of this Agreement shall replace Civil Service Rules. When a reduction in force occurs, the Employer shall determine the classifications affected and layoff shall be by classification. Provisional, temporary and probationary employees shall be laid off before regular employees. In selecting

employees to be laid off, the Employer shall consider qualifications, ability, seniority and the department's needs for special training, skills and experience. If a layoff is made outside of the seniority order, the adversely affected employee may grieve a layoff if the employee feels the City was unreasonable in its determination of layoff order. An employee selected for layoff may bump the least senior employee in a lower related classification if he/she previously performed the duties of the position satisfactorily as a regular employee. Laid off employees shall have no right of accrual or acceleration of benefits during the duration of the layoff. Layoff registers shall be maintained by classification. When a vacancy occurs in a classification, the most senior employee shall be recalled to fill the vacancy, provided the employee previously performed the duties of the position satisfactorily as a regular employee and is fully qualified to perform the position. Employees shall remain on the layoff register for one and one-half (1½) years. They shall lose their right of recall if, as a result of their failure to provide the Employer with correct information on how to communicate with them, the Employer is unable to contact them within seven (7) calendar days. Recalled employees shall re-enter the wage and benefit level at the same level the employee was at when the layoff occurred.

3. On the date of this Agreement, the Police department has the following classifications:
 - Sergeant
 - Corporal
 - Police Officer
4. These classifications are reflective of the classifications in existence at this time and are not intended to preclude newly created classifications.
5. When employees have the same seniority date, ties shall be broken by the level of placement on Civil Service Hiring List; with the higher list position resulting in the highest seniority placing. In the absence of a Civil Service placement, the seniority listing shall be in alphabetical order. However, when a tie exists between an employee hired as a lateral entry and an employee not hired as a lateral entry, the employee hired as a lateral entry shall have a higher seniority listing, regardless of placement on an eligibility list.

ARTICLE 7 – Sick Leave

1. It is the intent by both parties to be in compliance with the Washington Paid Sick Leave Law but in no event will the sick leave provisions be less than the following: All full-time employees shall accrue sick leave benefits at the rate of (10) hours for each calendar month of continuous employment.
2. Sick leave may be taken for any of the following reasons:
 - A. An absence resulting from an employee's mental or physical illness, injury or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
 - B. To allow the employee to provide care for a family member with a mental or physical illness, injury or health condition; care of a family member who needs

- medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or care for a family member who needs preventive medical care;
- C. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason;
 - D. An employee is authorized to use paid sick leave for absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW
 - E. Any other reason allowed by Washington State or Federal Law
3. For purposes of this section, "family member" means any of the following:
- A. A child, including a biological, adopted or foster child, stepchild or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
 - B. A biological, adoptive, de facto, or foster parent, step-parent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee has a minor child;
 - C. A spouse;
 - D. A registered domestic partner;
 - E. A grandparent;
 - F. f. A grandchild;
 - G. A sibling; or
 - H. Any other person defined as a family member under Federal or Washington State law.
4. At the employee's option, vacation leave may be used as sick leave but sick leave may not be used as vacation leave.
5. An employee receiving industrial insurance shall not receive sick leave benefits, provided however, if such industrial disability benefits are less than the amount of sick benefits provided herein for such period, such employee shall receive sick leave benefits sufficient to make his/her total benefits equal to his/her regular salary. An employee receiving industrial insurance who has no accrued sick leave benefits may use vacation benefits to supplement his/her insurance benefits, the total not to exceed his/her regular salary.
6. An employee receiving short term disability payments shall not receive sick leave benefits, provided however, if such short term disability benefits are less than the amount of sick benefits provided herein for such period, such employee shall receive sick leave benefits sufficient to make his/her total benefits equal to his/her regular salary. An employee receiving short term disability payments who has no accrued sick leave benefits may use vacation benefits to supplement his/her insurance benefits, the total not to exceed his/her regular salary.

7. Employees must give reasonable notice of an absence from work as outlined in RCW 49.46.210.
8. For absences exceeding three days, verification may be required that an employee's use of paid sick leave is for an authorized purpose. If an employer required verification, verification must be provided to the employer within a reasonable time period during or after the leave. The Employer may request the opinion of a second doctor, paid at the Employer's expense, to determine whether the employee suffers from a chronic physical or mental condition which impairs his/her ability to perform the job.
9. An employer may not require, as a condition of an employee taking sick leave, that the employee search for or find a replacement worker to cover the hours during which the employee is on paid sick leave.
10. Upon written request by the donating party, an employee may receive donations of annual leave not to exceed 240 hours in any twelve month period from other employees to his/her sick leave time if an employee has passed a successful probationary period, exhausted all of their sick leave and annual leave and compensatory time and is incapacitated to the extent that he/she cannot perform his/her normal duties because of an illness or injury and is under a doctor's care for illness or injury. If the employee is released to return to work, any remaining donated leave will be credited back on a prorated basis to those employees who donated the leave.
11. Employees earn and may use sick leave benefits from the date of employment. Employees do not earn sick leave benefits during a leave without pay. Employees do not earn sick leave benefits, and may not use any earned but unused sick leave benefits during a suspension without pay.
12. Unused paid sick leave carries over to the following year. Employees are allowed to carry over no more than seven hundred twenty (720) hours of sick leave. An employee shall receive compensation for accumulated sick leave above seven hundred twenty (720) hours that is eligible for roll-over at the rate of fifty percent (50%). Payment for this shall be received in the final payroll period of the applicable year.
13. Employees separating employment with the City shall be entitled to receive a buyout for accumulated unused sick leave, not to exceed a maximum accrual of 720 hours. Buyout shall be at twenty percent (20%) of their accumulated sick leave hours providing they have been employed by the City for less than eleven (11) years. Employees who have been employed by the City for eleven (11) years or more shall receive a buyout of twenty-five percent (25%) of their accumulated sick leave hours. Sick leave buy out shall be at the employee's current straight time rate of pay.

Employees who are discharged for cause shall not be entitled to receive a buyout of their accumulated sick leave.
14. In case of death, all accumulated sick leave shall be paid to the beneficiary of the employee.
15. When there is a separation from employment and the employee is rehired within twelve months of separation, previously accrued unused paid sick leave shall be reinstated and

the previous period of employment shall be counted for purposes of determining the employee's eligibility to use paid sick leave under subsection 7.13 of this contract.

ARTICLE 8 – Uniforms & Cleaning

1. For all new employees that are required to wear a uniform, the City will provide two (2) pants, two (2) shirts, one (1) jacket, one (1) hat, brass, duty belt, cuffs, ballistic vest, uniform vest, one (1) raincoat and boots. The ballistic vest shall be replaced every five (5) years at City expense, using the Second Chance Monarch Threat Level III vest. If employee wishes upgrade he/she may utilize money in clothing allowance to cover balance of purchase price.
2. All uniforms and equipment purchased and supplied by the City to the employee shall be returned to the City upon termination of employment.
3. Effective January 1, 2024 and for the duration of this contract, for the classifications of Sergeant, Corporal, and Police Officer, the City shall provide a uniform and cleaning allowance of nine hundred fifty dollars (\$950.00) in 2024, one thousand dollars (\$1,000.00) in 2025 and one thousand dollars (\$1,000.00) in 2026, per officer, to provide for the replacement and cleaning of same. The allowance shall be paid by the City in a separate check to each officer and shall be received by each officer no later than January 20 of each year of this Agreement. Items damaged in the line of duty outside of reasonable wear and tear will be replaced by the City. Such items shall not be charged against the employee's uniform and cleaning allowance unless such wear and tear can be shown to be due to employee negligence.
4. Any individual assigned to SWAT shall receive an additional two hundred dollars (\$200.00) to provide for the replacement and cleaning of the same.
5. The City will provide one (1) Blumenthal tactical heavyweight patrol suit or jump suit of an equal quality or Dress (Class A) uniform in the classifications of Sergeant, Corporal, or Police Officer. Effective January 2021, the City shall purchase one (1) patrol suit or Dress (Class A) uniform every nine (9) months and distribute to employee(s) in seniority order.

ARTICLE 9 – Equipment

1. Employees shall not be required to operate unsafe or mechanically unsound equipment.
2. Effective January 1, 2021, employees shall receive one-half percent (.5%) above their base salary for carrying a department issued cell phone.

ARTICLE 10 – Discharge or Suspension

1. An employee shall not be discharged or suspended without cause. A notice of discharge or suspension shall be sent, in writing, to the Union. In the event and employee is discharged or suspended, he/she may request an investigation and should such investigation establish a lack of cause, he/she shall be reinstated without loss of pay. In the event the Police Chief and the Union cannot agree on the discharge or suspension, after a fair hearing the discharge or suspension may be taken before the Civil Service

Commission of the City of Castle Rock for resolution in accordance with the rules and regulations of said commissions, or processed as a grievance as provided in Article 11.

ARTICLE 11 – Grievance Procedures

1. A grievance shall be defined as an issue raised relating to the alleged violation of an express term or provision of this Agreement, or alleged improper disciplinary action against an employee.
2. Employees grieving disciplinary action may utilize the established Civil Service procedures or the contractual grievance procedure. Once the procedure is initiated, access to the other shall be deemed to have been waived.
3. A grievance may be initiated with Employer within thirty (30) calendar days of the Union's or grievant's knowledge of the alleged violation, but in no event may a grievance be initiated after ninety (90) calendar days of the alleged violation or disciplinary action.
4. Step One: Oral Discussion. Employees may notify their Supervisor of the grievance and then, if they so desire, shall discuss the grievance with the Union Representative. If the union Representative considers the grievance to be valid, then the employee and/or the union Representative will contact the Chief of Police to effect a settlement of the complaint.
5. Step Two: Written Submission. If the grievance is not resolved to the Union's satisfaction at Step One, the Union shall, within ten (10) calendar days, submit the grievance in writing to the Chief of Police. Within ten (10) calendar days after the Chief's receipt of the grievance the Chief and Union shall meet to discuss the grievance and, within seven (7) calendar days after the meeting, the Chief shall give the Union and the grievant a written answer to the grievance.
6. Step Three: Appeal. If the grievance is not resolved to the Union's or grievant's satisfaction at Step Two, the Union shall within ten (10) calendar days, submit the grievance in writing to the Mayor or his/her designee. Within ten (10) calendar days after the Mayor's or designee's receipt of the grievance, the parties shall hold a grievance meeting to discuss the grievance. The Mayor or designee shall give the Union a written answer to the grievance within ten (10) calendar days after the grievance meeting.
7. Step Four: Arbitration. The Union may appeal an adverse decision of the Mayor or designee to a neutral arbitrator. The Union shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the Mayor's decision. The Union shall, within ten (10) calendar days of the Union's request to arbitrate, request a list of nine (9) independent arbitrators from the Federal Mediation and Conciliation Service. The right to first strike from the list shall be determined by a flip of a coin.
8. In accordance with any arbitration proceeding held pursuant to this Agreement, it shall be understood by the parties involved that:

- A) In any arbitration proceeding held pursuant to this Agreement, the Arbitrator shall have no authority to render any decision that will add to, subtract from or alter, change or modify the terms of this Agreement. The power of the arbitrator shall be limited to interpretation or application of the express terms of this Agreement, and all other matters, including negotiations, shall be excluded from arbitration.
 - B) The decision of the arbitrator shall be made, in writing, after the conclusion of testimony and shall be final and binding on both parties.
 - C) The cost of the arbitrator shall be borne equally by the Employer and the Union, and each party shall bear the cost of presenting its own case. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, that if the other party requests a copy, such cost shall be shared equally.
9. Time limits provided for herein may be waived by written agreement of the parties. If the Employer fails to answer a grievance within the time limit, the Union may immediately advance the grievance to the next step.

ARTICLE 12 – Health and Welfare

1. The City agrees to remit to OTET the full amount required by the Trust per full time employee covered by this Agreement who was compensated for eight (80) hours or more per month during the preceding month to provide FW-L Medical, D-6 Dental and V-4 Vision during the term of this Agreement.
2. The City shall provide life insurance to each member of this bargaining unit through AWC throughout the term of this Agreement in the amount of fifty thousand dollars (\$50,000.00) in lieu of the ten thousand dollar (\$10,000) Teamster Life Insurance Policy. It is understood that the City shall pay the full cost of the AWC life insurance policy. The City shall be responsible to ensure that the employees are provided with uninterrupted life insurance coverage throughout the term of this Agreement.
3. Employees who have worked eight hundred twenty (820) hours in employment in Washington during the “qualifying period” and have experienced a “qualifying event” are eligible to apply for the Washington Paid Family & Medical Leave. This plan allows:
 - Up to 12 weeks of medical leave to recover from or get treatment for a “serious health condition”, or family leave to take care of a qualifying family member who is ill or injured with a “serious health condition” or to bond with a new child or for certain military events.
 - Up to 16 weeks of combined medical and family leave if you have events covered by both in the same claim year.
 - Up to 18 weeks of combined medical and family leave if you experience a condition in pregnancy that results in incapacity, like being put on bedrest, and then take bonding leave.

You may receive up to 90 percent of your average weekly wage, depending on your income, to a maximum of \$1,000 per week. See www.paidleave.wa.gov for more details, or to apply.

The City shall provide Long Term Disability to all employees in the Police Department Bargaining Unit, the amount of 60% of monthly earnings to a maximum benefit of \$4,500 per month. Elimination period of 90 days applies. See Group Insurance Policy for more details. Maximum Period of Payment:

<u>Age at Disability</u>	<u>Maximum Period of Payment</u>
Less than age 60	To age 65, but not less than 5 years
Age 60	60 months
Age 61	48 months
Age 62	42 months
Age 63	36 months
Age 64	30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months

ARTICLE 13 – Bereavement Leave

1. Leave shall be granted to an employee in the event of death in the immediate family requiring the attendance of the employee (funerals are included).
2. Leave for this reason shall be limited to three (3) days in any one (1) instance.
3. “Immediate Family” as used in this policy is defined as an employee’s spouse, parents, step-parents, children, step-children, grandchildren, great grandchildren, brothers, sisters, step-brothers, step-sisters or grandparents, or the spousal equivalent.
4. One (1) day shall be granted to an employee for this purpose for aunt, uncle, cousin, niece or nephew.

ARTICLE 14 – Retirement

1. The present retirement plan, LEOFF2, shall be in effect for the duration of this Agreement.
2. Western Conference of Teamsters Pension Plan: Effective January 1, 2024, the City shall contribute sixty-five cents (\$0.65) per hour, for all hours for which covered employees are paid up to 2080 hours per year, to the Western Conference of Teamsters Pension Trust on account of each employee identified in Article 15 - Salaries.

