



CASTLE ROCK CITY COUNCIL AGENDA

Regular Meeting: Monday, December 9, 2024
7:30 PM

Location

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

AGENDA

To join this meeting from your computer, tablet or smartphone: <https://global.gotomeeting.com/join/201632365>

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1. CALL TO ORDER

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

2. PROCLAMATIONS & PRESENTATIONS

3. CITIZEN COMMENTS - maximum 3 minutes

4. DEPARTMENT REPORTS

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

5. COUNCIL AND AD HOC COMMITTEE REPORTS

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

6. PUBLIC HEARINGS

7. CONSENT AGENDA

- a. Approve the minutes of the November 25, 2024, Regular Council Meeting. (page 3-5)
- b. Approve the November 2024 invoices as described in the Fund Transaction Summary Report in the amount of \$471,611.09. (page 6-7)

8. OLD BUSINESS

9. NEW BUSINESS

- a. Contract for Animal Shelter Services with the Humane Society of Cowlitz County for January 1, 2025 through December 31, 2025 in the amount of \$12,230 plus costs for additional services at an itemized fee, if needed. Additionally, request authority for Police Chief Charlie Worley to sign contract. (page 8-18)

b. Correspondence received from Bronte Martin - Request to approve of assistance to stray cats and kittens in downtown Castle Rock. (page 19-20)

c. Statements of Qualifications for the Six Rivers Regional Trail System (SSRTS) Phase 2 & Citywide Pedestrian Improvements Project have been reviewed and interviews completed. It is the Committee's recommendation to begin negotiating a contract with Gibbs & Olson, Inc.

d. Bid Tab Results & Award - Hibbard Street SW Water Main Project (ARPA Obligation)
Staff Recommendation: Award to the lowest bidder, H.D. Fowler, in the amount of \$36,695.04. (page 21)

e. Bid Tab Results & Award - Powell Rd HDD Waterline Installation (ARPA Obligation)
Gibbs & Olson recommends to award a construction contract in the amount of \$167,245.00 to Rognlin's, Inc. of Aberdeen, Washington. Rognlin's, Inc. was the lowest responsive bidder. (page 22-23)

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT REGULAR COUNCIL MEETINGS:

<u>4Q24</u>	<u>1Q25</u>	<u>2Q25</u>	<u>3Q25</u>
October 14	January 13	April 14	July 14
October 28	January 27	April 28	July 28
Tuesday, November 12	February 10	May 12	August 11
November 25	February 24	Tuesday, May 27	August 25
December 09	March 10	June 09	September 08
December 23	March 24	June 23	September 22

Non-Discrimination Statement: This institution is an equal opportunity provider and employer. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at https://www.ascr.usda.gov/sites/default/files/Complain_combined_6_8_12_508_0.pdf or at any USDA office, or call 866.632.9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to USDA, Office of the Assistant Secretary for Civil Rights, 1400 Independence Ave, SW, Stop 9410, Washington, DC 20250-9410 or email to program.intake@usda.gov or by fax (202) 690-7442.

Title VI: The City of Castle Rock ensures compliance with Title VI of the Civil Rights Act of 1964 and American Disabilities Act of 1990 by prohibiting discrimination against any person on the basis of race, color, national origin, sex or disabilities in the provision of benefits and services from its federal assisted programs and activities. If you need special accommodations to participate in this meeting, please contact Carie Cuttonaro at 360.274.8181 by 9:00 a.m. three days prior to the meeting.

City Council may add and take action on other items not listed on this Agenda.

1. CALL TO ORDER

Mayor Paul Helenberg called the regular meeting of the Castle Rock City Council to order at 7:34 PM.

a. Pledge of Allegiance

Mayor Helenberg led the Pledge of Allegiance.

b. Roll Call

Councilmembers present: Art Lee, John Whalen, and Ellen Rose. Councilmember Lee Kessler was experiencing technical difficulties prior to joining at 7:40.

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

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
Public Works Director Dave Vorse gave a verbal report.
- City Engineer Tom Gower
- Clerk-Treasurer Carie Cuttonaro

1. Expenditure, Revenue, Cash & Investments Reports

Clerk-Treasurer Carie Cuttonaro gave a verbal report.

5. COUNCIL AND AD HOC COMMITTEE REPORTS

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

6. PUBLIC HEARINGS

- a. Purpose: To take testimony on the proposed budget and capital facilities plan for fiscal year ending December 31, 2025, including a proposed 3% increase in all water rates, 3% increase in all

sewer rates, and 4% increase in all stormwater rates. First Public Hearing was held on November 12, 2024 during the Regular Council Meeting.

Mayor Helenberg closed the regular council meeting at 7:41 PM and opened the public hearing at 7:41 PM.

There was no public comment offered.

Mayor Helenberg closed the public hearing at 7:42 PM and reopened the regular council meeting at 7:42 PM.

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, Kessler, Whalen, and Rose voted 'Aye'.

- a. Approve the minutes of the November 12, 2024 Regular Council Meeting.

8. OLD BUSINESS

- a. Ordinance No. 2024-09, an ordinance amending the budgetary appropriations for fiscal year ending December 31, 2024 for the City of Castle Rock, Washington to include the following funds: General (Non-Department), Visitor Center, Library, Dredge Spoils Site, PW Vehicle Replacement, Swimming Pool Construction, Water/Sewer Operating, Stormwater, Stormwater Capital, Municipal Water Capital Improvements, Municipal Sewer Capital Improvements, on second reading.

