



CASTLE ROCK CITY COUNCIL AGENDA

Regular Meeting: Tuesday, May 28, 2024
7:30 PM

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

AGENDA

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1. CALL TO ORDER

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

2. PROCLAMATIONS & PRESENTATIONS

3. CITIZEN COMMENTS - maximum 3 minutes

4. DEPARTMENT REPORTS

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

1. Revenue, Expenditure, Comparison, Cash & Investment Activity Reports

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 May 13, 2024 Regular Council Meeting.

8. OLD BUSINESS

- a. Ordinance No. 2024-05, an ordinance of the City of Castle Rock amending the Comprehensive Plan Future Land Use Map by changing the land use designation of 10 acres of land from commercial to low density residential, on second reading.
- b. Ordinance No. 2024-06, an ordinance of the City of Castle Rock amending the Official Zoning Map by rezoning 10 acres of land from highway business to low density residential, on second reading.

9. NEW BUSINESS

- a. Agreement with Cowlitz County to receive funding in the amount of \$30,000 from the Lodging Tax Fund to support the operation costs of tourism promotion.
- b. Letter of Engagement with Longview Law Group for as-needed land use attorney services. Services will be billed on an hourly basis.
- c. Interlocal Agreement with Cowlitz County to provide Law Enforcement Records "After-Hours" services. Cost for services will be \$8,535.01 in 2024, \$8,815.09 in 2025, and \$9,183.26 in 2026.
- d. Request for Proposals - Leak Detection results. Staff recommends contracting with Hydrevo LLC.

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT REGULAR COUNCIL MEETINGS:

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.

2024 Expenditures

<u>Fund</u>	<u>Sub</u>	<u>#</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>Total</u>	<u>Budget</u>	<u>Remaining</u>	<u>% Expended</u>
General	Legislative	010 0 010	5,991.75	5,158.65	5,391.70	4,782.35	21,324.45	92,712.00	71,387.55	23.00%
	Municipal	010 0 020	5,520.83	9,027.25	8,829.07	8,866.92	32,244.07	95,510.00	63,265.93	33.76%
	Financial	010 0 030	11,604.51	27,524.85	13,141.29	16,400.49	68,671.14	173,011.00	104,339.86	39.69%
	Law Enforcement	010 0 040	95,225.09	174,084.55	83,229.77	81,073.18	433,612.59	1,331,730.00	898,117.41	32.56%
	Parks	010 0 060	172.36	1,257.74	1,758.94	95.25	3,284.29	16,765.00	13,480.71	19.59%
	Building/Planning	010 0 070	4,563.59	12,576.21	11,086.56	8,306.74	36,533.10	145,220.00	108,686.90	25.16%
	Non-Departmental	010 0 099	261,822.47	31,116.43	4,208.39	8,341.81	305,489.10	846,459.00	540,969.90	36.09%
General Total		010	384,900.60	260,745.68	127,645.72	127,866.74	901,158.74	2,701,407.00	1,800,248.26	33.36%
Streets		100	17,062.25	27,946.93	24,571.04	14,182.60	83,762.82	239,603.00	155,840.18	34.96%
Building Code		115	1,078.88	4,505.01	3,526.28	2,611.57	11,721.74	47,485.00	35,763.26	24.69%
Visitor Center		120	888.57	1,510.34	460.20	542.40	3,401.51	19,629.00	16,227.49	17.33%
Library		130	726.83	8,304.54	12,552.16	826.30	22,409.83	42,291.00	19,881.17	52.99%
Criminal Justice		140	142.50	-	-	114.43	256.93	1,667.00	1,410.07	15.41%
Local Criminal Justice		145	6,155.63	211.93	198.47	6,344.96	12,910.99	30,300.00	17,389.01	42.61%
CDBG Grant/Home Rehab Proj		160	-	-	-	-	-	1,000.00	1,000.00	0.00%
DOT Spoils Site		170	13,693.67	5,098.90	1,852.83	6,114.42	26,759.82	51,590.00	24,830.18	51.87%
Public Works Vehicle Replacement		180	30,000.00	-	-	-	30,000.00	30,000.00	-	100.00%
REET Construction		310	-	-	-	-	-	138,800.00	138,800.00	0.00%
Street Construction		320	-	-	-	3,790.42	3,790.42	847,000.00	843,209.58	0.45%
Water/Sewer Operating		400	259,687.62	227,044.63	229,728.99	173,599.18	890,060.42	2,198,808.00	1,308,747.58	40.48%
Regional Water System		410	66,266.77	72,663.98	53,232.61	59,039.30	251,202.66	668,814.00	417,611.34	37.56%
Stormwater Management		420	17,695.90	13,505.74	9,768.20	8,821.12	49,790.96	188,682.00	138,891.04	26.39%
Stormwater Capital		425	-	-	-	-	-	155,000.00	155,000.00	0.00%
Regional Water Capital		430	18.38	18.38	87.50	26.25	150.51	72,225.00	72,074.49	0.21%
Muni Water Capital Improvement		435	117,906.70	78,279.08	149,431.90	45,427.63	391,045.31	1,838,700.00	1,447,654.69	21.27%
Muni Sewer Cap Impr Reserve		470	39,838.87	(4,532.31)	444,415.40	39,038.69	518,760.65	644,100.00	125,339.35	80.54%
Boat Launch Facility		475	1,981.49	4,400.57	863.51	999.42	8,244.99	1,030,079.00	1,021,834.01	0.80%
Utility Deposit		631	540.00	-	324.31	740.00	1,604.31	12,000.00	10,395.69	13.37%
Transportation Benefit District		632	4,580.00	-	-	220.00	4,800.00	242,095.00	237,295.00	1.98%
State Custodial Pass-Thru Fund		634	817.51	1,141.47	1,126.97	1,445.09	4,531.04	24,980.00	20,448.96	18.14%
	Totals		963,982.17	700,844.87	1,059,786.09	491,750.52	3,216,363.65	11,226,255.00	8,009,891.35	28.65%
Balance Check			963,982.17	700,844.87	1,059,786.09	491,750.52	3,216,363.65	11,226,255.00	8,009,891.35	
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2024 Revenue

<u>Fund</u>	<u>#</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>Total</u>	<u>Budget</u>	<u>Remaining</u>	<u>% Received</u>
General	010	147,009.37	111,526.16	169,694.26	168,778.15	597,007.94	2,081,843.00	1,484,835.06	28.68%
Streets	100	127,488.57	3,303.79	5,594.63	3,238.64	139,625.63	246,200.00	106,574.37	56.71%
Building Code	115	2,405.46	3,237.69	6,397.45	3,177.73	15,218.33	55,000.00	39,781.67	27.67%
Visitor Center	120	1,108.76	1,181.60	1,019.87	1,123.31	4,433.54	16,075.00	11,641.46	27.58%
Library	130	5,924.57	489.56	416.28	392.85	7,223.26	27,450.00	20,226.74	26.31%
Criminal Justice	140	1,186.54	122.53	122.96	1,158.77	2,590.80	4,000.00	1,409.20	64.77%
Local Criminal Justice	145	5,432.96	6,276.34	4,829.29	5,050.78	21,589.37	58,000.00	36,410.63	37.22%
Accumulative Reserve	150	73.91	62.76	62.98	56.00	255.65	-	(255.65)	0.00%
CDBG Grant/Home Rehab Proj	160	742.63	630.59	638.76	568.00	2,579.98	-	(2,579.98)	0.00%
DOT Spoils Site	170	10,000.00	-	124,167.36	17,798.80	151,966.16	45,000.00	(106,966.16)	337.70%
Public Works Vehicle Replacement	180	30,003.52	2.99	3.00	2.67	30,012.18	30,000.00	(12.18)	100.04%
Police Vehicle Replacement	185	21,035.19	29.89	92.96	82.67	21,240.71	21,000.00	(240.71)	101.15%
Drug Enforcement	190	10.56	8.97	9.00	8.00	36.53	200.00	163.47	18.27%
Low Income Housing	195	225.25	3,191.27	194.93	181.33	3,792.78	3,000.00	(792.78)	126.43%
Swimming Pool Construction	300	475.13	30,403.46	497.82	442.66	31,819.07	-	(31,819.07)	0.00%
REET Capital Fund	310	2,187.67	1,983.31	1,883.32	3,805.71	9,860.01	45,000.00	35,139.99	21.91%
Street Construction	320	-	-	-	10,456.70	10,456.70	847,000.00	836,543.30	1.23%
Water/Sewer Operating	400	157,830.56	179,014.95	191,236.14	166,526.20	694,607.85	2,043,778.00	1,349,170.15	33.99%
Regional Water System	410	31,826.15	84,595.90	57,468.86	59,421.49	233,312.40	668,814.00	435,501.60	34.88%
Stormwater Management	420	13,778.37	14,117.97	13,212.82	13,262.29	54,371.45	193,014.00	138,642.55	28.17%
Stormwater Capital	425	126.70	107.59	110.96	98.66	443.91	135,000.00	134,556.09	0.33%
Regional Water Capital	430	28,602.32	5,280.93	1,880.86	1,391.33	37,155.44	32,225.00	(4,930.44)	115.30%
Muni Water Capital Improvement	435	96,316.58	1,001,927.64	10,746.26	4,801.97	1,113,792.45	1,113,000.00	(792.45)	100.07%
Water Bond Reserve	440	753.19	639.56	647.76	576.00	2,616.51	-	(2,616.51)	0.00%
Sewer Bond Reserve	450	1,168.49	992.21	1,001.63	893.32	4,055.65	-	(4,055.65)	0.00%
Sewer Loan Reserve Fund	460	70.39	59.77	59.98	56.00	246.14	-	(246.14)	0.00%
Short Lived Asset Reserve Fund	463	172.46	146.45	146.94	130.67	596.52	-	(596.52)	0.00%
Muni Sewer Cap Impr Reserve	470	100,285.08	242.07	9,887.83	-	110,414.98	646,500.00	536,085.02	17.08%
Boat Launch Facility	475	454.47	948.72	1,211.99	950.67	3,565.85	1,033,800.00	1,030,234.15	0.34%
Utility Deposit	631	761.56	479.08	742.91	1,416.00	3,399.55	12,000.00	8,600.45	28.33%
Transportation Benefit District	632	11,672.21	13,920.53	10,966.09	11,570.27	48,129.10	150,285.00	102,155.90	32.03%
State Custodial Pass-Through Fund	634	347.76	1,066.22	1,175.97	1,466.09	4,056.04	24,980.00	20,923.96	16.24%
Totals		799,476.38	1,465,990.50	616,121.87	478,883.73	3,360,472.48	9,533,164.00	6,172,691.52	35.25%
Balance Check		799,476.38	1,465,990.50	616,121.87	478,883.73	3,360,472.48	9,533,164.00	6,172,691.52	
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2024 Expense/Revenue Comparison