Effective January 1, 2024, each employee identified in Article 15 – Salaries, shall divert fifteen cents (\$0.15) per hour, as a payroll diversion, for all hours for which covered employees are paid up to 2080 hours per year, to the Western Conference of Teamsters Pension Trust. All contributions are to be allocated to the Basic Plan.

The total amount due for each calendar month shall be remitted in a lump sum not later than then (10) days after the last business day of each month. The City agrees to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of each covered employee.

ARTICLE 15 – Salaries

1. Current monthly salaries in effect December 31, 2023:

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
	85%	90%	95%	100%
	0 – 12 mos.	13 – 24 mos.	25 – 36 mos.	37 – 48 mos.
Police Officer	\$4,929.64	\$5,219.62	\$5,509.60	\$5,799.58

<u>Position</u>	
Corporal	\$6,234.55

<u>Position</u>	
Sergeant	\$6,669.52

2. Effective January 1, 2024, monthly salaries shall be increased by 3%. Corporals shall receive seven and one-half percent (7.5%) above the top step officer pay throughout the term of this agreement. Sergeants shall receive fifteen percent (15%) above the top step officer pay throughout the term of this Agreement.
3. Effective January 1, 2025, monthly salaries shall be increased by 100% of the increase of the June 2023 to June 2024 All Cities CPI-W Index with a minimum of 2.5% and a maximum of 4%. Corporals shall receive seven and one-half percent (7.5%) above the top step officer pay throughout the term of this agreement. Sergeants shall continue to receive fifteen percent (15%) above the top step officer pay throughout the term of this Agreement.
4. Effective January 1, 2026, monthly salaries shall be increased by 100% of the increase of the June 2024 to June 2025 All Cities CPI-W Index with a minimum of 2% and a maximum of 4%. Corporals shall receive seven and one-half percent (7.5%) above the top step officer pay throughout the term of this agreement. Sergeants shall continue to receive fifteen percent (15%) above the top step officer pay throughout the term of this Agreement.
5. Officers temporarily assigned to a position with a higher pay range for three or more days, shall be paid an additional 10% of their base pay for the full period worked in the higher classification. Officers temporarily assigned to the classification of Corporal for three (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 (3) or more days, shall be paid an additional 5% of their base pay for the full period worked in the higher classification.
6. Officers temporarily assigned as Chief for three or more days, shall be paid an additional 15% of their base pay for the full period worked in the higher classification.

ARTICLE 16 – Longevity Pay

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

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

ARTICLE 17 – Standby

1. Employees assigned to standby before or after their regular schedule workday or on schedule days off shall receive fifteen dollars and seventy-four cents (\$15.74) for all hours while on standby. In September 2025 the City of Castle Rock and Teamsters Local 58 will meet to discuss and or bargain the standby rate of pay to be effective January 1, 2026.
2. Section 3.3 of this Agreement shall be applicable when an employee on standby is called out.

ARTICLE 18 – Educational & Certification

1. Officers who attend police oriented classes (at the discretion of the Chief of Police) shall suffer no loss in pay for attending classes that occur on duty time.
2. Education Incentive Program: The Employer shall compensate the employee an additional forty-five dollars (\$45.00) per month, paid monthly, for an employee who has an Associate Degree from a State accredited institution.
3. If the employee obtains a Bachelor's Degree in any of the following majors, he/she shall be compensated a total of ninety dollars (\$90.00) per month:
 - Police Science
 - Police Administration
 - Business Administration
 - Public Administration
 - Administration of Justice
 - Sociology
 - Psychology
4. Certification: Effective January 1, 2024, employees shall receive 1% above their base salary for each certification or assignment* listed below, with a maximum of six (6) certificates and/or assignments.

Dare	Child Interview	Lidar
Radar	Taser	UDT Level 2
UDT Level 3	Rifle	Bean Bag Gun
EMT	Access Level 1	Access Level 2
Active Shooter	ICS 100	ICS 200
ICS 300	ICS 400	ICS 700
Water Rescue	Background Investigator	Field Training Officer
Drug Recognition Expert	School Resource Officer	Evidence of Technician
Crime Scene Technician	UDT Level 1 Instructor	UDT Level 2 Instructor
UDT Level 3 Instructor	Master DT Instructor	EVOC Instructor
Handgun Instructor	Rifle Instructor	ARIDE Instructor
Field Sobriety Test Instructor	Sector Instructor	Active Shooter Instructor
*Drone Operator	*SWAT	*Major Crimes

ARTICLE 19 – Travel Reimbursement

1. Employees who use their personal vehicle on business shall be paid the IRS standard mileage allowance. The Employer may approve the use of a City vehicle if one is available. City business includes meetings and training, including the Law Enforcement Academy.
2. The City agrees to reimburse employees for their meals and lodging when they are out of town at authorized meetings, classes or seminars. Receipts may be required in accordance with City policy.

ARTICLE 20 – Work Stoppage

1. The Employer and the Union signatory to this Agreement, agree that the public interest requires the efficient and uninterrupted performance of all city service, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the Employer.
2. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, boycott, slowdown, mass sick call or any form of work stoppage, refusal to perform duties or other interruptions of work. In addition, employees who engage in or encourage such actions shall be subject to discipline or discharge, as may be determined by the Employer.

ARTICLE 21 – Savings Clause

1. It is the intention of the parties hereto to comply with all applicable law and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court of competent jurisdiction, a legislative body or administrative agency.
2. Should any provision of this Agreement and/or any attachments hereto be held invalid by operations of law or by any court of competent jurisdiction, a legislative body or administrative agency, or if compliance with or enforcement of any provision be restrained by such entity, the remainder of this Agreement and/or attachments hereto shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provisions and/or any attachments hereto.

ARTICLE 22 – Duration of Agreement

1. This Agreement shall be in full force and effect from January 1, 2024, to and including December 31, 2026 and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement. The City and the Union agree to a re-opening of the Agreement on December 31, 2025 for the purpose of negotiation of standby wages as outlined in 17.1. Such negotiated changes shall become effective January 1 of each following year and continue through expiration of the agreement. Either party shall serve notice of such intention upon the other party sixty (60) days prior to December 31, 2025.

DATED THIS _____ DAY OF _____, 2023.

FOR: CITY OF CASTLE ROCK

BY: _____
MAYOR

BY: _____
CLERK-TREASURER

FOR: TEAMSTERS LOCAL UNION 58

BY: _____
BUSINESS REPRESENTATIVE

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
CITY OF CASTLE ROCK – POLICE
AND

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

This Memorandum of Understanding (MOU) 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, as part of the parties' 2024-2026 Collective Bargaining Agreement (CBA), as a result of an Employment Agreement by and between the City of Castle Rock and Charlie Worley for position of Chief of Police. The parties hereby agree to the following provision:

1. In the event the City terminates Mr. Worley's employment as Chief of Police without cause and without advanced notice, the City shall give Mr. Worley the option to return to his last position held, Police Sergeant.
2. In the event Mr. Worley voluntarily retires or resigns from his position as Chief of Police, Mr. Worley will have an option to return to his last position held, Police Sergeant, with a minimum of sixty (60) days advance written notice.

If Mr. Worley returns to his last position held, Police Sergeant, the two positions of Police Corporal may be returned to Police Officer at the new Chief of Police's discretion. Additionally, the City may follow layoff procedures as provided in Article 6 – Seniority, Section 2 at the time the position of Chief of Police is filled.

By entering into this MOU, neither party is waiving any inherent collective bargaining rights, either now or in the future. The parties also hereby agree that this MOU should not be accorded any precedential value whatsoever in any future disputes that may arise between the parties except to enforce this MOU.

Dated this _____ day of _____, 2023.

CITY OF CASTLE ROCK

CHAUFFERS, TEAMSTERS AND
HELPERS LOCAL NO. 58

Paul Helenberg, Mayor of Castle Rock

Justin Baptista, Business Representative
Teamsters Local No. 58

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
CITY OF CASTLE ROCK

AND

CITY OF CASTLE ROCK - POLICE

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

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, 2024 – December 31, 2026), the Union wishes to add a shift schedule. This shift schedule would consist of four (4) ten (10) hour days, followed by five (5) days off, followed by five (5) ten (10) 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 forty (40) hours in any one (1) 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, 2026.

Dated this _____ day of _____, 2023.

CITY OF CASTLE ROCK

CHAUFFERS, TEAMSTERS AND
HELPERS LOCAL NO. 58

Paul Helenberg, Mayor of Castle Rock

Justin Baptista, Business Representative
Teamsters Local No. 58



Cloudpermit
11911 Freedom Drive, Ste. 720
Reston, Virginia 20190
United States

Order #: Q-01765-4
Customer #: CUST-0032010
Date: 2023-10-04
Sales Person: Jake Wolff
Sales Person Email: jake.wolff@cloudpermit.com
Delivery Method: E-Mail

Ship To
Carie Cuttonaro
Castle Rock
141 A Street SW
Castle Rock, Washington 98611
United States
360-274-8181
ccuttonaro@ci.castle-rock.wa.us

Bill To
Castle Rock
141 A Street SW
Castle Rock, Washington 98611
United States

Subscription

Product		Year 1	Year 2	Year 3
Building	Annual Total	USD 5,000	USD 5,000	USD 5,000
Planning	Annual Total	USD 3,500	USD 3,500	USD 3,500
Subscription Total:		USD 8,500	USD 8,500	USD 8,500

Subscription start date will be the contract signature date unless otherwise stated in the Terms & Condition section.

Service

Description	Fee
Implementation Fee	USD 2,000
Service Total:	USD 2,000

Customer Total First Year:

USD 10,500

Terms and Conditions

Term: 3 Years, billable annually.
After initial contract term of three (3) years, the contract can be renewed for successive one (1) year terms with a maximum uplift rate of 5%.

Invoicing: Subscription invoice to be sent after contract is signed and then annually. First invoice (50%) for implementation fee is due upon implementation start (M1) and the second invoice (50%) for implementation fee to be sent after Go Live Milestone (M2) is approved.

Payment Term: Net 30 days from Invoice Date

Subscription Start Date: Date of contract signature

All stated prices are exclusive of any taxes.

Customer Name: _____

Signature: _____

Printed Name of Person Signing: _____

Title: _____

Date: _____

Accounts Payable Email: _____

By signing here, the Customer agrees to this Order Form, the Software Service Agreement and any other appendices and documentation expressly referenced in this Order Form, the Software Service Agreement and/or any amendments (together the "Agreement").

The individual signing this Agreement represents and warrants that he or she has the right and authority to bind the Customer.

Cloudpermit

Signature: _____

Printed Name of Person Signing: Jarkko Turtiainen

Title: SVP North America

Date: _____

Cloudpermit Software

Service Agreement

THIS AGREEMENT is made by and between the "**Customer**" as identified in the Order Form and Cloudpermit, Inc. a Delaware corporation with its office at 11911 Freedom Drive, Suite 720, Reston, VA, 20190 ("**Cloudpermit**").

1. DEFINITIONS

1.1 Unless the context otherwise requires, the following words and expressions have the following meanings:

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. Such control, for purposes of this definition, means direct or indirect ownership or control by agreement or otherwise of more than 50% of the voting interests of the subject entity.

"Agreement" means the Order Form, this Software Service Agreement and all appendices and other documents expressly referenced in the Order Form, this Software Service Agreement and/or any amendments.

"Business Day" means any day other than a Saturday, Sunday or federal holiday in the USA.

"Cloudpermit Software" means the Cloudpermit platform, software applications and any third-party software applications that Cloudpermit will provide access to for the Customer and End Users.

"Confidential Information" means any information made available by one Party to the other, in any form or medium, that is proprietary or confidential to a Party or its affiliates, or their respective customers, suppliers, or other business partners, including, without limitation, all documentation, products, tools, materials, inventions, discoveries, works of authorship, programs, derivative works, information, designs, know-how, trade secrets, configurations, technical information, data, ideas, methods, processes, schematics and business plans, whether or not specifically identified as confidential.

"Customer Data" means information, data and other content that is provided by the Customer to Cloudpermit, but does not include any content that is publicly available, currently or in the future.

"Customer Systems" means the Customer's information technology infrastructure including computers, software, databases, database management systems, other electronic systems and networks, whether operated directly by the Customer or through the use of third-party services that enable the Customer and/or End Users to access the Cloudpermit Software.

"End User" means any individual that Customer has designated or authorized to use the Cloudpermit Software. End Users may include, for example, residents, employees, consultants, contractors of Customer, and representatives of any other third parties with which Customer transacts business.

"End User Data" means the information, data and other content that is provided by an End User to Cloudpermit but does not include any content that is publicly available, currently or in the future.

"Fees" means the annual subscription fees, implementation fees and any other fees stated in the Order Form, any Appendix or otherwise agreed to in writing by the Parties.

"Force Majeure Event" means any event or occurrence which is outside the reasonable control of a Party and which is not attributable to any act or failure to take commercially reasonable preventative action by that Party, including war, act of foreign enemies, hostilities (regardless of whether war is declared), terrorist activities, strikes, lockouts, pandemics, interruption or failure of electricity, and Acts of God (including fire, flood, earthquake, hurricane, or other natural disaster), but not including insolvency or lack of funds.

"General Communications Network" means communication networks owned, and/or leased, and operated by internet service providers which allow individuals to access the internet and access the Cloudpermit Software via the internet.

"Identifier" means a user name and password that associates an End User with the End User's account or user ID in the Cloudpermit Software.

"Implementation" means the initial configuration and implementation of the Cloudpermit Software for the Customer.

"Party" and **"Parties"** mean Cloudpermit and its affiliates and/or the Customer.

2. CLOUDPERMIT'S RESPONSIBILITIES

- 2.1 Cloudpermit will make the Cloudpermit Software available to the Customer pursuant to this Agreement and the additional terms and conditions for use of the Cloudpermit Software by End Users available at www.cloudpermit.com as may be amended from time to time.
- 2.2 Cloudpermit will use all commercially reasonable efforts to keep the Cloudpermit Software available for use except for downtime or degradation for maintenance, installation, change, data security risk, requirements of law, regulation by government authorities, a Force Majeure Event, or any other circumstances beyond Cloudpermit's reasonable control.

3. CUSTOMER'S RESPONSIBILITIES

- 3.1 The Customer and each End User is required to maintain an internet connection at its own cost to access the Cloudpermit Software.
- 3.2 The Cloudpermit Software may be used by the Customer and End Users only in accordance with this Agreement and the additional terms and conditions for use by End Users available at www.cloudpermit.com as may be amended from time to time.