Expenses					Revenue							% of Actual
Fund	#	Actuals	Budget	% Expended	Actuals	Budget	% Received	Budget Revenue Less	% of Budget	Actual Revenue Less	% of Actual	Revenue
								Actual Expenses	Expended	Actual Expenses	Expended	Expended
General Total	010	901,158.74	2,701,407.00	33.36%	597,007.94	2,081,843.00	28.68%	1,180,684.26	43.29%	(304,150.80)		150.95%
Streets	100	83,762.82	239,603.00	34.96%	139,625.63	246,200.00	56.71%	162,437.18	34.02%	55,862.81		59.99%
Building Code	115	11,721.74	47,485.00	24.69%	15,218.33	55,000.00	27.67%	43,278.26	21.31%	3,496.59		77.02%
Visitor Center	120	3,401.51	19,629.00	17.33%	4,433.54	16,075.00	27.58%	12,673.49	21.16%	1,032.03		76.72%
Library	130	22,409.83	42,291.00	52.99%	7,223.26	27,450.00	26.31%	5,040.17	81.64%	(15,186.57)		310.25%
Criminal Justice	140	256.93	1,667.00	15.41%	2,590.80	4,000.00	64.77%	3,743.07	6.42%	2,333.87		9.92%
Local Criminal Justice	145	12,910.99	30,300.00	42.61%	21,589.37	58,000.00	37.22%	45,089.01	22.26%	8,678.38		59.80%
Accumulative Reserve	150	-	-		255.65	-		-		255.65		0.00%
CDBG Grant/Home Rehab Proj	160	-	1,000.00	0.00%	2,579.98	-		-		2,579.98		0.00%
DOT Spoils Site	170	26,759.82	51,590.00	51.87%	151,966.16	45,000.00	337.70%	18,240.18	59.47%	125,206.34		17.61%
Public Works Vehicle Replacement	180	30,000.00	30,000.00	100.00%	30,012.18	30,000.00	100.04%	-	100.00%	12.18		99.96%
Police Vehicle Replacement	185	-	-		21,240.71	21,000.00	101.15%	21,000.00	0.00%	21,240.71		0.00%
Drug Enforcement	190	-	-		36.53	200.00	18.27%	200.00	0.00%	36.53		0.00%
Low Income Housing	195	-	-		3,792.78	3,000.00	126.43%	3,000.00	0.00%	3,792.78		0.00%
Swimming Pool Construction	300	-	-		31,819.07	-		-		31,819.07		0.00%
REET Construction	310	-	138,800.00	0.00%	9,860.01	45,000.00	21.91%	45,000.00	0.00%	9,860.01		0.00%
Street Construction	320	3,790.42	847,000.00	0.45%	10,456.70	847,000.00	1.23%	843,209.58	0.45%	6,666.28		36.25%
Water/Sewer Operating	400	890,060.42	2,198,808.00	40.48%	694,607.85	2,043,778.00	33.99%	1,153,717.58	43.55%	(195,452.57)		128.14%
Regional Water System	410	251,202.66	668,814.00	37.56%	233,312.40	668,814.00	34.88%	417,611.34	37.56%	(17,890.26)		107.67%
Stormwater Management	420	49,790.96	188,682.00	26.39%	54,371.45	193,014.00	28.17%	143,223.04	25.80%	4,580.49		91.58%
Stormwater Capital	425	-	155,000.00	0.00%	443.91	135,000.00	0.33%	135,000.00	0.00%	443.91		0.00%
Regional Water Capital	430	150.51	72,225.00	0.21%	37,155.44	32,225.00	115.30%	32,074.49	0.47%	37,004.93		0.41%
Muni Water Capital Improvement	435	391,045.31	1,838,700.00	21.27%	1,113,792.45	1,113,000.00	100.07%	721,954.69	35.13%	722,747.14		35.11%
Water Bond Reserve	440	-	-		2,616.51	-		-		2,616.51		0.00%
Sewer Bond Reserve	450	-	-		4,055.65	-		-		4,055.65		0.00%
Sewer Loan Reserve Fund	460	-	-		246.14	-		-		246.14		0.00%
Short Lived Asset Reserve Fund	463	-	-		596.52	-		-		596.52		0.00%
Muni Sewer Cap Impr Reserve	470	518,760.65	644,100.00	80.54%	110,414.98	646,500.00	17.08%	127,739.35	80.24%	(408,345.67)		469.83%
Boat Launch Facility	475	8,244.99	1,030,079.00	0.80%	3,565.85	1,033,800.00	0.34%	1,025,555.01	0.80%	(4,679.14)		231.22%
Utility Deposit	631	1,604.31	12,000.00	13.37%	3,399.55	12,000.00	28.33%	10,395.69	13.37%	1,795.24		47.19%
Transportation Benefit District	632	4,800.00	242,095.00	1.98%	48,129.10	150,285.00	32.03%	145,485.00	3.19%	43,329.10		9.97%
State Custodial Pass-Thru Fund	634	4,531.04	24,980.00	18.14%	4,056.04	24,980.00	16.24%	20,448.96	18.14%	(475.00)		111.71%
		3,216,363.65	11,226,255.00	28.65%	3,360,472.48	9,533,164.00	35.25%	6,316,800.35	33.74%	144,108.83		95.71%
Balance Check		3,216,363.65	11,226,255.00		3,360,472.48	9,533,164.00		6,316,800.35		144,108.83		
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Cash and Investment Activity