- 3.3 The Customer will at all times maintain and operate in good repair the Customer Systems and take all actions necessary to secure Customer Data, End User Data and access credentials, including Identifiers. Cloudpermit is not liable or responsible for any delay or performance failure caused by the Customer or Customer Systems.
- 3.4 If the Customer becomes aware of any actual or threatened harmful activity with respect to Customer Data, End User Data, Identifiers, unauthorized access to the Cloudpermit Software, unauthorized access to or acquisition of Customer Data or End User Data, or any other breach related to the Cloudpermit Software in any way, the Customer will immediately notify Cloudpermit and the Parties will each mitigate any negative effects of such harmful activity or breach.
- 3.5 The Customer will promptly, upon request by Cloudpermit, provide all necessary information and guidelines to Cloudpermit for providing the Cloudpermit Software to the Customer and its End Users. The Customer ensures that the information and guidelines it provides are correct.
- 3.6 The Customer shall not, and shall not authorize any other person to, access or use the Cloudpermit Software except as expressly permitted by this Agreement and the Customer shall not: (a) copy, modify or create derivative works or improvements to the Cloudpermit Software; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Cloudpermit Software to any person, including on or in connection with any time-sharing, service bureau, software as a service, cloud or other technology or service; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Cloudpermit Software; (d) access or use the Cloudpermit Software other than by an authorized End User through the use of his or her own then-valid access credentials; (e) input, upload, transmit or otherwise provide to or through the Cloudpermit Software any content, information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code or content; or (f) access or use the Cloudpermit Software for purposes of competitive analysis of the Cloudpermit Software, or for the development, provision or use of a competing software service or product.

4. SERVICE FEES AND PAYMENT TERMS

- 4.1 In consideration of Cloudpermit's performance of its obligations under this Agreement, the Customer will pay all Fees in the manner provided for in the Order Form.
- 4.2 All Fees and other amounts payable by Customer stated in the Order Form and in this Agreement are exclusive of applicable taxes.
- 4.3 All amounts payable to Cloudpermit will be paid by the Customer in full without any set-off, recoupment, counterclaim, deduction, debit or withholding for any reason.
- 4.4 Any sum not paid by the Customer when due will bear interest from the due date until paid at a rate of 1.5% per month, compounded monthly, or the maximum rate permitted by law.
- 4.5 Invoices will be sent to the Customer as provided in the Order Form.

5. CHANGES

- 5.1 Cloudpermit reserves the right to make any changes to the Cloudpermit Software that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of the Cloudpermit Software to its customers, the competitive strength of or market for the Cloudpermit Software, or the cost efficiency or performance of the Cloudpermit Software; or (b) to comply with applicable law.
- 5.2 Cloudpermit will make reasonable efforts to notify the Customer of any changes in advance. If such advance notice is not reasonably possible, then Cloudpermit will notify Customer after the change without delay.

6. DATA, PRIVACY AND PROTECTION

- 6.1 The Parties will each comply with all applicable privacy and data protection laws in force during this Agreement.
- 6.2 Cloudpermit warrants that it will employ security measures in accordance with Cloudpermit's privacy policy available at www.cloudpermit.com as may be amended from time to time. Neither Party is responsible for the data security of the General Communications Network or any disturbance in the General Communications Network.
- 6.3 Customer has and will retain sole responsibility for: (a) all Customer Data and End User Data, including its content and use; (b) all information, instruction and materials provided by or on behalf of the Customer or any End User in connection with the Cloudpermit Software; (c) the Customer Systems; (d) the security and use of Customer's and End Users' access credentials, including Identifiers; and (e) all access to and use of the Cloudpermit Software directly or indirectly by or through the Customer Systems or any End Users' systems.
- 6.4 Customer will employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of Identifiers or other credentials to access the Cloudpermit Software; and (b) control the content and use of Customer Data and End User Data, including uploading or other use or processing of Customer Data and End User Data, whether or not related to the Cloudpermit Software.
- 6.5 Cloudpermit warrants that it will not cause or permit any Customer Data to be collected, reproduced, stored or otherwise processed in any manner or for any purpose other than performance of Cloudpermit's obligations stated in this Agreement.
- 6.6 As between Customer and Cloudpermit, Customer is and shall remain the sole and exclusive owner of all right, title, and interest in and to Customer Data. Customer hereby grants to Cloudpermit a license to use and process Customer Data as necessary for performance of the Cloudpermit's obligations stated in this Agreement and the Customer's and End User's use of the Cloudpermit Software.
- 6.7 The Cloudpermit Software may provide external links to other sites on the internet, as a convenience for the Customer and End Users. Cloudpermit is not responsible for such linked destinations and such links do not imply Cloudpermit's association, affiliation, sponsorship or endorsement of the content, operation or security of any such linked destination.

- 6.8 Cloudpermit will provide a mechanism for the Customer to download and export Customer Data and End User Data during the Term of the Agreement to the fullest extent commercially reasonable in light of the circumstances that required such data recovery and restoration.
- 6.9 Upon termination of the Order Form for any reason, whether or not Customer has retrieved Customer Data, Cloudpermit reserves the right to permanently and definitively delete the Customer Data held in the Services thirty (30) days following termination of the Order Form.

7. IDENTIFIERS AND THEIR USE

- 7.1 Cloudpermit will deliver to the Customer identifiers necessary for access to and use of the Cloudpermit Software in accordance with this Agreement and any additional terms and conditions for use by End Users.
- 7.2 The Customer will be responsible for the use of the Cloudpermit Software by its employees, agents and End Users, including use of Identifiers. The Customer will notify Cloudpermit without delay if an Identifier has been disclosed to a third party or if the Customer suspects that an Identifier has been disclosed or otherwise misused.
- 7.3 Upon request by Cloudpermit, the Customer will change any Identifier for access to the Cloudpermit Software.
- 7.4 Cloudpermit may change any Customer Identifier and will provide prompt notice to Customer of such change.

8. DATA LOCATION

- 8.1 The servers used by Cloudpermit to provide the Cloudpermit Software and all data regarding the Cloudpermit Software will be hosted in the USA.

9. WARRANTIES

- 9.1 Each Party represents and warrants to the other Party that it has all required powers and capacity to enter into this Agreement, to grant the rights and license granted under this Agreement, and to perform its obligations under this Agreement.
- 9.2 The Customer represents, warrants and covenants to Cloudpermit that the Customer owns or otherwise has, and will have, the necessary rights and consents in and relating to the Customer Data and End User Data so that, as received by Cloudpermit and processed in accordance with this Agreement, neither Party and will infringe, misappropriate or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable law.
- 9.3 EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, ALL SOFTWARE, SERVICES AND MATERIALS PROVIDED BY ONE PARTY TO THE OTHER HEREUNDER ARE PROVIDED "AS IS". CLOUDPERMIT HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER THIS AGREEMENT, AND CLOUDPERMIT SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

10. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Customer acknowledges that, as between the Customer and Cloudpermit, Cloudpermit owns all right, title, and interest, including all intellectual property rights, in and to the Cloudpermit Software. The Customer and End Users are granted only a limited right to use the Cloudpermit Software during the term of this Agreement in accordance with this Agreement and the additional terms and conditions for use by End Users.
- 10.2 If the Customer or any of its employees or contractors sends or transmits any communications or materials to Cloudpermit by mail, email, telephone, or otherwise, suggesting or recommending changes to the Cloudpermit Software, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like, Cloudpermit is free to use and incorporate such feedback irrespective of any other obligation or limitation between the Parties governing such feedback for any purpose whatsoever and without any requirement to pay any compensation to the Customer or to any other person or entity.
- 10.3 If any part of the Cloudpermit Software is, or in Cloudpermit's reasonable opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third party intellectual property right, or if the Customer's or any End User's use of the Services is enjoined or threatened to be enjoined, Cloudpermit may, at its option and sole cost and expense: (a) obtain the right for the Customer to continue to use the Cloudpermit Software materially as contemplated by this Agreement; (b) modify or replace the Cloudpermit Software, in whole or in part, to seek to make the Cloudpermit Software (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute the Cloudpermit Software as provided under this Agreement; or (c) by written notice provided sixty (60) calendar days in advance to the Customer to terminate this Agreement with respect to all or part of the Cloudpermit Software (providing a pro-rated refund for any prepaid access to the Cloudpermit Software) and require the Customer to immediately cease any use of the Cloudpermit Software or any specified part or feature thereof.

11. INDEMNITY

- 11.1 Each party will indemnify, defend and hold harmless the other Party and its officers, directors, employees, agents, successors, subcontractors, attorneys, affiliates and assigns from and against any and all losses, damages, liabilities, claims, penalties, fines, costs or expenses of whatever kind, including legal fees, disbursements and charges, and the cost of enforcing any right to indemnification and the cost of pursuing any insurance providers incurred by a Party to the extent arising out of or relating to: (a) any claim by a third party that a Party's acts or omissions with respect to the Cloudpermit Software infringes a third party's intellectual property right, provided that the foregoing obligation does not apply to any claim arising out of or relating to any access to or use of the Cloudpermit Software in a manner contrary to this Agreement or the additional terms and conditions for use by End Users available at www.cloudpermit.com as may be amended from time to time, or contrary to any instructions provided by Cloudpermit regarding use of the Cloudpermit Software or use of the Cloudpermit Software in combination with any hardware, system, software, network or other materials or service not provided or authorized by Cloudpermit; (b) the indemnifying Party's breach of this Agreement; or (c) the indemnifying Party's negligence or willful misconduct in connection with this Agreement.

12. LIMITATION OF LIABILITY

- 12.1 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN CONTRACT, TORT OR OTHERWISE, WHATEVER THE CAUSE THEREOF, FOR ANY LOSS OF PROFIT, BUSINESS, REVENUE OR GOODWILL, DAMAGES CAUSED BY DELAYS, OR A FAILURE TO REALIZE EXPECTED SAVINGS, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, AGGRAVATED OR PUNITIVE COST, DAMAGES OR EXPENSE OF ANY KIND, HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE CLOUDPERMIT SOFTWARE, WHETHER OR NOT SUCH DAMAGES, COSTS, LOSSES OR EXPENSES COULD REASONABLY BE FORESEEN OR WHETHER OR NOT THEIR LIKELIHOOD HAS BEEN DISCLOSED.
- 12.2 NEITHER PARTY SHALL BE LIABLE FOR THE DESTRUCTION, LOSS OR ALTERATION OF THE OTHER PARTY'S DATA OR DATA FILES, NOR FOR ANY DAMAGES AND EXPENSES INCURRED AS A RESULT, INCLUDING EXPENSES INVOLVED IN THE RECONSTRUCTION OF DATA FILES.
- 12.3 IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE TO CLOUDPERMIT PURSUANT TO THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. MAXIMUM LIABILITY SHALL BE SIX (6) MONTHS OF THE ANNUAL SUBSCRIPTION FEE.
- 12.4 NOTWITHSTANDING THIS SECTION 12, NOTHING IN THIS AGREEMENT SHALL LIMIT EITHER PARTY'S LIABILITY FOR DELIBERATE BREACH, DELIBERATE DEFAULT, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

13. CONFIDENTIALITY

- 13.1 In connection with this Agreement each Party (as the "Disclosing Party") may disclose or make available Confidential Information to the other Party (as the "Receiving Party"). "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including, information consisting of, or relating to, the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers and pricing and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential".
- 13.2 Confidential Information shall not include any data or information: (i) that, at the time of disclosure, is in or, after disclosure, becomes part of the public domain, through no act or failure on the part of the Receiving Party; (ii) that, prior to disclosure by the Disclosing Party, was already in the possession of the Receiving Party, as evidenced by written records kept by the Receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the Receiving Party; (iii) that was independently developed by the Receiving Party, by persons having no direct or indirect access to the Disclosing Party's Confidential Information provided that the Receiving Party provides clear and convincing evidence of such independent development; or (iv) which, subsequent to disclosure, is obtained from a third person: (A) who is lawfully in possession of the such information; (B) who is not in violation of any contractual, legal, or fiduciary obligation to either Party, as applicable, with respect

to such information; and (C) who does not prohibit either Party from disclosing such information to others; (v) is further disclosed with the prior written consent of the Disclosing Party, but only to the extent of such consent; or (vi) is a disclosure required by state or federal open records laws or a disclosure ordered by a court or similar adjudicator or authority.

- 13.3 Each Party will, and will cause its employees, agents and contractors to hold Confidential Information of the other Party in confidence, and will use the same degree of care by instruction, agreement or otherwise, to maintain the confidentiality of the other Party's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, and with at least a reasonable degree of care commensurate with the nature and importance of such Confidential Information. Each Party agrees not to make use of Confidential Information other than for the exercise of rights or the performance of obligations under this Agreement, and not to release, disclose, communicate or make it available to any third person other than employees, agents and contractors of any Party or third party who reasonably need to know it in connection with the exercise of rights or the performance of obligations under this Agreement.
- 13.4 In the event that a Party receives a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental authority, such Party will: (i) immediately notify the other Party of the existence, terms and circumstances surrounding such a request; (ii) consult with the other Party on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Confidential Information is required, exercise reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the disclosed Confidential Information which the other Party so designates.
- 13.5 Each Party acknowledges and agrees that any unauthorized use or disclosure by it of any of the other Party's Confidential Information, in whole or part, will cause irreparable damage to the Disclosing Party, that monetary damages would be an inadequate remedy and that the amount of such damages would be extremely difficult to measure. The Receiving Party agrees that the Disclosing Party shall be entitled to seek temporary and permanent injunctive relief to restrain the Receiving Party from any unauthorized disclosure or use. Nothing in this Agreement shall be construed as preventing the Disclosing Party from pursuing any and all remedies available to it for a breach or threatened breach of this Agreement, including the recovery of monetary damages from the Receiving Party.
- 13.6 Cloudpermit is entitled to identify the Customer as a user or former user of the Cloudpermit Software without violating any confidentiality obligation.

14. TERM AND TERMINATION

- 14.1 This Agreement commences on the date of its execution by the Customer and will continue in effect for the term stated in the Order Form unless terminated earlier under any of this Agreement's express provisions.
- 14.2 Either Party may terminate this Agreement by giving written notice to the other Party upon the occurrence of any of the following: (a) the other Party defaults with respect to a material obligation under this Agreement and does not remedy that default within

ten (10) Business Days after receiving written notice of the default; or (b) the other Party: (i) makes a general assignment for the benefit of its creditors; (ii) has issued against it a bankruptcy order or otherwise becomes subject to any involuntary proceeding under any domestic or foreign bankruptcy law; or (iii) commences or institutes any application, proceeding or other action under any law relating to bankruptcy, insolvency, winding-up, reorganization, administration, plan of arrangement, relief or protection of debtors, compromise of debts or similar laws. Termination related to such assignment or bankruptcy will not result in any penalties or liability to either Party.

- 14.3 Upon the expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement: (a) all rights, grants of rights, licenses, consents and authorizations by either Party to the other will immediately terminate; (b) notwithstanding anything to the contrary in this Agreement, with respect to Confidential Information then in its possession or control: (i) the Receiving Party may retain the Disclosing Party's Confidential Information in its then current state and solely to the extent and for so long as required by applicable law, (ii) Cloudpermit may retain Customer Data in its backups, archives and disaster recovery systems until such Customer Data is deleted in the ordinary course of its business, (iii) all information described in this Agreement will remain subject to all confidentiality, security and other applicable requirements of this Agreement; and (c) Cloudpermit may disable all Customer and End User access to the Cloudpermit Software.
- 14.4 Termination or expiration of this Agreement will be without prejudice to any rights, remedies or obligations of the Parties accrued under this Agreement prior to termination or expiration.

15. FORCE MAJEURE

- 15.1 Neither Party will be liable for failure to fulfill, or for delay in fulfilling, its obligations required hereunder due to a Force Majeure Event.
- 15.2 The Party whose performance under this Agreement is prevented or delayed by a Force Majeure Event will advise the other Party by notice in writing of the occurrence of the Force Majeure Event as soon as possible and shall do all things reasonably possible to mitigate any loss being caused to the other Party by reason of the Force Majeure Event, and will notify the other Party of the termination of the Force Majeure Event.

16. NOTICES

- 16.1 Every notice or other communication between the Parties will be deemed to have been given and made if in writing and if served by personal delivery upon the Party for whom it is intended, when sent by registered or certified mail, return receipt requested, or by a national courier service, or if sent by email (receipt of which is confirmed) to the Customer's and Cloudpermit's contact persons as stated in the Order form.
- 16.2 Any such notification will be deemed to have been delivered: (a) upon receipt, if delivered personally; (b) on the next Business Day, if sent by national courier service for next business day delivery or if sent by email and (c) in five Business Days if sent by mail when the actual time of receipt is not otherwise shown by the postal system. Any correctly addressed notice or last known address of the other Party that is reasonably relied upon that is refused, unclaimed, or undeliverable because of an act

or omission of the Party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by mail, through messenger or commercial express delivery services.

17. ASSIGNMENT

- 17.1 Neither Party may assign or transfer this Agreement or any right under this Agreement without the prior written consent of the other Party, except to an Affiliate or successor in interest by merger, acquisition or reorganization.

18. AMENDMENTS AND WAIVERS

- 18.1 No amendment to this Agreement will be valid or binding unless it is made in writing and executed by all Parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the Party purporting to give any waiver and, unless otherwise provided, any waiver will be limited to the specific breach waived.

19. SEVERABILITY

- 19.1 If a provision of this Agreement is or becomes invalid, ineffective or unenforceable, the validity, effectiveness or enforceability of the remaining provisions will remain unaffected. The Parties will negotiate in good faith to replace the invalid, ineffective or unenforceable provision immediately with a valid, effective or enforceable provision which comes as close as possible to the spirit and purpose of the provision to be replaced.

20. APPLICABLE LAW AND DISPUTES

- 20.1 This Agreement is governed by the laws of the state in which the Customer is located excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction. Each Party submits to the jurisdiction of the applicable court(s) in such location with respect to any matter arising under this Agreement.

21. CONTINUING TO PERFORM

- 21.1 Except in the event of termination of this Agreement pursuant to its terms, during a dispute or notice or cure period, Cloudpermit will continue to fulfill all its obligations under this Agreement, and Customer will continue to make all payments required by the Agreement.

22. ENTIRE AGREEMENT

- 22.1 This Agreement is the complete agreement between the Parties concerning the subject matter of this Agreement and replaces any prior oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties expressed or implied, that are not specified in this Agreement including, without limitation, the Order Form. In the event and to the extent of an inconsistency or conflict between any of the terms of this Agreement, including its appendices, and any other documents incorporated herein by reference,

the conflict or inconsistency shall be resolved by giving those provisions and documents the following order of descending precedence: (1) the Order Form; (2) this Software Service Agreement; (3) any Appendices; (4) any other document referenced by this Agreement or agreed to by the Parties, unless it expressly and specifically replaces or modifies any of the prior documents, in whole or in part.

23. RELATIONSHIP

- 23.1 The Parties are independent contractors and no other relationship is intended. Nothing herein shall be deemed to constitute either Party as an agent, representative or employee of the other Party, or both Parties as joint venturers or partners for any purpose. Neither Party shall act in a manner that expresses or implies a relationship other than that of independent contractor. Each Party shall act solely as an independent contractor and shall not be responsible for the acts or omissions of the other Party. Neither Party will have the authority or right to represent nor obligate the other Party in any way except as expressly authorized by this Agreement.

24. NO THIRD PARTY BENEFICIARIES

- 24.1 This Agreement is for the sole benefit of the Parties and their successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy. End Users may benefit from their use of the Cloudpermit Software, but End Users' relationships to the Parties are not defined by this Agreement because they are defined solely: (a) to Cloudpermit by the terms and conditions for use by End Users available at www.cloudpermit.com as may be amended from time to time; and (b) to the Customer by separate agreement(s), if any, between the Customer and End Users.

25. EXECUTION

- 25.1 ***This Agreement must be executed simultaneously in two separate places:*** (1) on the Order Form; and (2) in the signature block below (both documents must be signed by the Customer before execution of this Agreement is complete). They may be executed in two or more identical counterparts, or by way of facsimile and electronic transmission without any further exchange of documents containing original signatures, each of which when executed by a Party will be deemed an original and such counterparts together will constitute one and the same Agreement.

CUSTOMER NAME: _____

Signature: _____

Printed Name of Person Signing: _____

Title: _____

Date: _____

☐ I confirm that I have received and read all applicable product descriptions.

By signing here, the Customer agrees to the Order Form, this Software Service Agreement and any other appendices and documentation expressly referenced in the Order Form, this Software Service Agreement and/or any amendments (together the "**Agreement**").

The individual signing this Agreement represents and warrants that he or she has the right and authority to bind the Customer.

Signature: _____ **Cloudpermit**

Printed Name of Person Signing: _____ **Jarkko Turtiainen**

Title: _____ **SVP North America**

Date: _____



CLOUDPERMIT IMPLEMENTATION MODEL



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CLOUDPERMIT IMPLEMENTATION DESCRIPTION

The implementation model, described herein, details the proven model used to implement the various products offered by Cloudpermit for a new public-facing solution for the Customer. This is accomplished through a five-stage implementation process: Stage 1 – Kickoff, Stage 2 – Workshop, Stage 3 – Configuration, Stage 4 - Training & Testing and Stage 5 - Go Live.

The product(s) to be implemented is identified on the approved order form and is inclusive of the functionality that is identified in the product specific documentation.

Any services not listed on the Order Form are considered out of scope and can only be added through an agreed upon change order.

IMPLEMENTATION TIMELINE

The implementation schedule for Cloudpermit is mutually agreed upon prior to the Kickoff meeting and documented with a project plan. Any modifications or extensions to the project plan will be requested through the customer’s authorized representative and evaluated by Cloudpermit Head of Professional Services for review and discussion. If this modification or extension is granted, Cloudpermit will provide a change order to be signed by the Customer. Cloudpermit standard implementation timeline is detailed below.

Cloudpermit Estimated Project Timeline	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19
Building Department	5-6 weeks																		
By-Law or Code Enforcement						4-5 Weeks													
Planning Department										8-10 weeks									



To manage this timeline, Cloudpermit Implementation Specialist will establish a weekly meeting checkpoint to ensure the implementation is on track and weekly action items are achieved.

IMPLEMENTATION MODEL

As part of the Implementation Model, Cloudpermit and the Customer will be responsible for performing tasks throughout the various stages of the implementation process. The following is a description of tasks needed to successfully complete the implementation of the Cloudpermit Product. For a more detailed description please refer to the Cloudpermit Implementation Methodology documentation.

Kickoff

A meeting between Cloudpermit and the Customers staff and key stakeholders to provide an overview of the product, discuss the goals and objectives and the agreed upon project schedule to establish a plan for a successful implementation.

Workshop

Cloudpermit solution is built on standard, out of the box, functionality. The workshop will ensure that the Implementation Specialist has a full understanding of the business processes, the details the municipality needs to collect from the applicant, fee schedules and any templates which needs to be generated. Cloudpermit standard out of the box solution integrates with ESRI ArcGIS through a REST(API) to establish the property location and also integrates with certain Payment Providers to allow for online payments. Cloudpermit encourages the use of 3rd party payment providers which are already integrated with Cloudpermit. The Implementation Specialist can provide a full list of the 3rd party payment providers, however, if the municipality uses another 3rd party vendor, then a custom integration is needed and could impact the schedule. This should be identified as soon as possible to minimize the impact to the schedule.

Note: Any Non-Standard Integrations are subject to additional Scope and costs.

Configuration

Configuration of Cloudpermit with the features and functionalities needed to allow the customer the ability to process applications using the online Cloudpermit solution.

Training & Testing

Cloudpermit Implementation Specialist will provide two (2) standard training sessions to key users of the system to ensure the customer can successfully test the product.

Additional Training: Cloudpermit's training is built to ensure the customer is ready to utilize the software to its full extent. In some cases, additional training is necessary during implementation or Post Go Live. The customer can order additional training according to Cloudpermit's price list.

Go Live

Go Live includes a Go/No Go decision prior to a scheduled Go Live meeting where the training environment configuration will be promoted to the production. At the Go Live meeting the customer will



submit their first Customer permit/application and/or create their first case in Cloudpermit to satisfy the Customers go live.

MILESTONES & ACCEPTANCE CRITERIA

Milestones are used for acceptance of various steps within the Implementation process. At the completion of each milestone the client will receive a Milestone Acceptance Document to be signed accepting that the tasks provided within each milestone have been completed. It is agreed that the Customer will accept each Milestone, unless such Milestone contains a “go live blocker” defect and Customer so notifies Cloudpermit, in writing, within 5 business days of the Milestone Acceptance Request. Milestones that do not receive notification of non-acceptance within 5 business days will be deemed accepted.

Milestone Number	Milestone Description	Billable Amount
M1	Project Plan Acceptance	50%
M2	The kickoff, configuration, and 1 st training sessions has been completed	50%
	Go Live tasks have been completed and the first permit/application is entered in Cloudpermit production Environment.	

Once Cloudpermit has provided corrections, Customer will have Seven (7) business days to verify that the corrections are sufficient and to provide written notice of any failure to correct a Go Live Blocker. If no written notification is provided, the corrections and the Milestone will be deemed accepted.

Cloudpermit will correct all Go Live Blockers as described above and handle Post Go Live issues within a reasonable Post Go Live window. All other Defects will be tracked for potential future releases. Notice of any Go Live Blocker defect must be provided to Cloudpermit in writing.

CHANGE MANAGEMENT

Cloudpermit Implementation Model provides a comprehensive, fully inclusive approach to implement the Cloudpermit solution. During the implementation process, additional needs may be identified for the Customer, that are outside of the project scope. These items once identified will be managed through a Change Request. The Change Order will identify the request, detail the requirements and justification and any scheduling or cost implications resulting from the change Request.

ADDITIONAL SERVICES COST

Additional Services are available from the Professional Services team that may not be included in the previously agreed upon scope. Cloudpermit can provide additional services as per the price list and through a change order

For on-site meetings, travel and per diem expenses will be invoiced to the Customer in accordance with Cloudpermit Travel Policy which will include airfare, mileage, hotel accommodations and daily per diem.

A woman wearing a white hard hat and a high-visibility safety vest over a plaid shirt is shown in profile, looking at a tablet device. The background is dark with some blurred lights, suggesting an outdoor construction or industrial setting at night. The overall image has a blue tint.

Cloudpermit Building Permitting Product Description 2023

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General Description

Cloudpermit is online community development software that provides local governments with Software-as-a-Service (SaaS) products available 24/7.

The Cloudpermit product portfolio includes Building Permitting, Planning, Land Use Permitting, and Code Enforcement products.

This product description applies to Building Permitting product.

The information in this document is subject to change without notice aligning with future releases. Releases supply information about new features and non-security updates.

Cloudpermit Core Benefits

Cloudpermit supplies one complete end-to-end product for local governments to manage the entire building, licensing, and planning e-permitting and code enforcement case process. It allows all parties integral to the process, from applicants to authorities to key stakeholders. This ensures that all parties receive real-time information about applications, licenses, and cases.

Below are described the primary benefits Cloudpermit provides to its customer base:

- ⇒ Cloudpermit standardizes local government's building, licensing, planning, and code enforcement processes by supplying the best digital practices.
- ⇒ The 24/7 online service on any browser or operating system allows remote and mobile work on-site.
- ⇒ Monthly releases enable automatic updates to the product providing the latest updates and enhancements while not requiring users to download or install any software files.
- ⇒ A cloud-based SaaS product provides a quick and easy implementation with a municipality-based configuration, lessening the burden on municipal resources.
- ⇒ Through interactive maps, local governments can use high-quality location data and up-to-date property information. This up-to-date property information is derived directly from the local government's Geographic Information System (GIS).
- ⇒ Workspaces enable instant collaboration and communication within applications and code enforcement cases, simultaneously speeding up processes and improving the workflow for all involved parties.

Cloudpermit Building Permitting

The Building Permitting product supplies online applications for public builders and municipal building authorities. The product is accessible on any browser and mobile device with an Internet connection.

The Building Permitting product enables the following features:

- ⇒ It provides end-to-end, online software for local government building department customers, which helps them to manage applications efficiently and effectively.
- ⇒ It allows the public to submit and track their building applications online.
- ⇒ It helps streamline processes associated with the day-to-day responsibilities of building departments.
- ⇒ It offers unique features to assist with pre-consultation, application reviews, inspections, permit issuance, and much more.

The Cloudpermit software is automatically updated periodically with the latest updates and enhancements, not requiring users to download or install any software files.