Period: 2024 - Apr
Period Totals

Fund	Beginning Cash	Beginning Investments	Activity In	Activity Out	Ending Cash	Ending Investments	Ending Balance
010 General Fund	\$387,368.73	\$668,415.83	\$239,778.32	\$130,701.40	\$499,280.31	\$597,415.66	\$1,096,695.97
011 Petty Cash/Change Fund	\$760.00	\$0.00	\$0.00	\$0.00	\$760.00	\$0.00	\$760.00
100 Street Fund	\$9,178.91	\$54,983.91	\$22,253.88	\$14,353.27	\$17,250.19	\$35,968.67	\$53,218.86
115 Building Code Account Fund	\$29,977.46	\$52,995.91	\$9,527.31	\$2,832.90	\$36,893.20	\$46,646.33	\$83,539.53
120 Visitor Center Fund	\$5,551.11	\$9,273.98	\$2,528.96	\$579.73	\$7,537.67	\$7,868.33	\$15,406.00
130 Library Fund	(\$4,346.07)	\$13,910.98	\$9,245.83	\$850.30	\$4,073.46	\$5,058.00	\$9,131.46
140 Criminal Justice Fund	\$14,126.27	\$27,160.96	\$5,277.40	\$223.76	\$19,289.24	\$23,042.33	\$42,331.57
145 Local Criminal Justice Fund	\$44,795.61	\$78,168.87	\$14,654.32	\$6,670.29	\$53,104.97	\$68,565.33	\$121,670.30
150 Accumulative Reserve Fund	\$7,523.86	\$13,910.98	\$2,164.98	\$56.00	\$9,688.84	\$11,802.00	\$21,490.84
160 CDBG Grant/Home Rehab Project	\$72,590.68	\$141,101.76	\$21,961.76	\$568.00	\$94,552.44	\$119,708.00	\$214,260.44
170 DOT Spoil Site Fund	\$17,601.66	\$0.00	\$17,734.80	\$19,602.42	\$15,798.04	\$13,488.00	\$29,286.04
180 Public Works Vehicle Replacement	\$782.11	\$662.00	\$103.00	\$2.67	\$885.11	\$561.67	\$1,446.78
185 Police Vehicle Replacement Fund	\$11,102.12	\$20,535.96	\$3,195.96	\$82.67	\$14,298.08	\$17,422.67	\$31,720.75
190 Drug Enforcement Fund	\$1,348.68	\$1,987.00	\$309.00	\$8.00	\$1,657.68	\$1,686.00	\$3,343.68
195 Low Income Housing Fund	\$25,526.34	\$43,058.93	\$5,023.93	\$181.33	\$30,550.27	\$38,216.33	\$68,766.60
300 Swimming Pool Const Fund, 1987	\$56,551.94	\$109,966.82	\$17,115.82	\$442.66	\$73,667.76	\$93,293.66	\$166,961.42
310 REET Capital Fund	\$35,067.52	\$64,919.89	\$13,086.61	\$263.99	\$48,154.13	\$55,638.99	\$103,793.12
320 Street Construction Capital Fund	\$0.00	\$0.00	\$10,456.70	\$3,790.42	\$6,666.28	\$0.00	\$6,666.28
400 Water/Sewer Operating Fund	\$235,645.04	\$536,585.09	\$248,445.97	\$175,756.50	\$310,491.83	\$454,665.32	\$765,157.15
410 Regional Water System Fund	\$195,773.13	\$374,284.36	\$98,185.86	\$60,631.29	\$234,919.69	\$335,519.99	\$570,439.68
420 Stormwater Management Fund	(\$3,017.95)	\$0.00	\$13,262.29	\$8,821.12	\$1,423.22	\$0.00	\$1,423.22
425 Stormwater Capital Reserve Fund	\$12,694.94	\$24,510.96	\$3,814.96	\$98.66	\$16,509.90	\$20,794.66	\$37,304.56
430 Regional Water Capital Improvement	\$44,777.69	\$84,130.86	\$13,584.86	\$367.58	\$58,336.30	\$71,937.33	\$130,273.63
435 Muni Water Capital Improvement	\$383,267.32	\$1,024,149.26	\$238,204.26	\$49,179.60	\$576,043.95	\$790,746.97	\$1,366,790.92
440 Water Bond Reserve Fund	\$73,566.86	\$143,089.76	\$22,271.76	\$576.00	\$95,838.62	\$121,394.00	\$217,232.62
450 Sewer Bond Reserve Fund	\$113,978.17	\$221,258.63	\$33,878.63	\$893.32	\$147,856.80	\$188,273.32	\$336,130.12
460 Sewer Loan Reserve Fund	\$7,761.91	\$13,248.98	\$1,502.98	\$56.00	\$9,264.89	\$11,802.00	\$21,066.89
463 Short Lived Asset Reserve Fund	\$17,148.00	\$32,459.94	\$5,051.94	\$130.67	\$22,199.94	\$27,538.67	\$49,738.61
470 Muni Sewer Capital Imprv Reserve	(\$384,733.35)	\$96,717.83	\$96,717.83	\$39,038.69	(\$327,054.21)	\$0.00	(\$327,054.21)
475 Boat Launch Facility Fund	\$7,085.65	\$12,586.99	\$2,858.99	\$1,050.09	\$8,945.22	\$10,678.67	\$19,623.89
631 Utility Deposit Fund	\$28,065.99	\$53,658.91	\$8,891.91	\$296.00	\$36,877.90	\$45,523.00	\$82,400.90
632 Transportation Benefit District Fund	\$203,013.10	\$0.00	\$11,570.27	\$220.00	\$214,363.37	\$0.00	\$214,363.37
633 TBD Capital Project Fund	\$3,456.17	\$0.00	\$0.00	\$0.00	\$3,456.17	\$0.00	\$3,456.17
634 State Custodial Pass-Thru Fund	\$1,545.32	\$0.00	\$1,466.09	\$1,445.09	\$1,566.32	\$0.00	\$1,566.32
	\$1,655,534.92	\$3,917,735.35	\$1,194,127.18	\$519,770.42	\$2,345,147.58	\$3,215,255.90	\$5,560,403.48



Investments Activity

Period: 2024 - Apr
Period Totals: Period

Fund	Description	Beginning Balance	Investments Acquired	Liquidated	Reinvested Interest	Ending Balance
010	General Fund	\$668,415.83	\$0.00	\$73,834.83	\$2,834.66	\$597,415.66
011	Petty Cash/Change Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100	Street Fund	\$54,983.91	\$0.00	\$19,185.91	\$170.67	\$35,968.67
115	Building Code Account Fund	\$52,995.91	\$0.00	\$6,570.91	\$221.33	\$46,646.33
120	Visitor Center Fund	\$9,273.98	\$0.00	\$1,442.98	\$37.33	\$7,868.33
130	Library Fund	\$13,910.98	\$0.00	\$8,876.98	\$24.00	\$5,058.00
140	Criminal Justice Fund	\$27,160.96	\$0.00	\$4,227.96	\$109.33	\$23,042.33
145	Local Criminal Justice Fund	\$78,168.87	\$0.00	\$9,928.87	\$325.33	\$68,565.33
150	Accumulative Reserve Fund	\$13,910.98	\$0.00	\$2,164.98	\$56.00	\$11,802.00
160	CDBG Grant/Home Rehab Project	\$141,101.76	\$0.00	\$21,961.76	\$568.00	\$119,708.00
170	DOT Spoil Site Fund	\$0.00	\$13,424.00	\$0.00	\$64.00	\$13,488.00
180	Public Works Vehicle Replacement	\$662.00	\$0.00	\$103.00	\$2.67	\$561.67
185	Police Vehicle Replacement Fund	\$20,535.96	\$0.00	\$3,195.96	\$82.67	\$17,422.67
190	Drug Enforcement Fund	\$1,987.00	\$0.00	\$309.00	\$8.00	\$1,686.00
195	Low Income Housing Fund	\$43,058.93	\$0.00	\$5,023.93	\$181.33	\$38,216.33
300	Swimming Pool Const Fund, 1987	\$109,966.82	\$0.00	\$17,115.82	\$442.66	\$93,293.66
310	REET Capital Fund	\$64,919.89	\$0.00	\$9,544.89	\$263.99	\$55,638.99
320	Street Construction Capital Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
400	Water/Sewer Operating Fund	\$536,585.09	\$0.00	\$84,077.09	\$2,157.32	\$454,665.32
410	Regional Water System Fund	\$374,284.36	\$0.00	\$40,356.36	\$1,591.99	\$335,519.99
420	Stormwater Management Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
425	Stormwater Capital Reserve Fund	\$24,510.96	\$0.00	\$3,814.96	\$98.66	\$20,794.66
430	Regional Water Capital Improvement	\$84,130.86	\$0.00	\$12,534.86	\$341.33	\$71,937.33
435	Muni Water Capital Improvement	\$1,024,149.26	\$0.00	\$237,154.26	\$3,751.97	\$790,746.97
440	Water Bond Reserve Fund	\$143,089.76	\$0.00	\$22,271.76	\$576.00	\$121,394.00
450	Sewer Bond Reserve Fund	\$221,258.63	\$0.00	\$33,878.63	\$893.32	\$188,273.32
460	Sewer Loan Reserve Fund	\$13,248.98	\$0.00	\$1,502.98	\$56.00	\$11,802.00
463	Short Lived Asset Reserve Fund	\$32,459.94	\$0.00	\$5,051.94	\$130.67	\$27,538.67
470	Muni Sewer Capital Imprv Reserve	\$96,717.83	\$0.00	\$96,717.83	\$0.00	\$0.00
475	Boat Launch Facility Fund	\$12,586.99	\$0.00	\$1,958.99	\$50.67	\$10,678.67
631	Utility Deposit Fund	\$53,658.91	\$0.00	\$8,351.91	\$216.00	\$45,523.00
632	Transportation Benefit District Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
633	TBD Capital Project Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
634	State Custodial Pass-Thru Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$3,917,735.35	\$13,424.00	\$731,159.35	\$15,255.90	\$3,215,255.90