Cloudpermit Common and Building Permitting Features

Cloudpermit comprises unique features standard throughout the product. These include **Registration and Login, Dashboard, Workspace, Configuration tools, Interactive Maps, and Messaging.**

Cloudpermit Common Features:
Cloudpermit Registration and Login
Cloudpermit Dashboard
Cloudpermit Workspace
Configuration Tools
Interactive Maps
Messaging

The Building Permitting software provides **Pre-Consultation, Review Management, Circulation, Inspections, Fees Management, and Report Management** features to enhance an excellent user experience in the building workflow.

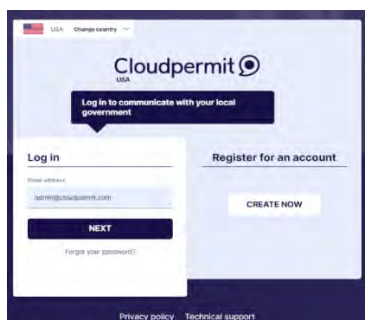
Cloudpermit Building Permitting features:
Pre-Consultation
Review Management
Circulation
Inspections
Fees Management
Report Management

Cloudpermit Registration and Login

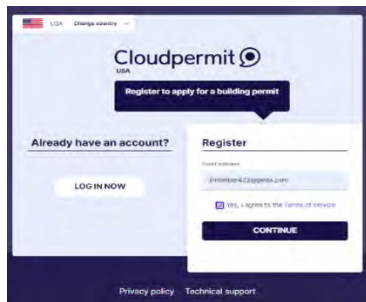
Cloudpermit maintains one centralized login function supplying the same functionality for public users and municipal authorities.

The login can be integrated with the organization's Active Directory (option) or a third-party Multi-Factor Authentication (MFA).

Municipal authorities will receive the Cloudpermit User ID during the product configuration.



A public user must first register the Cloudpermit account to the service. Through registration, the user is guided through a draft application to ensure an understanding of functionality.



Cloudpermit Dashboard

The Cloudpermit dashboard displays high-level information in a compact view. It enables new application creation, tracking user notifications and action requests, and searching, sorting, and filtering workspaces at each application lifecycle stage.

The dashboard includes the "Tasks and requests" view that notifies users about action requests.

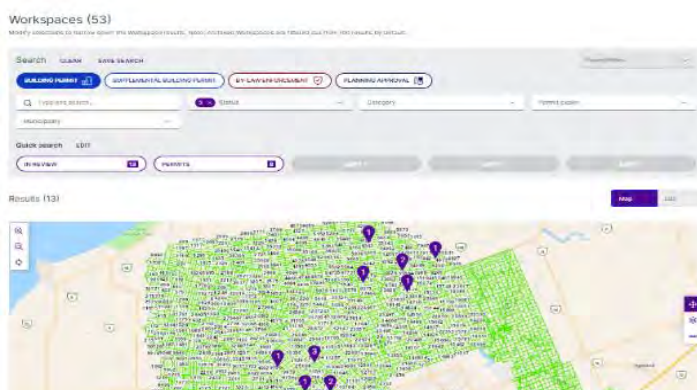


The dashboard allows applicants and municipal authorities to search and filter properties, applications, and code enforcement cases using various preconfigured search criteria.

The "Results" section shows the filtered workspaces in a list mode or a map view according to a user's choice.

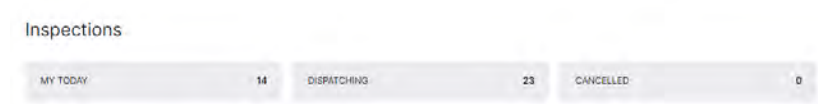
- ⇒ In the map view, the users can adjust their map by zooming in/out or choosing different layers to display the property location.
- ⇒ The list view shows the results as cards with the selected essential information of each workspace.

The "Results" section with a map view.



The primary navigational and functional elements are the same for applicants and municipal authorities in their dashboard in Cloudpermit. However, municipal authorities have additional features, like the **Inspections** section with quick access links to **My today**, **Dispatching**, and **Cancelled** inspections workspaces.

The quick access links in the user dashboard.

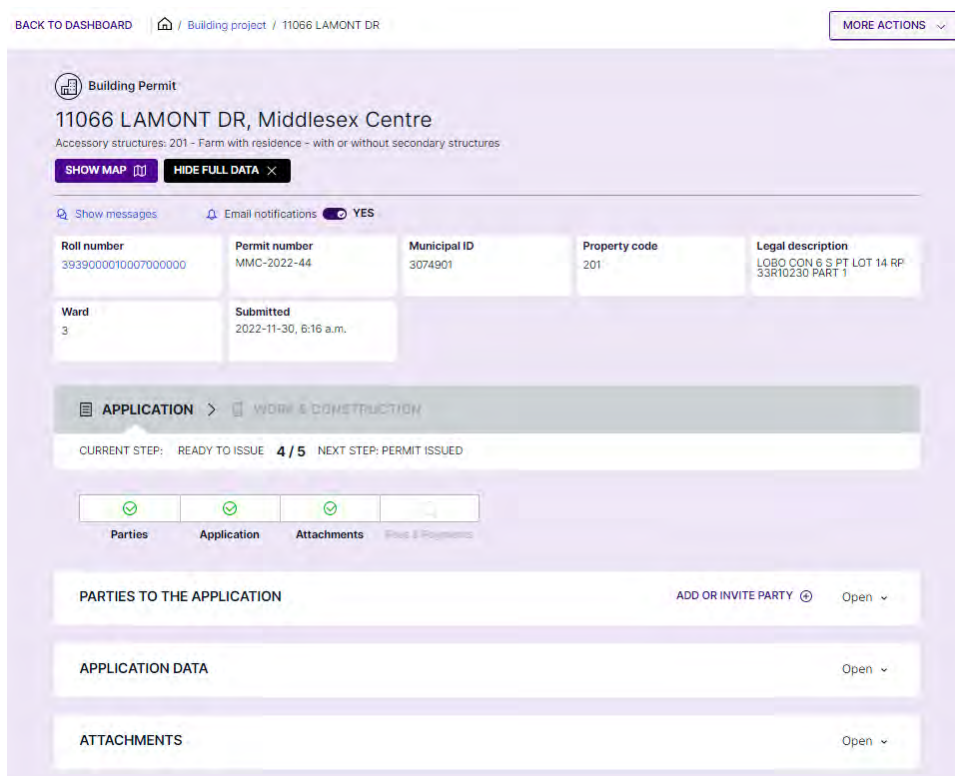


Cloudpermit Workspace

The Cloudpermit workspace is the core collaborative space for adding, updating, changing, uploading, and storing application and project information.

Each workspace holds the processes, functionality, and data fields necessary to manage, approve, and issue building and planning applications and code enforcement cases.

The “Building Permit” application workspace.



Interactive Maps

All Cloudpermit users can benefit from the interactive maps within Cloudpermit.

The interactive maps enable applicants to search for properties by address, roll number, PIN, or PID, enter property details manually, or map properties on the interactive map during the application creation.

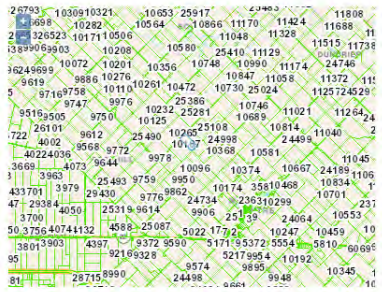
Cloudpermit displays the property on a map with the location details.

Location for the application

Select a property for the application. Search by address or roll number or point to a location on the map. If the subject land consists of more than one property, additional properties are added later.

Middlesex Centre, Ontario

Q 10187 GREYSTAD DR X



Address
10187 GREYSTAD DR

Property details
Roll number: 3939000030205000000
Municipal ID: 3544736
Property code: 261 - Land owned by a non-farmer improved with a non-farm residence with a portion being farmed

Other information
Ward: 3
Legal description: CON 11 N PT LOT 7

CANCEL BACK NEXT →

On the department side, the GIS integration aids municipal authorities in selecting permit and inspection working areas, planning routes, and navigating optimal driving instructions for inspectors with a Google Maps integration. The map integration allows municipal authorities to read and accurately calculate property size, display information, and assign different sites based on locations and zones.

Messaging

The Messages feature is for all users and stakeholders. Built into each application, users can send, reply, and follow an application's public (messages visible to all users) or direct (messages visible to selected recipients) workspace messages within the application.

This real-time communication can remarkably speed up the application process for all parties associated with the application.

The workspace for public messages.

Workspace messages CLOSE X

Public Direct

Participants
Alice Administrator AUTHORITY, Sofia Doc

APPLICATION +

Sofia Doc 2022-02-17, 8:50 a.m.
Hi, do I need to provide more building drawings to my application?
REPLY

You AUTHORITY 2022-02-17, 9:51 a.m.
Hi Sofia, thank you for your message. Your attachments are OK. No other drawings are needed.
REPLY

Write new message here

Pre-Consultation

Pre-consultation is a pre-application step that is usually voluntary for building applicants. However, local governments may configure it as a mandatory step for specific application types.

Suppose pre-consultation is not mandatory in the selected building application type. In that case, applicants may decide during the application creation if they wish to have pre-consultation for their building plans. The pre-consultation option is available after selecting the application type, category, work type, and target for the draft application.

The applicant requests a pre-consultation in the application.

Select category, type and target for your application

The screenshot shows a web form for selecting application details. At the top, a 'Good to know' section explains that requirements and the process will be set up based on selections. Below this are three columns: 'Category', 'Work type', and 'Work target'. The 'Category' column has a dropdown menu with 'Accessory structures' selected. Below the dropdown is a list of other categories: Change of use, Combined use, Demolition, Heating, Plumbing, Pools, Residential building, Sewage system, and Short-term accommodation. The 'Work type' and 'Work target' columns are currently empty. Below these columns is another 'Good to know' section explaining that an accessory structure includes construction, alteration, addition, or repair of a building accessory to a principal building, with examples like Deck, Gazebo, Porch, Ramp, or Shed. At the bottom, a question asks 'Do you require pre-consultation before a permit application?' with 'YES' and 'NO' buttons. A note below the buttons states: 'Note: Answering "yes" will start a pre-consultation process instead of a permit application.' At the very bottom right are 'CANCEL', 'BACK', and 'NEXT →' buttons.

The pre-consultation process includes one or more interactive meetings arranged through Cloudpermit. In that way, applicants and their authorized representatives can present and discuss their development proposal with relevant staff and external agencies within the local government well advanced of the project start. Cloudpermit enables municipalities to track and document their pre-consultation process digitally.

The pre-consultation process is as follows:

- ⇒ Applicants request a pre-consultation through a guided step-by-step process in Cloudpermit. The pre-consultation usually includes one or more meetings between the parties, which the municipal building authorities set up via Cloudpermit.
- ⇒ Upon meeting completion, the municipal building authority prepares a pre-consultation report and a draft approval application with requirements for the applicants to submit to the municipality in Cloudpermit.

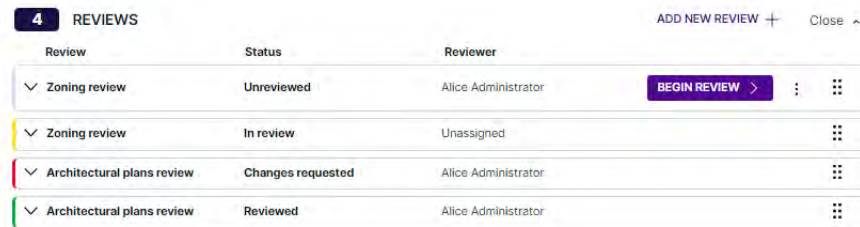
Review Management

The Review Management is for municipal authorities.

Cloudpermit enables municipal authorities the management of application submission reviews by providing a variety of review types that municipal administrators can configure for relevant application reviewers in Cloudpermit.

Municipal authorities assess each application and its plans after they are submitted. If the application requires extra reviews, municipal authorities request them from the appropriate reviewers. After completing evaluations, reviewers mark the forms and attachments evaluated as complete. If the application requires revisions from the applicant, a change request will be sent to the applicant.

The Reviews section in the building application workspace.



Review	Status	Reviewer	
▼ Zoning review	Unreviewed	Alice Administrator	BEGIN REVIEW > ⋮
▼ Zoning review	In review	Unassigned	⋮
▼ Architectural plans review	Changes requested	Alice Administrator	⋮
▼ Architectural plans review	Reviewed	Alice Administrator	⋮

When a change is requested for the application, Cloudpermit creates a task for applicants, which appears in the dashboard's Task and requests section. Applicants will also be notified via email about the change request.

After providing the required changes for the application, municipal authorities verify them. Also, the review result, notes, and time used are recorded in Cloudpermit. After completing all required application reviews, municipal authorities create a permit on configurable templates in Cloudpermit.

Circulation

Circulation is an essential part of processing workspaces within Cloudpermit.

Cloudpermit allows municipalities to decide which internal and external organizations, agencies, and corporations may participate as stakeholders in the Circulation process and add them to the municipality's approver groups in Cloudpermit.

In practice, the responsible municipal authority circulates the building application to the stakeholders, such as fire, water, or sewerage departments requesting comments or approvals in Cloudpermit. This way, comments and approvals can be requested from all stakeholders concurrently, which speeds up the approval processes.

Cloudpermit supplies user management and task assignment functionalities for stakeholder organizations to manage requests and internal circulation. However, the municipal building department's authorities can control who can see the original comments online. Cloudpermit also notifies the assigned circulation authorities or organization's administrators of new circulation requests and approaching due dates.

Additionally, Cloudpermit allows municipal department authorities to complete the circulation request on the stakeholders(s) behalf and record their results in Cloudpermit. That way, Cloudpermit can help municipal authorities ensure all circulations are accurately recorded on Cloudpermit and save time.

The municipal building authority completed the circulation request.

CIRCULATION		ADD CIRCULATION REQUEST ⓘ Close ^		
Status	Assigned to	Request	Due date	Completed
^ Complete	Middlesex Centre - Ministry of Municipal Affairs	2022-10-27, 9:48 a.m. by Alice Administrator	2022-10-28	2022-10-27 9:54 a.m.
Request description		Visibility Authorities and selected circulation assignee		
"Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum."				
Stakeholder comments				
"Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum."				
ADD COMMENT +				
		by Alice Administrator, 2022-10-27, 9:54 a.m.		

After circulation, the requesting municipal authority prepares and publishes a report to applicants, including received comments and approvals for the project.

Cloudpermit notifies the assigned circulation authorities or the organization's administrator of new circulation requests and approaching due dates.

Permit Issuance

The Permit Issuance feature is for municipal authorities.

The feature enables municipal authorities to **define, create, and issue permits** on pre-configurable templates. It also allows them to decide the project's required inspections and permit fees.

After completing reviews and acknowledging application payments, municipal authorities prepare the permit for issuance.

- ⇒ All issued permit PDFs are downloadable and saved in the application's "Permits" section in Cloudpermit.
- ⇒ Applicants and municipal authorities have access to all permits on the application anytime.

The "Permits" section in the building application workspace.

PERMITS

Close

Permit number	Issued on	Issued by	Status	Permit document
MMC-2022-10	2022-02-25, 10:33 a.m.	Alice Administrator	Issued	DOWNLOAD PERMIT   Signed by Fred Builder 2022-02-25, 10:33 a.m.

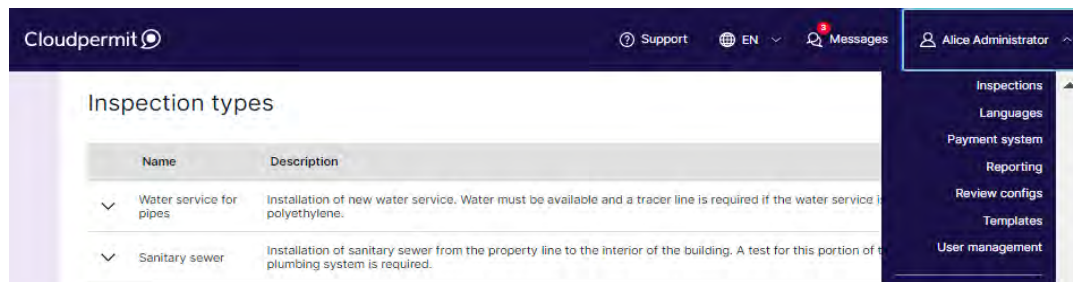
Inspections

A crucial component of Cloudpermit is the Inspections feature for municipal building authorities.

The Cloudpermit configuration enables municipal authorities to configure a set of default inspections for the selected application types.

They can manage inspections by adding new ones, removing unnecessary ones, and publishing a list of required inspections on each application they work on.

The inspections configuration workspace.



Applicants request inspections through the Inspections feature in their application in Cloudpermit and decide the date and time of the inspection.

Once the inspection request is dispatched to the relevant inspector, Cloudpermit allows building and planning inspectors to conduct on-site mobile inspections.

Inspectors only need to write their notes once, ensuring all data is available for all municipal authorities within the department online on any connected mobile device.

Inspectors have all permit information, property contact information, approved drawings, reports, and previous inspection data online in Cloudpermit.

Inspectors can do the following:

- ⇒ Manage deficiencies and orders online.
- ⇒ Upload photos to their inspection notes during the on-site visit.
- ⇒ Benefit from the configured templates while creating reports and certificates on-site.

All conducted inspections with the downloadable inspection report PDFs are recorded in the "All Visits" section in Cloudpermit.

The "All Visits" section in the inspection workspace.



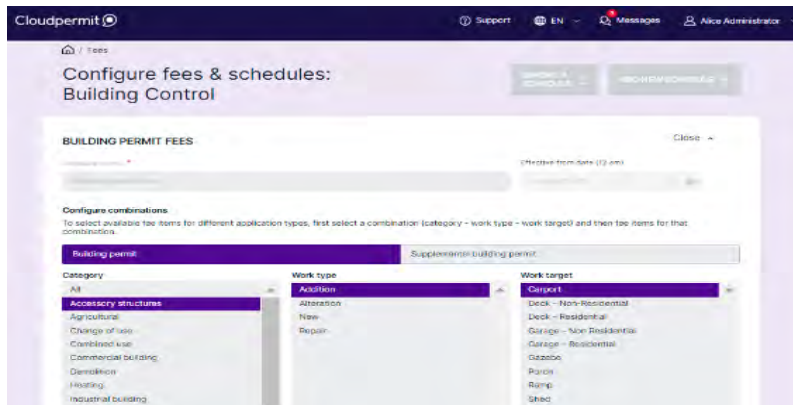
Fees Management

The Fees Management feature is for municipal authorities.

The feature is an all-in-one solution that allows Cloudpermit to manage permit and application fees. It facilitates payments made and received in person or online via native third-party integrations.

Municipality administrators create and process fees using preconfigured fee items. Additionally, Cloudpermit allows automation of fee calculation for deposits and upfront fees. The fee automation inserts the appropriately calculated fee for the bill to be paid online. Additionally, Cloudpermit automatically prepares and sends applicants a downloadable invoice PDF via email.

The fees and schedules configuration workspace.



The integrated online payment solution has the following benefits:

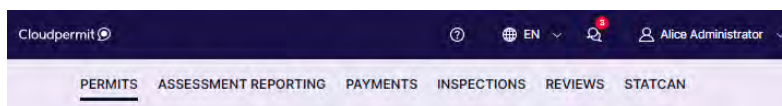
- ⇒ Online payment remarkably reduces on-premises cash payments because applicants can safely make payments online 24/7 and benefit from better transparency in their paid fees.
- ⇒ Online payment enables municipal authorities to automate permit delivery straight after the permit fee is acknowledged.

The selection of integrated online payment providers in Cloudpermit is limited. The third-party integration chapter on page 13 lists available integrated payment checkout systems.

However, Cloudpermit can integrate the payment process into local governments' payment checkout systems upon agreement (priced separately).

Report Management

The Report Management feature is for municipal authorities.



This feature provides customizable data exports for permits, payments, inspections, and review data. It also enables automatic assessment reporting for selected regions.

Processing time, review, and inspection reports reveal the organization's performance, supporting the process's improvement. The reporting data helps municipalities report issued permit numbers and types. It also provides a view of current open permits and in-progress applications.

Configuration Tools

According to the municipality's requirements, local government administrators have complete control of the service, including the Cloudpermit configuration.

Cloudpermit Building Permitting configuration enables the following:

- ⇒ Managing approver and user groups
- ⇒ Working application type configuration with requirements for each type
- ⇒ Configuring and managing inspections

- ⇒ Configuring and managing application fee items for schedules
- ⇒ Managing payment page settings
- ⇒ Supporting managing review configurations
- ⇒ Allowing automating notifications, for example, for permit expiry.
- ⇒ Managing language settings and selection in the user interface
- ⇒ Managing building document templates
- ⇒ Managing role-based permission in user management.

Cloudpermit also develops and sets various application templates and forms for municipal users.

Configuration Description

The tables below display the Building Permitting features configuration.

Configuration:

Section	Component	Description
Building permit categories	Category description	It allows changing the description of a category.
Building permit categories	Project types	It includes work categories, work types, and work targets.
Supplemental building permit	Categories	It allows the selection and editing of types of supplemental building permits.
Attachment types	Add a new attachment type	It includes available attachment types for permits.
Reviews and required forms, attachments, and review configs	Forms	The available forms will be added as required for any application type.
Permit numbering	Permit number	It allows assigning a numbering system to a municipality.

Fees Management:

Section	Component	Description
Fee schedule	Configuration	It includes a list of available fees specific to each client.
Other settings	Online payment	It allows configuring Cloudpermit to accept online payments from various service providers.

Inspections:

Section	Component	Description
Inspections	Time slots	Cloudpermit supports two timeslots for inspection scheduling: 8:00 - 12:00 p.m. and 12:00 p.m. - 4:00 p.m.

Inspection types	Inspection subtypes	Cloudpermit supports two inspection subtypes currently.
------------------	---------------------	---

Templates:

Section	Component	Description
Templates	PDF Templates for inspections	It includes permit templates with customizable layouts.
Templates	PDF Templates for inspections	It includes template types.
Location for the application	Extra map layers	Cloudpermit can enable additional map layers for the client.

Application & Review:

Section	Component	Description
Sign off	Compliance language	It enables wording specific to country/province/state. Cloudpermit supports the following languages: en-ca, en-us, and fr-ca.

Cloudpermit Third-Party Integrated Systems

Cloudpermit has standard configurable integrations to over twenty (20) systems categorized under six different integration types described below.

Suppose the need for integration with a standard configurable integration cannot be fulfilled. In that case, Cloudpermit may integrate a new system, make a minor change to an existing one, or develop a custom one. These integrations are priced separately and, if applicable, addressed within your contract.

Standard Configurable Third-Party Integrations

Cloudpermit has integrations to third-party systems that can be configured for the client as part of the standard implementation. These integrations may include monthly or annual fees, which will be stated in a contract.

Geographic Information System (GIS)

Cloudpermit supports a one-way integration with the municipal authority's GIS to search properties by civic address or property identifier, retrieve property information, read map layers to be shown on maps, and retrieve owner information.

Supported GIS integrations include the following:

- ESRI ArcGIS
- CGIS
- CartoVista
- MuniSight

Online Payment

Cloudpermit integrates with most online payment providers through various online checkout systems or payment gateways to process fees and dues. Users can choose an online payment option for their bills when an online payment integration is configured for a municipality.

Payer information and bill contents are sent to the PCI-compliant payment provider and forwarded to the provider's checkout page. The payment provider returns information about the success of the payment. Where necessary (and possible), the convenience fees are configured in the payment system.

Supported Online Payment integrations include the following:

- Allpaid
- Bambora
- CCP/NIC Online Payment
- ePay
- E-xact
- Government Window
- Merchante
- Moneris
- OpenEdge
- Paymentus
- PayNowlink
- Square
- Stripe
- Payeezy

Authentication through Open ID Connect (OIDC)

When a user account is linked to an external system for authentication, Cloudpermit sends the authentication through an Open ID Connectivity (OIDC) API (Application Program Interface) to a third-party login page for the organization.

With this integration, the whole authentication happens in the third-party system, which returns a success of authentication to Cloudpermit. The integration does not include authorization; all groups and permissions are managed in Cloudpermit.

Supported OIDC authentication integrations include the following:

- Azure AD

Additional AD integrations are priced separately and, if applicable, addressed within your contract.

Multi-Factor Authentication (MFA)

When a Multi-Factor Authentication (MFA) is needed for a department, Cloudpermit login will require at least Two-Factor authentication.

After successful Cloudpermit authentication, the users will be sent to a third-party system for second-factor authentication, such as a mobile app or Security Management System (SMS).

The third-party system must supply an OIDC (Open ID Connect) interface, and it returns the success of the second-factor authentication to Cloudpermit.

Supported MFA integration includes the following:

- Duo

Additions and Minor Changes to Third-Party Integrations

Cloudpermit adds integrations with new systems if the integration is for an existing integration type, e.g., Online Payment or GIS. Cloudpermit has confirmed that the third-party system has Application Program Interfaces (APIs) that support the current integration model.

All integrations to new systems and minor changes to existing system integrations must be agreed upon separately, and they are not included in the standard implementation. Delivery may contain a development fee and an annual or monthly fee.

Cloudpermit will give an estimated future release for integration upon agreement.

Custom Integrations

All other integrations not Configurable Standard integrations, minor changes to existing integrations, or new systems with an existing integration type are considered Custom Integrations.

All custom integrations require a feasibility study and specifications before the agreement. Cloudpermit will give an estimated future release for integration upon agreement.

Delivery of a Custom Integration contains a development fee and an annual or monthly fee.

Integrations with Backend Systems

In backend system integrations, Cloudpermit leverages an integration process that enables sending the information to a backend system.

- ⇒ Cloudpermit creates a folder in the backend system for each workspace.
- ⇒ Cloudpermit links the properties and contacts into the folder and make new contacts if necessary.
- ⇒ Cloudpermit updates the folder's status and specified data fields in the folder.

Integration can be configured to include the transfer of fees to the backend system. Completed reviews and inspections can be configured to be transferred too. The integration setup will require changes in the backend system and mapping statuses and codes between the systems.

Integrated backend solutions are priced separately and, if applicable, addressed within your contract.

Integrations with Electronic Archives

This type of integration sends the content of a workspace to an external system for archival. The third-party systems are Enterprise Content Management (ECM) or Electronic Archives. Cloudpermit will create an archival folder in the third party, write the values of the configured data fields in the folder, and transfer configured attachments into the folder for archival.

Integrated electronic archive solutions are priced separately and, if applicable, addressed within your contract.

A woman wearing a white hard hat and a high-visibility safety vest over a plaid shirt is shown in profile, looking at a tablet device. The background is dark with some blurred lights, suggesting an outdoor construction or industrial setting at night. The overall image has a blue tint.

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General Description

Cloudpermit is an online community development software that provides local governments with Software-as-a-Service (SaaS) products available 24/7.

The Cloudpermit product portfolio includes the Building Permitting, Planning, Land Use Permitting, and Code Enforcement products.

This product description applies to the Planning product.

The information in this document is subject to change without notice aligning with future releases. Releases supply information about new features and non-security updates.

Cloudpermit Core Benefits

Cloudpermit supplies one complete end-to-end product for local governments to manage the entire building, licensing, and planning e-permitting and code enforcement case process. It allows all parties integral to the process, from applicants to authorities to key stakeholders. This ensures that all parties receive real-time information about applications, licenses, and cases.

Below are described the primary benefits Cloudpermit provides to its customer base:

- ⇒ Cloudpermit standardizes local government's building, licensing, planning, and code enforcement processes by supplying the best digital practices.
- ⇒ The 24/7 online service on any browser or operating system allows remote and mobile work on-site.
- ⇒ Monthly releases enable automatic updates to the product providing the latest updates and enhancements while not requiring users to download or install any software files.
- ⇒ A cloud-based SaaS product provides a quick and easy implementation with a municipality-based configuration, lessening the burden on municipal resources.
- ⇒ Through interactive maps, local governments can use high-quality location data and up-to-date property information. This up-to-date property information is derived directly from the local government's Geographic Information System (GIS).
- ⇒ Workspaces enable instant collaboration and communication within applications and code enforcement cases, simultaneously speeding up processes and improving the workflow for all involved parties.

Cloudpermit Planning

The Cloudpermit Planning product helps streamline processes associated with the day-to-day responsibilities of planning departments. It offers unique features to assist with pre-consultation, circulation, public notice, and much more.

Cloudpermit Planning product enables the following:

- ⇒ It provides online software for local government planning department customers, which helps them to manage applications efficiently and effectively.
- ⇒ It allows the public to submit and track their applications online.

The Cloudpermit software is automatically updated periodically with the latest updates and enhancements, not requiring users to download or install any software files.

Cloudpermit Planning Key Core Features

The Cloudpermit Planning software provides **Pre-Consultation, Committee and Council Meetings, Public Notice, Circulation, Conditions and Comments, and Processing Time Calculator** features to enhance an excellent user experience in the planning workflow.