1. CALL TO ORDER

Mayor Paul Helenberg called the regular meeting of the Castle Rock City Council to order at 7:31 PM.

a. Pledge of Allegiance

Mayor Helenberg led the Pledge of Allegiance.

b. Roll Call

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

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

c. Changes to Agenda

2. PROCLAMATIONS & PRESENTATIONS

a. May 11-17 - National Police Week

The proclamation was read by Clerk-Treasurer Carie Cuttonaro and presented by Mayor Paul Helenberg to Chaplain Tom Haan.

Chaplain Tom Haan gave a presentation and presented the proclamation to Corporal Berndt of the Castle Rock Police Department.

Police Chief Charlie Worley thanked the Cowlitz Chaplaincy for always being there in times of need.

b. Monticello Convention Ribbon Cutting

Senator Jeff Wilson and Cal Fowler presented. Monticello Convention Ribbon Cutting will be held on Thursday, May 30th at 11:00 AM.

3. CITIZEN COMMENTS - maximum 3 minutes

4. DEPARTMENT REPORTS

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

- a. 2023 Annual Drinking Water Quality Report
- b. 2nd Ave Water Main Repair and Replacement

Public Works Director Dave Vorse gave a verbal report.

- City Engineer Tom Gower

- Clerk-Treasurer Carie Cuttonaro

Clerk-Treasurer Carie Cuttonaro reported that the Transportation Benefit District and City's annual reports have been filed with the State Auditor's Office.

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

a. Approve the minutes of the April 8, 2024 Regular Council Meeting.

b. Approve the minutes of the April 22, 2024 Regular Council Meeting.

c. Approve the April 2024 invoices as described in the Fund Transaction Summary Report in the amount of \$498,371.01.

8. OLD BUSINESS

a. Ordinance No. 2024-03, an ordinance of the City of Castle Rock amending Chapters 16.34, 16.37, and 17.16 of the Castle Rock Municipal Code and adopting Chapters 17.55 and 17.78 of the Castle Rock Municipal Code, on second reading.

Councilmember Kessler made a motion, seconded by Lee, to approve Ordinance No. 2024-03.

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

b. Ordinance No. 2024-04, an ordinance of the City of Castle Rock repealing Ordinance No. 2024-02 and establishing an effective date, on second reading.

Councilmember Lee made a motion, seconded by Kessler, to approve Ordinance No. 2024-04.

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

c. Ordinance No. 2024-05, an ordinance of the City of Castle Rock amending the Comprehensive Plan Future Land Use Map by changing the land use designation of 10 acres of land from commercial to low density residential.

Councilmember Kessler made a motion, seconded by Whalen, to approve Ordinance No. 2024-05.

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

d. Ordinance No. 2024-06, an ordinance of the City of Castle Rock amending the Official Zoning Map by rezoning 10 acres of land from highway business to low density residential.

Councilmember Lee made a motion, seconded by Kessler, to approve Ordinance No. 2024-06.
Motion carried by roll call vote. Councilmembers Lee, Kessler, Whalen, and Simonsen voted 'Aye'.

9. NEW BUSINESS

a. Request to approve an Interlocal Agreement with Cowlitz County to receive funding in the amount of \$450,000 from the Rural County Public Facility Funds for the sewer force main portion of the Exit 48 Waterline Extension/Pressure Sewer Main Project.

Mayor Helenberg presented.

Councilmember Kessler made a motion, seconded by Lee, to approve the Interlocal Agreement with Cowlitz County. Motion carried by roll call vote. Councilmembers Lee, Kessler, Whalen, and Simonsen voted 'Aye'.

b. Request to approve Exit 48 Waterline Extension Project Change Order No. 3 for an increase of \$340,559.38. This change order would add the construction of approximately 775 linear feet of 6-inch PVC C900 sanitary sewer force main, 275 linear feet of 6-inch DI sanitary sewer force main, including backfill, plug valves, connection to existing sanitary sewer force main, 1 sewer low point drain assembly, temporary traffic control, temporary erosion control, and surface restoration. Current contract of \$1,912,639.40 would increase to \$2,253,198.78.

City Engineer Tom Gower presented.

Councilmember Kessler made a motion, seconded by Lee, to approve Change Order No. 3. Motion carried by roll call vote. Councilmembers Lee, Kessler, Whalen, and Simonsen voted 'Aye'.

c. Castle Rock BSA Troop #313 has advised the City of their intent to sell fireworks in 2024, per CRMC 5.32(c). Completed permit application and insurance has been submitted.

Councilmember Kessler made a motion, seconded by Whalen, to approve Castle Rock BSA Troop #313's request to sell fireworks. Motion carried by roll call vote. Councilmembers Lee, Kessler, Whalen, and Simonsen voted 'Aye'.

d. Acceptance of Surface Transportation Block Grant Program Award/Carbon Reduction Program in the amount of \$1,004,800 from the Southwest Washington Regional Transportation Planning Organization for the Citywide Pedestrian Improvements Project.

Public Works Director Dave Vorse presented. City Engineer Tom Gower provided comment. Mayor Helenberg provided comment.

Councilmember Kessler made a motion, seconded by Lee, to accept the Surface Transportation Block Grant Program Award/Carbon Reduction Program funding. Motion carried by roll call vote. Councilmembers Lee, Kessler, Whalen, and Simonsen voted 'Aye'.

10. OTHER BUSINESS

11. ADJOURNMENT

There being no further business, Mayor Helenberg adjourned the meeting at 8:14 PM.

Mayor Paul Helenberg

Clerk-Treasurer Carie Cuttonaro

ORDINANCE NO. 2024-05

AN ORDINANCE OF THE CITY OF CASTLE ROCK AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP BY CHANGING THE LAND USE DESIGNATION OF 10 ACRES OF LAND FROM COMMERCIAL TO LOW DENSITY RESIDENTIAL

WHEREAS, THE City of Castle Rock is partially planning under Washington's Growth Management Act pursuant to Chapter 36.70A RCW; and

WHEREAS, the Growth Management Act provides that comprehensive plan amendments shall be considered as a whole and the comprehensive plan shall not be amended more than once a year, with certain exceptions; and

WHEREAS, the Castle Rock Municipal Code (CRMC) establishes procedures for amending the comprehensive plan in Chapter 17.72 CRMC; and

WHEREAS, the City received one application initiated by the property owner for a site-specific comprehensive plan future land use map amendment; and

WHEREAS, the Planning Commission discussed the comprehensive plan amendment at the March 19, 2024 regular meeting; and

WHEREAS, after providing notice consistent with CRMC 17.72.030, the Planning Commission held a public hearing on April 16, 2024, to receive public testimony on the proposed comprehensive plan amendment; and

WHEREAS, after the public hearing, the Planning Commission voted to forward a recommendation to the City Council on the comprehensive plan amendment; and

WHEREAS, the City Council received the Planning Commission's recommendations on the proposed comprehensive plan amendment at their April 22, 2024 regular meeting; and

WHEREAS, the City Council finds that the comprehensive plan amendment is in the public interest of the community by designating a residential parcel for residential use; and

WHEREAS, pursuant to RCW 36.70A.106(3)(a), a notice of intent to adopt was transmitted to the Washington State Department of Commerce on April 18, 2024 (Submittal ID 2024-S-7052); and

WHEREAS, the proposed amendments have been reviewed as required under the State Environmental Policy Act, Chapter 43.21C RCW, and a Determination of Nonsignificance was issued on March 15, 2024, pursuant to WAC 197-11-340(2).

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

SECTION 1. Amend Future Land Use Map. Figure 3-1 in Section III of the *City of Castle Rock Comprehensive Plan* is hereby amended, changing Parcel No. 30869 from Commercial to Low Density Residential as shown in Attachment A.

SECTION 2. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section,

sentence, clause, or phrase of this Ordinance; provided, however, that if any section, sentence, clause, or phrase of this Ordinance, or any change in land use designation, is held to be invalid by a court of competent jurisdiction then the section, sentence, clause, or phrase, or land use designation, in effect prior to the effective date of this Ordinance shall be in full force and effect for that invalidated section, sentence, clause, or phrase, or land use designation, as if this Ordinance had never been adopted.

SECTION 3. Copy to Department of Commerce. Pursuant to RCW 36.70A.106(3), the City Clerk is directed to send a copy of this Ordinance to the State Department of Commerce for its files within ten days after adoption of this Ordinance.

SECTION 4. Effective Date. This Ordinance concerning powers vested solely in the Council, it is not subject to referendum and shall become effective five (5) days after its passage and publication as required by law.

ADOPTED by the City Council and signed by the Mayor at a regular meeting thereof on the _____ day of _____, 2024.

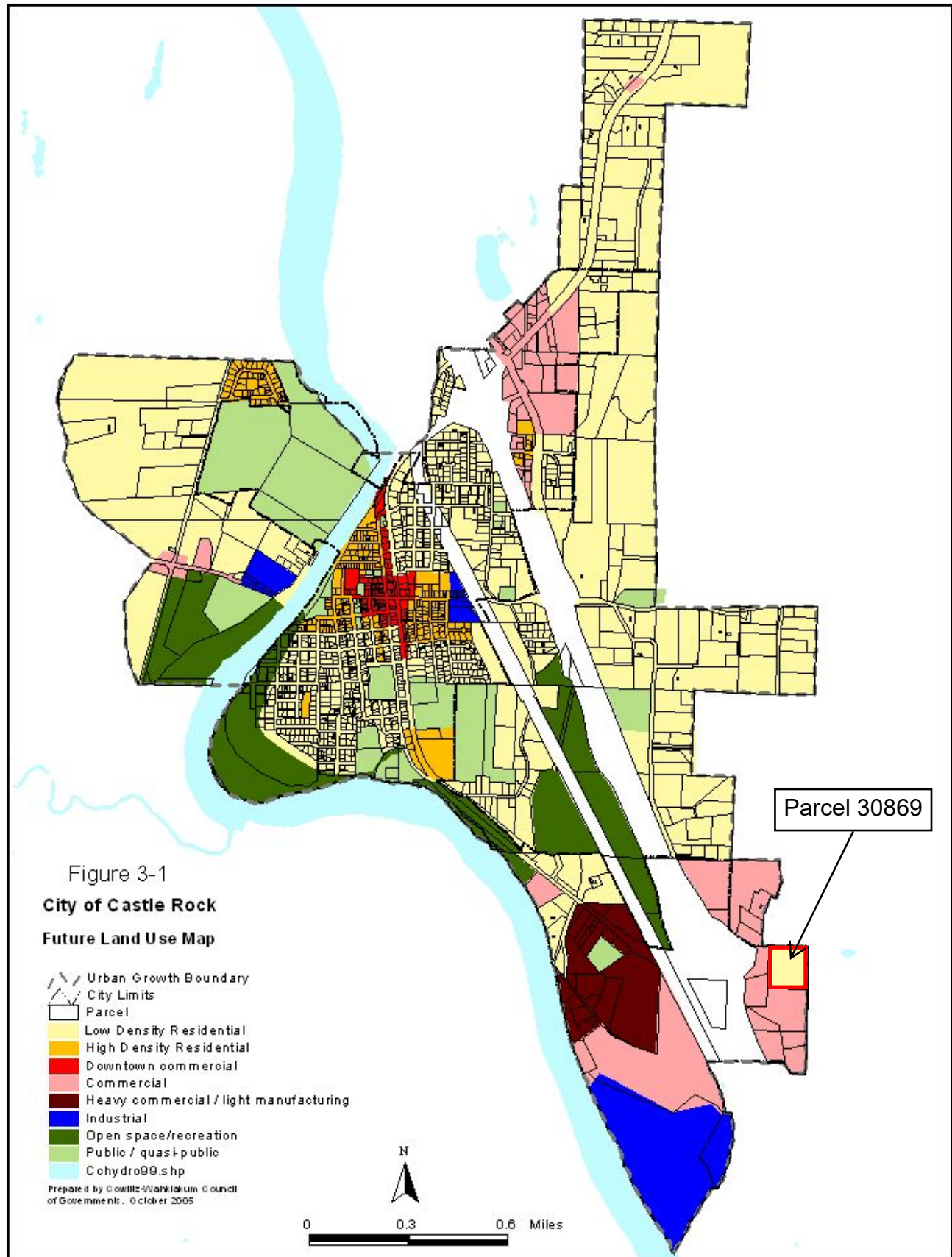
Mayor Paul Helenberg

ATTEST:

APPROVED AS TO FORM:

Carie Cuttonaro, Clerk-Treasurer

Frank Randolph, City Attorney



ORDINANCE NO. 2024-06

AN ORDINANCE OF THE CITY OF CASTLE ROCK AMENDING THE OFFICIAL ZONING MAP BY REZONING 10 ACRES OF LAND FROM HIGHWAY BUSINESS TO LOW DENSITY RESIDENTIAL

WHEREAS, the City of Castle Rock is partially planning under Washington's Growth Management Act pursuant to Chapter 36.70A RCW; and

WHEREAS, the City Council adopted the Castle Rock Official Zoning Map by Ordinance No. 2018-02; and

WHEREAS, the Castle Rock Municipal Code (CRMC) establishes procedures for amending the official zoning map in Chapter 17.72 CRMC; and

WHEREAS, the City received one application initiated by the property owner for a site-specific zoning map amendment to reclassify the zoning on Parcel No. 30869 from Highway Business to Low Density Residential subject to the City Council's approval of a Comprehensive Plan Future Land Use Map amendment; and

WHEREAS, the City Council approved such Comprehensive Plan Future Land Use Map amendment in Ordinance No. 2024-05; and

WHEREAS, the Planning Commission discussed the zoning amendment at the March 19, 2024 regular meeting; and

WHEREAS, after providing notice consistent with CRMC 17.72.030, the Planning Commission held a public hearing on April 16, 2024, to receive public testimony on the proposed zoning map amendment; and

WHEREAS, after the public hearing, the Planning Commission voted to forward a recommendation to the City Council on the zoning map amendment; and

WHEREAS, the City Council received the Planning Commission's recommendations on the proposed zoning map amendment at their April 22, 2024 regular meeting; and

WHEREAS, the City Council finds that the zoning map amendment is in the public interest of the community by designating a residential parcel for residential use; and

WHEREAS, the proposed amendments have been reviewed as required under the State Environmental Policy Act, Chapter 43.21C RCW, and a Determination of Nonsignificance was issued on March 15, 2024, pursuant to WAC 197-11-340(2).

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

SECTION 1. Amend Official Zoning Map. The Official Zoning Map of the City of Castle Rock is hereby amended, changing Parcel No. 30869 from Highway Business to Low Density Residential as shown in Attachment A and the City Planner is hereby authorized and directed to make the necessary changes to the City's zoning map.

SECTION 2. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or

unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance; provided, however, that if any section, sentence, clause, or phrase of this Ordinance, or any change in zoning designation, is held to be invalid by a court of competent jurisdiction then the section, sentence, clause, or phrase, or land use designation, in effect prior to the effective date of this Ordinance shall be in full force and effect for that invalidated section, sentence, clause, or phrase, or zoning designation, as if this Ordinance had never been adopted.

SECTION 3. Copy to Department of Commerce. Pursuant to RCW 36.70A.106(3), the City Clerk is directed to send a copy of this Ordinance to the State Department of Commerce for its files within ten days after adoption of this Ordinance.

SECTION 4. Effective Date. This Ordinance concerning powers vested solely in the Council, it is not subject to referendum and shall become effective five (5) days after its passage and publication as required by law.

ADOPTED by the City Council and signed by the Mayor at a regular meeting thereof on the _____ day of _____, 2024.