Cloudpermit Planning Key Core Features:
Pre-Consultation
Committee and Council Meetings
Public Notice
Circulation
Conditions and Comments
Processing Time Calculator

Pre-Consultation

The Pre-Consultation feature is for applicants and municipal authorities.

Pre-consultation is an interactive process where applicants and their authorized representatives can present and discuss a development proposal with relevant staff and external agencies in the local government well advanced of the project start.

Cloudpermit enables municipalities to track and document their pre-consultation process digitally.

The pre-consultation process is as follows:

- ⇒ Applicants request a pre-consultation through a guided step-by-step process in Cloudpermit. The pre-consultation usually includes one or more meetings between the parties, which the municipal planning authority sets up via Cloudpermit.
- ⇒ Upon meeting completion, the municipal authority prepares a pre-consultation report and a draft approval application with requirements for the applicants to submit to the municipality in Cloudpermit.

The submitted pre-consultation request in the pre-consultation workspace.

The screenshot displays the 'Planning Approval' workspace for '101 FIRST ST NW, Pulaski'. The page includes a header with the address and a 'Reasoning / Future Land Use Amendment: Commercial/Industrial' label. Below this are buttons for 'SHOW MAP' and 'HIDE FULL DATA'. A 'Show messages' section shows a 'Submitted' status on '2022-09-05, 9:28 a.m.'. A table lists application details: PIN (072-140-0000-100A), Application number, Municipal ID (4334), Property code (Commercial/Industrial), and Zoning (PUL_B3). A 'PRE-CONSULTATION' section shows the current step as 'REQUESTED 2 / 4' with 'NEXT STEP: IN PROGRESS'. Below this are expandable sections for 'PARTIES TO THE APPLICATION', 'PROJECT DATA', and 'ATTACHMENTS'.

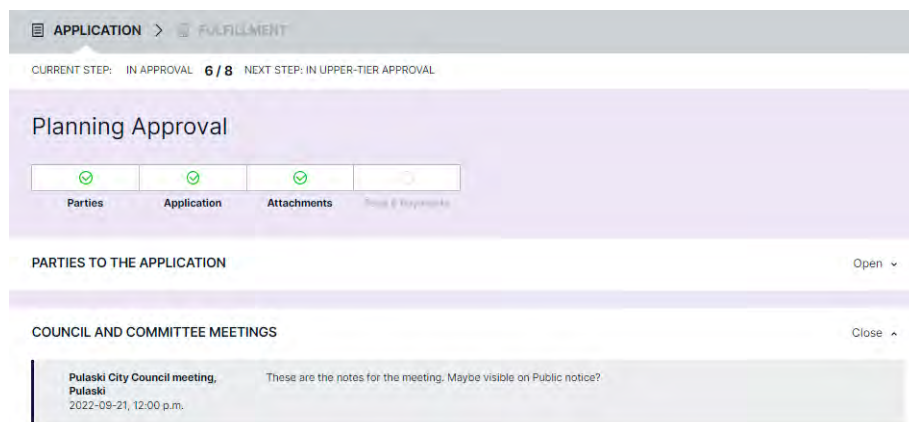
Committee and Council Meetings

The Committee and Council Meetings feature is essential to the planning approval process. Following a strict municipality-based protocol, these meetings are held to decide on planning applications under agreed policies in the local government.

Cloudpermit allows municipal planning authorities to manage better the meeting dates. If municipal authorities participate in meetings across local governments, they provide a shared view of each committee and council associated with the user.

Each approval application can be assigned to an upcoming meeting enabled within Cloudpermit, automatically creating, and sharing agendas and other relevant documents within the Committee and Council Meeting feature.

The "Committee and Council Meetings" section in the application workspace.



Public Notice

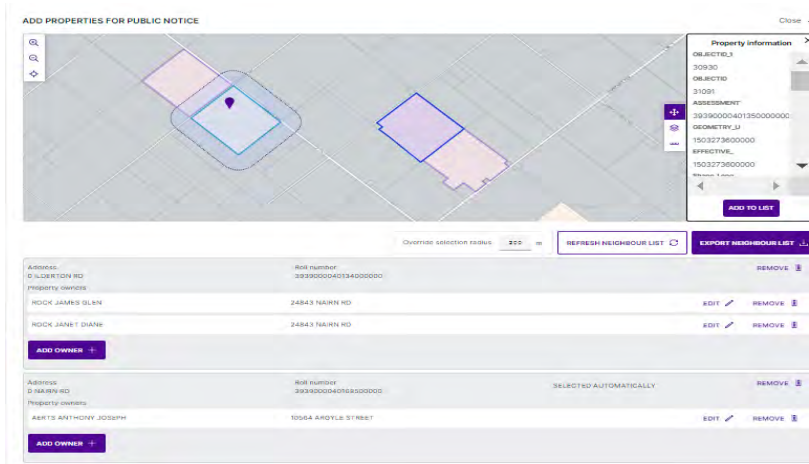
The Public Notice feature allows municipal authorities to manage information and tasks relating to public hearings and notices of specific planning applications in Cloudpermit. It also helps neighbors and citizens supply their opinions on the planning proposal as part of the approval process.

Through Cloudpermit's *Public Notice* feature, municipal authorities can notify the public of specific planning application-related matters online and display an advert in their local newspapers. Cloudpermit also supplies a standard "public notice letter" template that can be shared in traditional media and circulated to nearby property owners.

Cloudpermit supplies buffer zone functionality that finds properties and their owners within a radius decided by the municipal authority.

A listing of mailing addresses of property owners can be enabled with the proper integrations with the municipal authority's GIS property data.

The workspace for adding properties to the public hearing in the Public Notice feature.

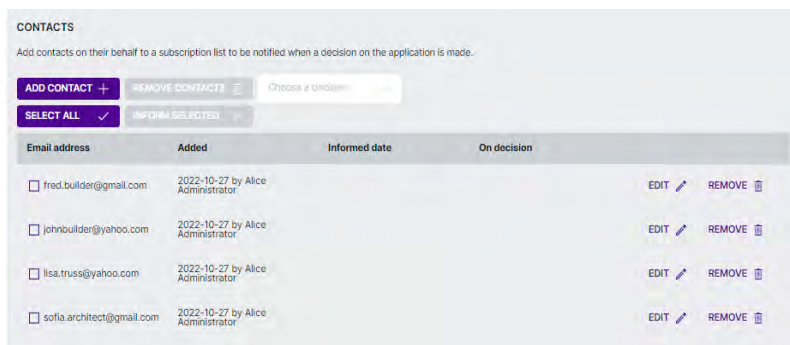


Cloudpermit supplies a maintenance feature to manage the citizen mailing list, providing updates on each application's decisions.

The planning department authorities can add new contacts to the public notice contact list in Cloudpermit. At the same time, citizens can self-register to receive the application decision, either approval or denial, through a link or a QR code.

Users who sign up via the QR code will automatically be notified, while users added manually must be notified manually.

The "Contacts" section of the Public Notice feature.



The self-registering options in the Public Notice feature.



Circulation

Circulation is an essential part of processing workspaces within Cloudpermit.

Cloudpermit allows municipalities to decide which internal and external organizations, agencies, and corporations may participate as stakeholders in the Circulation process and add them to the municipality's approver groups in Cloudpermit.

In practice, the responsible municipal authority circulates the planning approval to the stakeholders, such as fire, water, or sewerage departments requesting comments or approvals in Cloudpermit. This way, comments and approvals can be requested from all stakeholders concurrently in real-time, which speeds up the approval processes.

Cloudpermit supplies user management and task assignment functionalities for stakeholder organizations to manage their requests and internal circulation. However, the planning department's authorities can control who can see the original comments online. Cloudpermit also notifies the assigned circulation authorities or organization's administrators of new circulation requests and approaching due dates.

Additionally, Cloudpermit allows municipal department authorities to complete the circulation request on the stakeholders(s) behalf and record their results on Cloudpermit.

That way, Cloudpermit can help municipal authorities ensure all circulations are accurately recorded on Cloudpermit and save time.

After circulation, the requesting authority prepares and publishes a report to applicants, including received comments and approvals for the project. Cloudpermit notifies the assigned circulation authorities or the organization's administrator of new circulation requests and approaching due dates.

Conditions and Comments

Municipal planning authorities may impose conditions for planning projects in Cloudpermit. Conditions can enhance development quality and enable development where it would have been necessary to refuse planning approval.

The Planning approval workspace includes a section for establishing and commenting on conditions. All conditions must be closed before the final approval.

The "Conditions and Comments" section in the application workspace.

CONDITIONS AND COMMENTS Close ^				
0 Conditions				
6 1. Plans Renewal				
Id	Title	Round	Status	Assignee
#1	The site plan is not comprehensive enough	1	Responded	Fred Builder (Agent, Applicant, Property owner, Designer, Payer)
#2	Plan amendment rezoning	1	Open	Fred Builder (Agent, Applicant, Property owner, Designer, Payer)
#3	Amendment rezoning	1	Cleared	Fred Builder (Agent, Applicant, Property owner, Designer, Payer)
#4	Site plans for the project	1	Noted	Sofia Doc (Agent, Designer)

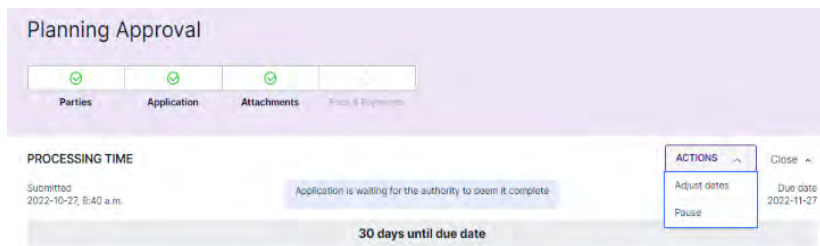
Processing Time Calculator

The Processing Time Calculator feature allows local governments to set processing times and deadlines for each approval application type or internal target.

Supplying transparency into processing times and deadlines, this feature automatically calculates application review and decision-making deadlines for each application and displays their urgency on the user's dashboard.

Targets can be paused or adjusted at any time. Additionally, applications can be sorted based on the closest or further due date to help planning departments keep track of the dates.

The Processing Time Calculator feature in the application workspace.



Configuration Tools

Administrative users can adjust the service to the municipality's requirements using Cloudpermit's configuration tools.

Cloudpermit unique configuration enables the following:

- ⇒ Managing planning approver and user groups and application type configuration with requirements for each type.
- ⇒ Automating notifications, for example, for permit expiry.
- ⇒ Managing review configurations, application approval fees, and system language selections.
- ⇒ Managing document templates and role-based permissions in Cloudpermit.

Additionally, Cloudpermit provides planning departments various templates and forms, such as a planning report and a public notice template.

Cloudpermit Configuration

The tables below display the Cloudpermit Planning features configuration.

Configuration:

Section	Component	Description
Application type - categories	Category description	It allows changing the description of a category.
Application type - categories	Project types	It includes Category, Scope, and Proposed Use project types.
Attachment types	Add a new attachment type	It includes available attachment types for permits.
Application number	Application number	It allows assigning a numbering system to a municipality.

Pre-Consultation:

Section	Component	Description
Managing forms	Required forms	It allows adding required forms to applications.
Managing required attachments	Required attachments	It allows adding required attachments to applications.
Managing required party roles	Required party roles	It allows adding required party roles to applications.

Committees and Councils:

Section	Component	Description
Adding new committees and councils	Committee and councils	It allows adding new committees and councils to the municipality.

Application and Review:

Section	Component	Description
Sign off	Compliance language	It allows a wording specific to country/province/state.

Processing Time Calculator:

Section	Component	Description
Processing time calculator	Application configuration	It enables to select of the processing time calculator for municipality groups.
Processing days	Application configuration	It enables setting target times in days and calculation times in business days or calendar days.

Public Notice:

Section	Component	Description
Public Notice Letter	Templates	It enables configuring a Public Notice letter template.
Neighbor default radius	Application configuration	It enables adjusting the default radius neighbors for the Public Notice feature.

Fees Management:

Section	Component	Description
Fee schedule	Configuration	It includes a list of available fees specific to each client.

Other settings	Online payment integration	It allows configuring Cloudpermit to accept payment from online providers.
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Templates:

Section	Component	Description
Templates	PDF Templates	It includes report templates with customizable layout.
Location for the application	Extra map layers	Cloudpermit can enable additional map layers for the client.

Cloudpermit Third-Party Integrated Systems

Cloudpermit has standard configurable integrations to over twenty (20) systems categorized under six different integration types described below.

Suppose the need for integration with a standard configurable integration cannot be fulfilled. In that case, Cloudpermit may provide integration to a new system, make a minor change to an existing one, or develop a custom one. These integrations are priced separately and, if applicable, addressed within your contract.

Standard Configurable Third-Party Integrations

Cloudpermit has integrations to third-party systems that can be configured for the client as part of the standard implementation. These integrations may include monthly or annual fees, which will be stated in a contract.

Geographic Information System (GIS)

Cloudpermit supports a one-way integration with the municipal authority's GIS to search properties by civic address or property identifier, retrieve property information, read map layers to be shown on maps, and retrieve owner information.

Supported GIS integrations include the following:

- ESRI ArcGIS
- CGIS
- CartoVista
- MuniSight

Online Payment

Cloudpermit integrates with most online payment providers through various online checkout systems or payment gateways to process fees and dues. Users can choose an online payment option for their bills when an online payment integration is configured for a municipality.

Payer information and bill contents are sent to the PCI-compliant payment provider and forwarded to the provider's checkout page. The payment provider returns information about the success of the payment. Where necessary (and possible), the convenience fees are configured in the payment system.

Supported Online Payment integrations include the following:

- Allpaid
- Bambora
- CCP/NIC Online Payment
- ePay
- E-xact
- Government Window
- Merchante
- Moneris
- OpenEdge
- Paymentus
- PayNowlink
- Square
- Stripe
- Payeezy

Authentication through Open ID Connect (OIDC)

When a user account is linked to an external system for authentication, Cloudpermit sends the authentication through an Open ID Connectivity (OIDC) API (Application Program Interface) to a third-party login page for the organization.

With this integration, the whole authentication happens in the third-party system, which returns a success of authentication to Cloudpermit. The integration does not include authorization; all groups and permissions are managed in Cloudpermit.

Supported OIDC authentication integrations include the following:

- Azure AD

Additional AD integrations are priced separately and, if applicable, addressed within your contract.

Multi-Factor Authentication (MFA)

When a Multi-Factor Authentication (MFA) is needed for a department, Cloudpermit login will require at least Two-Factor authentication.