Mayor Paul Helenberg

ATTEST:

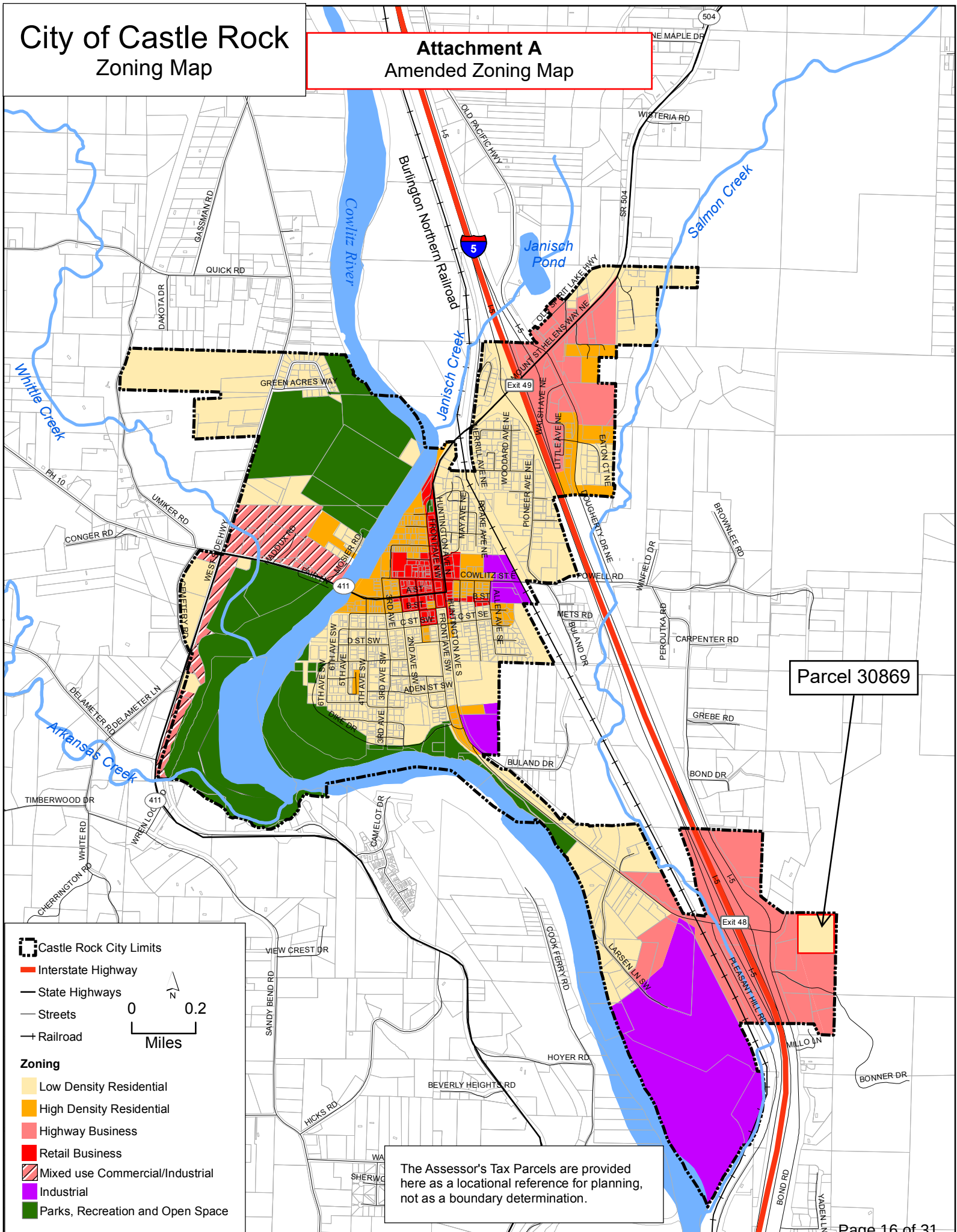
APPROVED AS TO FORM:

Carie Cuttonaro, Clerk-Treasurer

Frank Randolph, City Attorney

City of Castle Rock Zoning Map

Attachment A Amended Zoning Map



Legend

- Castle Rock City Limits
- Interstate Highway
- State Highways
- Streets
- Railroad

Zoning

- Low Density Residential
- High Density Residential
- Highway Business
- Retail Business
- Mixed use Commercial/Industrial
- Industrial
- Parks, Recreation and Open Space

Scale: 0 to 0.2 Miles

The Assessor's Tax Parcels are provided here as a locational reference for planning, not as a boundary determination.

**AGREEMENT BETWEEN
COWLITZ COUNTY
AND
CITY OF CASTLE ROCK**

THIS AGREEMENT is made and entered into by and between COWLITZ COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "County" and CITY OF CASTLE ROCK.

WHEREAS, County is eligible for and receives special excise taxes (lodging tax) which may be used to pay the cost of tourism promotion, defined in RCW 67.28 as activities and expenditures designed to increase tourism, including advertising, publicizing or otherwise distributing information for the purpose of attracting visitors and encouraging tourism expansion; and

WHEREAS, County is authorized to expend the special excise taxes for acquisition, construction or operation of tourism-related facilities as defined in RCW 67.28 to include facilities that support tourism, the performing arts, or the accommodation of tourist activities, or to pay or secure the payment of all or any portion of general obligation bonds or revenue bonds issued for such purposes (these include such items as events, attractions, or activities).

IT IS THE PURPOSE OF THIS AGREEMENT to provide a portion of the County's lodging taxes to CITY OF CASTLE ROCK *to support the operation costs of tourism promotion*, defined in RCW 67.28 as activities and expenditures designed to increase tourism, including advertising, publicizing or otherwise distributing information for the purpose of attracting visitors and encouraging tourism expansion. The purpose of this Agreement is to allow the County to provide partial funding assistance to the CITY OF CASTLE ROCK to support tourism.

NOW, THEREFORE, in consideration of the mutual undertaking and promises contained herein and the benefits to be realized by each party, and in further consideration of the benefit to the general public to be realized by the performance of this Agreement, the parties agree as follows:

A. RESPONSIBILITIES OF CITY OF CASTLE ROCK

In consideration of the agreement of County to distribute to the CITY a portion of its regular and special hotel/motel taxes as described herein for the programs and services described herein, CITY agrees as follows:

1. Tourism Promotion. The CITY will develop, operate, maintain, and administer a Tourism Promotion Program (hereinafter "Program") for the benefit of businesses and citizens of Cowlitz County. The Tourism Promotion Program shall include activities intended to attract visitors for overnight stays, arts, heritage and cultural events, and recreational, professional, and amateur sports events.

All expenses of the Program supported with funds received from Cowlitz County must conform to requirements of RCW 67.28.180 and 67.28.181, as now enacted or hereinafter amended, and shall further be subject to such other restrictions as might be contained in this Agreement.

2. Annual and Periodic Reports. The CITY OF CASTLE ROCK, shall at least annually not later than March each year, provide a written report which should include, among other things:

- a) a summary of the actual expenditures and revenues for the Program for the prior year;
- b) submitting the "Cowlitz County Lodging Tax – Project Report" (as attached); and
- c) such other information as may be requested by the Board of Commissioners.

THEREFORE, IT IS MUTUALLY AGREED THAT:

EFFECTIVE DATE

This Agreement shall be effective upon execution by both parties.

PAYMENT

Pursuant to this Agreement, County shall pay to CITY OF CASTLE ROCK the sum of THIRTY Thousand and no/100 Dollars \$30,000 on or before August 31, 2024. When paid to CITY OF CASTLE ROCK, such funds shall be invested by CITY OF CASTLE ROCK until needed for operational costs. All funds distributed to CITY OF CASTLE ROCK pursuant to this Agreement, including interest accruing on the investment of such funds, shall be restricted solely for payment of costs described in this Agreement.

REPAYMENT GUARANTEES

In the event that federal funds have been disbursed to CITY OF CASTLE ROCK and the funds are not used for the intended purpose, CITY OF CASTLE ROCK hereby guarantees that it will refund to the County all such proceeds disbursed to it, together with accrued interest at the same rate as if the funds had been invested with the Washington State Local Government Investment Pool, provided that CITY OF CASTLE ROCK may deduct such amounts as it shall have expended through the date on which a decision is made that the funds are not needed.

RECAPTURE

In the event federal funds have been disbursed to CITY OF CASTLE ROCK and CITY OF CASTLE ROCK fails to comply with the terms of this Agreement or to comply with applicable state laws, County reserves the right to recapture funds in an amount necessary to compensate County for the noncompliance, in addition to any other remedies available at law or in equity. This paragraph shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part.

DISALLOWED COSTS

Each party is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

ASSIGNMENT

This Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

If to CITY: CITY OF CASTLE ROCK
 P.O. Box 370
 Castle Rock, WA 98611

If to Cowlitz County: Kimberly Bowcutt
 Cowlitz County Tourism Department
 1900 7th Avenue
 Longview, WA 98632

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto.