After successful Cloudpermit authentication, the users will be sent to a third-party system for second-factor authentication, such as a mobile app or Security Management System (SMS).

The third-party system must supply an OIDC (Open ID Connect) interface, and it returns the success of the second-factor authentication to Cloudpermit.

Supported MFA integration includes the following:

- Duo

Additions and Minor Changes to Third-Party Integrations

Cloudpermit adds integrations with new systems if the integration is for an existing integration type, e.g., Online Payment or GIS. Cloudpermit has confirmed that the third-party system has Application Program Interfaces (APIs) that support the current integration model.

All integrations to new systems and minor changes to existing system integrations must be agreed upon separately, and they are not included in the standard implementation.

Delivery may contain a development fee and an annual or monthly fee.

Cloudpermit will give an estimated future release for integration upon agreement.

Custom Integrations

All other integrations that are not Configurable Standard integrations, minor changes to existing integrations, or new systems with an existing integration type are considered Custom Integrations.

All custom integrations require a feasibility study and specifications before the agreement. Cloudpermit will give an estimated future release for integration upon agreement.

Delivery of a Custom Integration contains a development fee and an annual or monthly fee.

Integrations with Backend Systems

In backend system integrations, Cloudpermit leverages an integration process that enables sending the information to a backend system.

- ⇒ Cloudpermit creates a folder in the backend system for each workspace.
- ⇒ Cloudpermit will link the properties and contacts into the folder and make new contacts if necessary.
- ⇒ Cloudpermit updates the status of the folder and specified data fields in the folder.

Integration can be configured to include the transfer of fees to the backend system. Completed reviews and inspections can be configured to be transferred too. The integration setup will require changes in the backend system and mapping statuses and codes between the systems.

Integrated backend solutions are priced separately and, if applicable, addressed within your contract.

Integrations with Electronic Archives

This type of integration sends the content of a workspace to an external system for archival. The third-party systems are Enterprise Content Management (ECM) or Electronic Archives. Cloudpermit will create an archival folder in the third party, write the values of the configured data fields in the folder, and transfer configured attachments into the folder for archival.

Integrated electronic archive solutions are priced separately and, if applicable, addressed within your contract.

Review / Authorization

Primary Responsible Department: Finance

Permit No. 2023-0019

(Halloween Jamboree/Street Art)

(Linda Staudinger, 360.751.3725, staudinger8750@comcast.net)

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

Comments and Conditions

☒ Finance Carie Cuttonaro, Clerk-Treasurer Date: 9/22/2023	No issues.		
☒ Fire (Cowlitz County Fire District 6) Bill LeMonds, Fire Chief Date: 9/25/2023	No issues.		
☒ Police Charlie Worley, Chief Date: 9/26/2023	No issues.		
☒ Public Works / Engineering Dave Vorse, Public Works Director Date: 9/25/2023			
☐ Parks			
☒ Streets	Traffic control devices to closed down the streets will be staged at the intersections. The event sponsors will be responsiible to move them in place and remove when event is over with.		
☐ Traffic			
☒ Other	We will supply additional garbage cans. Chalk art is to be tempoary.		
☐ Building/Planning, if needed			
Additional Comments: This event is proposed to include a parade, sidewalk chalk art and other activities.			
☐ Approved ☐ Denied	<table style="width: 100%;"> <tr> <td style="width: 60%;">Primary responsible department signature</td> <td style="width: 40%;">Date</td> </tr> </table>	Primary responsible department signature	Date
Primary responsible department signature	Date		



Special Event Permit

Permit No. **2023-0019**

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 CRCA- Halloween Jamboree/ STREET ART	Address/City/State/Zip PO Box 1086 Castle Rock, Wa. 98611	
Contact Person Linda Staudinger	Phone 360.251.3725	Email staudinger8750@comcast.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) ↑	
	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: Nancy Chenault 360.703.8174 nancy@theplantstation.com		

Event Information

Event Name Halloween Jamboree		Date(s) of event Sun. Oct 29. 23	Estimated # of participants for event 2000	
Start Time 3:00 AM/PM	End Time 5:30 AM/PM	Setup Time 12:00 AM/PM	Takedown Time 6:00 AM/PM	Estimated # of volunteers for event 30
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? 10.22	
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. will include Haunted House, Trunk/Treat, Arcade games, parade				

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? _____ ☐ Private property/where? _____ ☐ Park building*/which one? _____ ☒ Other Bakery Complex Parking Lot, Front, First and Cowlitz
*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.	
Received Permit holders are responsible for cleanup of debris in connection with their activities.	

SEP 15 2023

2023-0019-SEP
Castle Rock
Finance

City Assistance Requested

Public Works Division (example: street closure, signage, signal adjustment, facility availability, additional sanitation/garbage, restrooms) - Explain Street closures, signs, we will provide 2 bathrooms	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) Linda Staudinger	Applicant Signature <i>Linda Staudinger</i>
Organization/Title CRIDA-STREET ART LIASION	Date 9.15.23

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

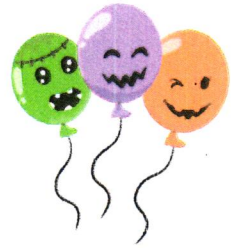
	Fee(s)	Initial(s)	Date(s)
Deposit(s)			
Permit(s)			
Facility Use/Rental(s)			
Admission Tax(es)			
Additional Costs			
TOTAL PAID			
TOTAL REFUND / DUE			

Proof of insurance required? ☐ Yes ☐ No	Bond Required? ☐ Yes ☐ No
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Castle Rock Community Development Alliance Presents

HALLOWEEN JAMBOREE

Downtown Castle Rock



\$2 Haunted House

Received

Vendors

SEP 22 2023
2023-0019-SEP
Castle Rock
Finance

**Costume Contest Parade
@ 4:30**



Trunk-or-Treat



Sidewalk Chalk Art 3p-4p

**Arcade Games
(15 game tickets \$5)**



Proceeds to benefit Castle Rock Street Art

SUNDAY, OCTOBER 29TH

3PM-5:30 PM

Received
SEP 15 2023
20230019-SEP
Castle Rock
Finance

Microsoft



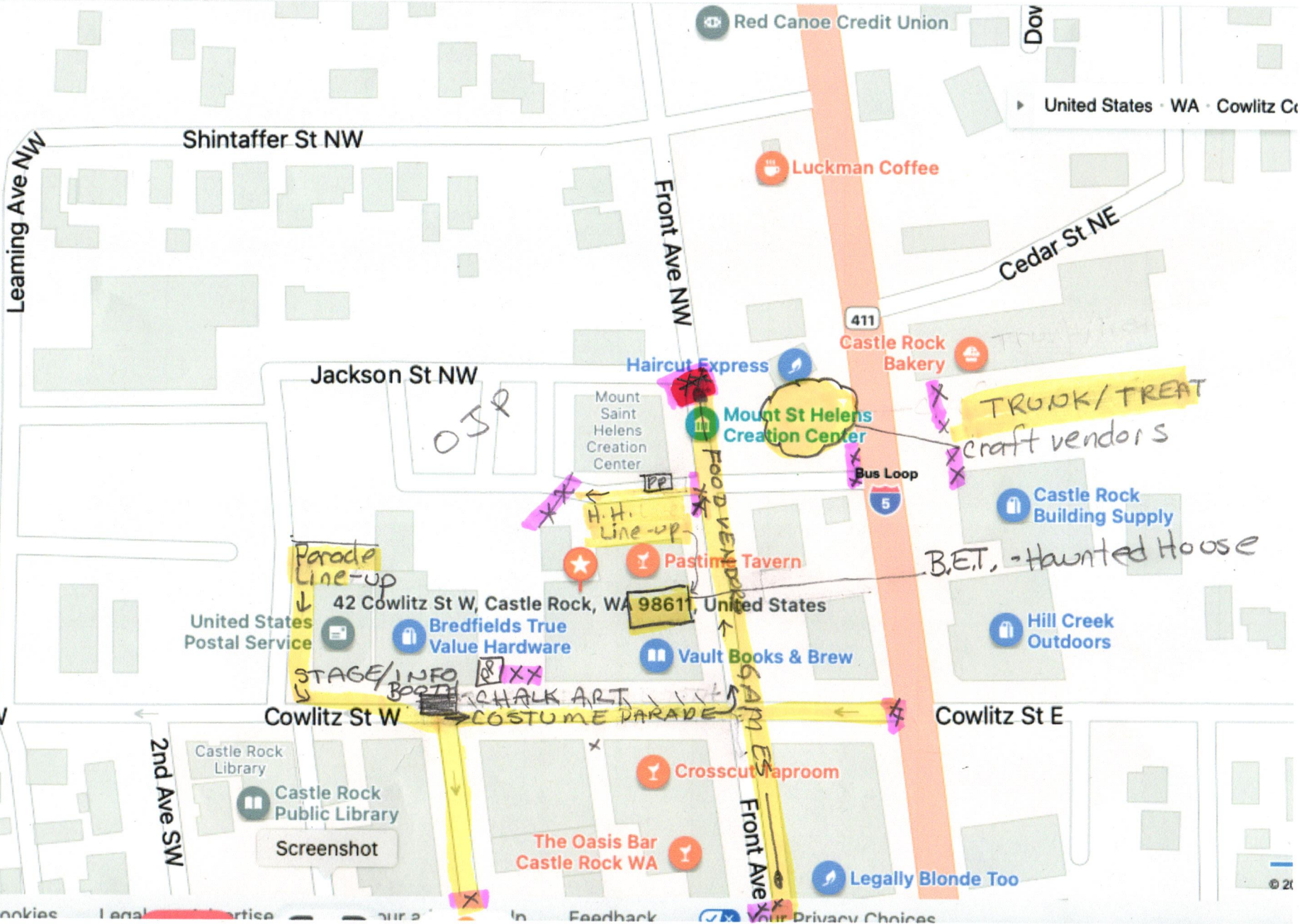
Directions

Traffic

Local

My Places

More





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: CRCDA-Halloween Jamboree/
STREET ART

Title of Event: Halloween Jamboree

Date of Event: Sun. Oct 29, 2023

Phone Number: 360-751-3725

Name of Applicant (please print): LINDA STAUDINGER

Signature of Applicant: Linda Staudinger

Date Signed: 9.15.23

Received

SEP 15 2023

2023-0019-SEP
Castle Rock
Finance



CASTROC-14

RAJASRAM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. PO Box 936 Chehalis, WA 98532-0936	CONTACT NAME: Evelyn Jackson	
	PHONE (A/C, No, Ext): (714) 577-4535 FAX (A/C, No): (714) 975-8966	
	E-MAIL ADDRESS: evelyn.jackson@nfp.com	
INSURED Castle Rock Community Development Alliance PO Box 931 Castle Rock, WA 98611-0931	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Underwriters Insurance Company	30104
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			59SBAAU4BF2	10/25/2023	10/25/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Event: Halloween Jamboree - October 29th, 2023.

CERTIFICATE HOLDER

CANCELLATION

Received
SEP 22 2023 City of Castle Rock
PO Box 370
Castle Rock, WA 98611
Castle Rock Finance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

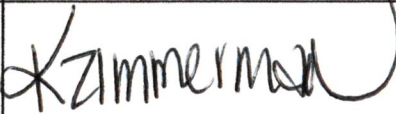
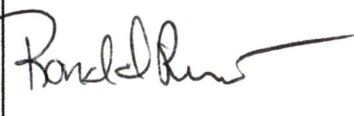
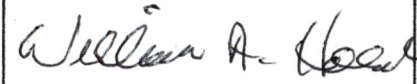
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Special Event Signature Collection Sheet

Event: Halloween Jamboree Date: 10-29-23 Time: 12 to 6

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
Maggie Beuma		Stylash Salon		✓	
David Morgan		PT Northwest		✓	
		Business Tax Services			Closed Sundays
Kelli Zimmerman		Farmers Insurance		✓ closed Sunday	
KARLEE PARKER		Ashtown		✓	
Ron Renshaw		Jupiter Lighting Group		✓ RR.	
William Hoesch		Mt St. Helen Creation Center			Closed Sundays

Received

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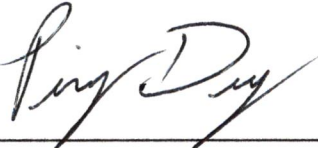
2023-0019-SEP

Castle Rock
Finance

Special Event Signature Collection Sheet

Event: Halloween Jamboree Date: 10-29-23 Time: 12 to 6

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
Scissors Hair by Anka Toney		Scissors		✓	
		Grant & Associates		✓ closed Sundays	
Penny Dewey		CR Bakery		✓	
		Construction management group		✓ closed Sundays	
Allan Harris		Hubbard funeral home		✓	

Received

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2023-0019-SEP

Castle Rock
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Special Event Signature Collection Sheet

Event: Halloween Jamboree Date: Oct. 29, 2023 Time: 12 to 6

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 Nook	28 Cowitz	✓	
Chloe Payne	Chloepayne	Parweel Farms		✓ closed Sundays	
		Jupiter lighting		closed Sundays	
Nancy Pollock	Nancy Pollock	Blueberry Hill		closed Sundays	
M Burner	Melba Burns	The New You		✓	
Jana Gann	Jana Gann	Knotty Stitches		closed ✓	
Jonathan	Qui Rockbeal	Cir Pharmacy		✓	

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2023-0019-SEP

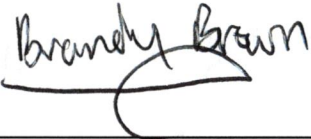
Castle Rock
Finance

Special Event Signature Collection Sheet

[3-530]

Event: Hawaiian Jamboree Date: 10-29-23 Time: 12 to 6

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
Pastime		Pastime		✓	
Vault Books Jacey Shulke	Jacey Shulke	Vault Books & Brew		✓	
* Robin	Oasis H. Ruziere	Oasis		✓	
Karissa Russell (Brenda Fisher)	Legally Blonde Too Kaufman	Legally Blonde Too		✓	
Patrick LaBarr	Pat 	Napa		✓	
Tammy Bressler		OK Auto Licensing		✓	
Gail Holverson	Gail Holverson	Greener Futures		✓	

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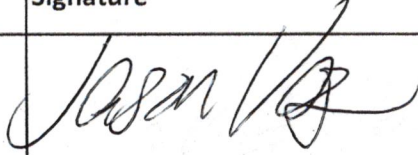
2023-0014-SEP

Castle Rock
Finance

Special Event Signature Collection Sheet

Event: _____ Date: _____ 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
Pollen, Jason		Pollen	101 Front	☒	☐

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2023-0019-SEP

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