GOVERNING LAW AND DOCUMENTS

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws, with state venue in Superior Court of Cowlitz County. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. This Agreement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

CONSTRUCTION

This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

INDEPENDENT CAPACITY AND LIABILITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

Each party agrees to be responsible for the liabilities arising out of the employment, conduct or omissions of its own officers, agents and employees. Employees performing duties under the direction and supervision of one party are deemed for the purpose of this Agreement to be considered agents of that party only, and not agents or employees of the other party.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services and work described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

TERMINATION

Either party may terminate this Agreement upon thirty (30) days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**AGENCY: CITY OF CASTLE ROCK, WA
WASHINGTON**

COWLITZ COUNTY,

TOURISM

Dated: _____

Dated: _____

CITY OF CASTLE ROCK

COWLITZ COUNTY TOURISM

Cowlitz County Lodging Tax – Project Report			
Activity Information			
Year		Organization	
Activity Name (Max 255 characters)		Activity Type	
		☐ Marketing	
		☐ Event / Festival	
		☐ Facility	
Start Date		End Date	
Funds Requested	Funds Awarded	Total Activity Cost	
Notes			
Overall Attendance			
Predicted	Actual	Method	
		☐ Indirect Count	
		☐ Direct Count	
Please Explain		☐ Structured Estimate	
		☐ Other	
		☐ Informal Survey	
Attendance, 50+ Miles			
Predicted	Actual	Method	
		☐ Indirect Count	
		☐ Direct Count	
Please Explain		☐ Structured Estimate	
		☐ Other	
		☐ Informal Survey	
Attendance, Out of State, Out of Country			
Predicted	Actual	Method	
		☐ Indirect Count	
		☐ Direct Count	
Please Explain		☐ Structured Estimate	
		☐ Other	
		☐ Informal Survey	

Attendance, Paid for Overnight Lodging		
Predicted	Actual	Method ☐ Indirect Count ☐ Direct Count ☐ Structured Estimate ☐ Other ☐ Informal Survey
Please Explain		
Attendance, Did Not Pay for Overnight Lodging		
Predicted	Actual	Method ☐ Indirect Count ☐ Direct Count ☐ Structured Estimate ☐ Other ☐ Informal Survey
Please Explain		
Paid Lodging Nights		
Predicted	Actual	Method ☐ Indirect Count ☐ Direct Count ☐ Structured Estimate ☐ Other ☐ Informal Survey
Please Explain		

Meredith Long, Esq. (WA)
Skyler Schrader, Esq. (WA, OR)

Joshua Dailey, Esq. (WA, OR)
Jed Riesenber, Esq. (WA)

PROPOSED LETTER OF ENGAGEMENT

1. This letter of engagement dated _____, 2024, confirms that the **City of Castle Rock** has engaged Longview Law Group to act as legal counsel on an “as needed” basis for the City in matters relating to real property rights. The contractual relationship created by this letter of engagement does not have a fixed term or minimum dollar amount. Either party can terminate it at any time.

2. This firm shall be compensated for time and services on an hourly basis. Work will be primarily performed by Attorney Jed Riesenber, who is an associate at the firm. His rate is currently \$215.00 per hour. This rate is set to increase to \$230 per hour in September 2024. From time to time, Attorney Riesenber may need to confer with a more senior attorney at the firm. Rates for those attorneys range from \$295.00 per hour (Joshua Dailey) to \$350.00 per hour (Meredith Long). All time will be billed in six-minute increments (1/10th of an hour), rounded to the nearest tenth and subject to a 2/10th minimum for paralegal and clerical work.

3. The City of Castle Rock will receive periodic invoices or statements identifying charges for legal services. Costs and expenses incurred in connection with cases the firm is handling for the City will be itemized. **Failure to pay invoices within ~~30~~ 45 days is cause for the withdrawal of counsel.**

4. The City’s representation by this firm is strictly limited to the matters identified in this letter of engagement. The scope of representation cannot be modified unless this written letter of engagement is amended and signed by all parties. When a new real estate rights issue arises that the City would like this firm to assist with, the City should contact Attorney Riesenber and discuss the issue with him to ensure that it is within the scope of his practice. From time to time, issues may arise that Attorney Riesenber and this firm are not qualified to handle. In that case, this firm would help the City to connect with an attorney with the appropriate specialty.

CLIENT:

For the City of Castle Rock

Date

ATTORNEY:

Jed Riesenber

Date

**INTERLOCAL AGREEMENT
FOR
LAW ENFORCEMENT RECORDS SERVICES
BY AND BETWEEN
COWLITZ COUNTY
AND
THE CITY OF CASTLE ROCK**

THIS AGREEMENT made and entered into this ____ day of _____, 2024, between **COWLITZ COUNTY**, a political subdivision of the State of Washington, acting by and through the Board of Commissioners, hereinafter referred to as "County", and the **CITY OF CASTLE ROCK** a political subdivision of the State of Washington, acting by and through its Mayor, hereinafter referred to as "City".

WHEREAS, each of the parties to this agreement performs unique and specialized emergency and law enforcement activities within a specific geographical area of Cowlitz County; and

WHEREAS, each law enforcement agency in Cowlitz County is dependent upon Law Enforcement Records services for accurate and timely information; and

WHEREAS, it is the desire of law enforcement agencies within Cowlitz County to have equal access to credible, reliable information pertinent to law enforcement activities in the County in order that each agency may efficiently and effectively provide for the protection of life, liberty and property and promote the safety and well-being of the citizens of Cowlitz County; and

WHEREAS, the parties hereto agree to have the Cowlitz County Sheriff's Office manage the Castle Rock Police Department's records services after business hours and on weekends and legal holidays; and

WHEREAS, the parties hereto have the authority to enter into Interlocal agreements under Chapter 39.34 Revised Code of Washington for joint and cooperative actions, including provisions to finance joint or cooperative undertakings, and to pay for services provided by one government to another.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement, the parties agree as follows:

1. **Services Provided by Cowlitz County Sheriff's Office Records**, The Sheriff's Office agrees to provide the following enumerated services to the City Police Department through its Records Division for hours during which the Police Department office is closed (5:00 PM to 8:00 AM, Monday through Friday, weekends and legal holidays observed by the Castle Rock Police Records Department).

Any work performed for hours during which the City Police Department is open to the public (8:00 AM to 5:00 PM, Monday through Friday) must be pre-arranged and agreed upon with the County's Records Manager, and such work will be billed at the hourly rate set forth in Section 2 below.

PROVIDED THAT, such services shall be limited to the following:

- a) Process Spillman/RMS requests for in progress calls when MDT is unavailable to officer.
- b) Teletype activities.
- c) Enter, clear, locate, modify and cancel stolen property, vehicles, and missing people in WACIC/NCIC.
- d) Enter Emergency No Contact Orders.
- e) Enter Emergency Temporary Felony warrants in WACIC/NCIC.
- f) Locate, clear, enter detainers on warrants in WACIC/NCIC.
- g) Confirm agency warrants and advise 911 Communications Dispatch.
- h) Confirm agency orders.
- i) Run criminal history checks through WACIC/NCIC.
- j) Run Court check to obtain criminal record convictions for bail/charging.
- k) Run stolen check on property.
- l) Refer requestors seeking Castle Rock Police Department records under the Public Records Act to the Castle Rock Police Department.
- m) Ensure Castle Rock Police Department compliance with ACCESS Users agreement for 24-hour coverage (24-hour confirmation rule).

It is understood and agreed that the County shall have no obligation to furnish services not specifically identified in this agreement.

2. Fees for Services/ Payments.

The City of Castle Rock agrees to pay the following fees for "after-hours" service, as described above:

- January 1 - December 31, 2024: \$8,535.01
- January 1 - December 31, 2025: \$8,815.09
- January 1 - December 31, 2026: \$9,183.26

The City of Castle Rock agrees to pay the following hourly rate for hours during which the City Police Department is open to the public, as described above:

- 2024 hourly rate: \$65.08
- 2025 hourly rate: \$67.93
- 2026 hourly rate: \$70.77

The City shall pay such fees directly to the Cowlitz County Sheriff's Office in advance or in quarterly installments at the beginning of each quarter, on or about January 2, April 1, July 1, and October 1, or at such other times as the parties may agree in writing.

- 3. Renewal of Agreement.** This agreement may be renewed on the same terms and conditions as provided herein, EXCEPT that fees for the new term shall be mutually agreed upon by the parties prior to expiration of the initial term of this Agreement.

4. **Effective Date/Termination.** The initial term of this Agreement shall be January 1, 2024, until December 31, 2026. Either party may terminate this agreement by giving the other party sixty (60) days written notice thereof.
5. **Monetary Default.** Failure of a party to make payments, as specified, herein, shall constitute a default under the terms of this Agreement. If the default is not cured within forty-five (45) days after the County notifies the City in writing of such default, the System Administrator shall terminate service to the City. All notifications under this section shall be furnished to the Chief of Police of the City in addition to other notices herein required.
6. **Agreements Affecting Other Governmental Units.** It is acknowledged and understood by the parties that other law enforcement agencies have entered into Agreements containing the same or similar terms as in this Agreement. There shall be no reduction of service to any parties to this Agreement as a result of such similar agreements without the written consent of the parties.
7. **Designation as Agent.** County records staff are hereby designated as agents of the City, for the limited purpose of performing the services under this agreement. County records staff will follow solely the direction of the City in performing the services described herein.
8. **Relationship of the Parties.** An independent contractor-client relationship is created through this Interlocal Agreement. No agent, employee, representative, or subcontractor of one Party shall be deemed an employee, agent, representative or subcontractor of the other Party other than by the express terms of this Agreement.
9. **Indemnification and Hold Harmless Agreement.** The City agrees to indemnify and hold the County and its elective and appointed officers and employees, and all other user agencies, elective and appointed officers and employees, free and harmless from and against all claims, demands and causes of action and any kind and character, including the cost of defense thereof, arising as the result of the sole negligence of the City or its elective or appointed officers, agents and employees. The City further agrees to indemnify and hold the County and its elective and appointive officers and employees, and all other user agencies, their elected or appointed officers and employees, free and harmless from and against any costs, damages, penalties or attorney's fees suffered or incurred as a consequence of the acts of the County with respect to disclosure or withholding of records in accordance with the policies and directives of the City. The County agrees to indemnify and hold the City and its elective and appointive officers, agents and employees free and harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising as the result of the sole negligence of the County or its elective or appointed officers and employees.

For the purposes of this section, (a) "claim" means all claims, lawsuits, causes of action, administrative actions, liabilities, settlements, damages, costs, and attorney's fees, and (b) "County" means Cowlitz County, its boards and commissions, and all past, present,

and future officials, employees, agents or volunteers. This paragraph shall survive the completion, expiration, and/or termination of this agreement.

10. **Entire Agreement/Amendment.** This Agreement is the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties. No prior agreement, correspondence, or portions thereof shall be used to interpret, modify, or explain the terms of the Agreement in the event that a dispute arises with respect to the Agreement.
11. **Supplemental Agreement.** The parties agree to complete and execute all supplemental documents necessary or appropriate to fully implement the terms of this agreement.
12. **Waiver.** No waiver of any breach of any covenant or agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments of performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults that were in existence at the time such payment or payments or performance were accepted by it. The exercise of any remedy provided by law or the provisions of this Agreement shall not exclude other consistent remedies.
13. **Assignment.** Neither party shall assign this Agreement, nor any part hereof, without the written consent of the other party. The Agreement shall inure to the benefit of and be binding upon the parties and their successors and permitted assigns.
14. **Applicable Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Washington, venue for any dispute related to the Agreement shall be Cowlitz County, Washington.
15. **Severability.** If a court of law determines any provision of the Agreement to be unenforceable or invalid, the parties hereto agree that all other portions of this Agreement shall remain valid and enforceable.
16. **No Third-Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and permitted assigns. No other person or entity shall have any right of action or interest in this Agreement based upon any provision of the Agreement.
17. **Notices.** All communications, notices and demands of any kind which either party requires or desires to give to the other party shall be in writing and either served on the following individual(s) or deposited in the U.S. Mail, certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to the City of Castle Rock:

Mayor (or successor)
City of Castle Rock
P.O. Box 370
Castle Rock, WA 98611

Copy to:
City Attorney (or successor)
City of Castle Rock
P.O. Box 370
Castle Rock, WA 98611

Copy to:
Chief of Police
City of Castle Rock
P.O. Box 370
Castle Rock, WA 98611

If to Cowlitz County:

Board of County Commissioners
County Administrative Building, Room 300
207 North 4th Ave.
Kelso, WA 98626

Copy to:
Cowlitz County Sheriff's Office
312 SW 1st Ave., Suite 124
Kelso, WA 98626

Copy To:
Cowlitz County Prosecuting Attorney
312 SW 1st Ave
Kelso, WA 98626

18. Compliance with Laws. Both parties shall comply with all applicable federal, state, and local laws, regulations and rules in performing this agreement.

19. Interlocal Cooperation Act. The performance of the obligations of this agreement shall be in compliance with the provisions of RCW 39.34, the Interlocal Cooperation Act. The parties agree that no separate legal administrative entities are necessary in order to carry out this agreement. For purposes of RCW 39.34.030(4)(a), the Budget/Finance Manager of the Cowlitz County Sheriff's Office shall serve as the administrator responsible for administering the joint and cooperative undertaking among the parties to this agreement. There shall be no "joint board" as that term is used in RCW 39.34.030(4)(a).

BOARD OF COUNTY COMMISSIONERS,
COWLITZ COUNTY, WASHINGTON

Richard Dahl, Chairman

Dennis Weber, Commissioner

Arne Mortensen, Commissioner

Attest:

Kelly Dombrowski, Clerk of the Board

Brad Thurman, Sheriff

CITY OF CASTLE ROCK

Paul Helenberg, Mayor

Attest:

Carie Cuttonaro, Clerk-Treasurer

Approved as to form:

Frank Randolph, City Attorney

2024 After Hours				
City	Population by Jurisdiction	Percentage by Population		Totals
Castle Rock	2,250	2.01%	=	\$8,535.01
Kalama	3,065	2.74%	=	\$11,626.58
Kelso	12,410	11.10%	=	\$47,075.31
Longview	38,530	34.46%	=	\$146,157.26
Woodland	6,440	5.76%	=	\$24,429.09
Cowlitz County	49,105	43.92%		\$186,271.79
	111,800.00	100.0%		\$424,095.03
2024 Average hourly rate	Hrs in a Year	1 FTE	#FTE's	Total
\$65.08	2080	\$ 136,804.85	3.1	\$424,095.03
2025 After Hours				
City	Population by Jurisdiction	Percentage by Population		Totals
Castle Rock	2,250	2.01%	=	\$8,815.09
Kalama	3,065	2.74%	=	\$12,008.10
Kelso	12,410	11.10%	=	\$48,620.09
Longview	38,530	34.46%	=	\$150,953.44
Woodland	6,440	5.76%	=	\$25,230.73
Cowlitz County	49,105	43.92%		\$192,384.34
	111,800.00	100.0%		\$438,011.79
2025 Average hourly rate	Hrs in a Year	1 FTE	#FTE's	Total
\$67.93	2080	\$141,294.13	3.1	\$438,011.79
2026 After Hours				
City	Population by Jurisdiction	Percentage by Population		Totals
Castle Rock	2,250	2.01%	=	\$9,183.26
Kalama	3,065	2.74%	=	\$12,509.64
Kelso	12,410	11.10%	=	\$50,650.76
Longview	38,530	34.46%	=	\$157,258.16
Woodland	6,440	5.76%	=	\$26,284.52
Cowlitz County	49,105	43.92%		\$200,419.47
	111,800.00	100.0%		\$456,305.80
2026 Average hourly rate	Hrs in a Year	1 FTE	#FTE's	Total
\$70.77	2080	\$147,195.42	3.1	\$456,305.80
Updated 5-14-24 kch				

City of Castle Rock

PUBLIC WORKS DEPARTMENT

PO Box 370

Castle Rock, WA 98611

(360) 274-7478



May 22, 2024

Castle Rock City Council

RE: City wide leak survey Request for Proposal (RFP)

Council,

The Public Works Department solicited RFP for performing leak detection throughout the City's water system. We received two proposals. They were from Hydrevo LLC out of Seattle Washington and American Leak Detection out of Palm Desert, California.

After reviewing the proposals and references, staff recommends contracting with Hydrevo LLC.

The estimated cost is based on 12 working days and will include survey of all 23 miles of potable water main and 1,000 service lines at \$12,648.00.

The budgeted amount for this work is \$16,000.

We look forward to your consideration regarding this proposal.

Sincerely,

David Vorse
Public Works Director
City of Castle Rock