Councilmember Lee made a motion, seconded by Rose, to approve Ordinance No. 2024-09, on second reading. Motion carried by roll call vote. Councilmembers Lee, Kessler, Whalen, and Rose voted 'Aye'.

- b. Ordinance No. 2024-10, an ordinance amending, in part, City of Castle Rock, Washington, Municipal Ordinance 2023-14, stormwater management services by amending charges for all classifications, on second reading.

Councilmember Lee made a motion, seconded by Whalen, to approve Ordinance No. 2024-10, on second reading. Motion carried by roll call vote. Councilmembers Lee, Kessler, Whalen, and Rose voted 'Aye'.

- c. Ordinance No. 2024-11, an ordinance amending, City of Castle Rock, Municipal Code Chapter 13.16 Retail Water Sales, on second reading.

Councilmember Rose made a motion, seconded by Lee, to approve Ordinance No. 2024-11, on second reading. Motion carried by roll call vote. Councilmembers Lee, Kessler, Whalen, and Rose voted 'Aye'.

- d. Ordinance No. 2024-12, an ordinance adopting the budget of the City of Castle Rock, Washington for the fiscal year ending December 31, 2025, on second reading.

Councilmember Rose made a motion, seconded by Whalen, to approve Ordinance No. 2024-12, on second reading. Motion carried by roll call vote. Councilmembers Lee, Kessler, Whalen, and Rose voted 'Aye'.

- e. Ordinance No. TBD-2024-01, an ordinance adopting the budget of the Castle Rock City Transportation Benefit District, Castle Rock, Washington for the fiscal year ending December 31, 2025, on second reading.

Councilmember Rose made a motion, seconded by Whalen, to approve Ordinance No. TBD-2024-01, on second reading. Motion carried by roll call vote. Councilmembers Lee, Kessler, Whalen, and Rose voted 'Aye'.

9. NEW BUSINESS

a. Special Event Permit #2024-0011; Castle Rock Community Development Alliance (CRCDA) - Festival of Lights; December 14, 2024 between 2:00 PM and 7:00 PM; insurance has been received. Request for street closures include:

- Cowlitz St E and W from the railroad tracks to 3rd Ave SW
- Front Ave NW and SW from A St SW to the Jackson St SW (Jackson remains open)
- 100 Block of 1st Ave SW

Councilmember Lee made a motion, seconded by Rose, to approve SEP #2024-0011. Motion carried by roll call vote. Councilmembers Lee, Kessler, Whalen, and Rose voted 'Aye'.

10. OTHER BUSINESS

11. ADJOURNMENT

There being no further business, Mayor Helenberg adjourned the meeting at 7:49 PM.

Mayor Paul Helenberg

Clerk-Treasurer Carie Cuttonaro

As of this date, 12/09/2024, 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#1110-11/2024	301.63	11/4/2024
Adjustment/EFT	EFT#1111-11/2024	500.00	11/19/2024
Adjustment/EFT	EFT#1112-11/2024	9,072.03	11/25/2024
Claims	Check 55774 - 55776	4,182.20	11/13/2024
Claims	Check 55777 - 55778	36,606.51	11/14/2024
Claims	Check 55779 - 55783	815.01	11/25/2024
Claims	Check 55784 - 55785	56,699.98	11/26/2024
Claims	Check 55786 - 55841	108,285.20	11/26/2024
		<u>216,462.56</u>	

Payroll Expenditures

<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Mid-Month Draw	Nacha # 1498041	24,150.00	11/15/2024
Mid-Month Draw	Taxes	5,250.00	11/15/2024
Mid-Month Draw	Check		
EOM Payroll	Nacha # 1510832	73,271.52	11/27/2024
EOM Payroll	Check 26739 Voided		11/21/2024
EOM Payroll	Check 26751	1,060.70	11/21/2024
EOM Payroll	Check 26752 - 26763	58,455.53	11/27/2024
EOM Payroll	Taxes	32,948.67	11/27/2024
Uniform Allowance	Check		
Uniform Allowance	Taxes		
Accrued - Quarterly Payroll Tax - L&I		5,596.30	
Accrued - Quarterly Payroll Tax - ESD		280.71	
Accrued - Quarterly Payroll Tax - PFML		755.43	
Accrued - Quarterly Payroll Tax - WA CARES		439.06	
		<u>202,207.92</u>	

TBD Expenditures

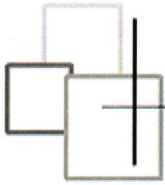
<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Adjustment/EFT	EFT#		
Adjustment/EFT	EFT#		
Claims	Check 2079	52,940.61	11/25/2024
Claims	Check		
		<u>52,940.61</u>	

	<u>Amount</u>	<u>Payment Date</u>
Grand Total Expenditures	471,611.09	11/1/2024 - 11/27/2024
Fund Transaction Summary Report	471,611.09	
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: 2024 - Nov - Dec - City Council

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

Fund Number	Description	Amount
010	General Fund	\$144,688.07
100	Street Fund	\$9,808.84
115	Building Code Account Fund	\$1,110.73
120	Visitor Center Fund	\$1,118.95
130	Library Fund	\$3,799.05
145	Local Criminal Justice Fund	\$270.44
170	DOT Spoil Site Fund	\$1,546.18
400	Water/Sewer Operating Fund	\$173,511.96
410	Regional Water System Fund	\$27,478.14
420	Stormwater Management Fund	\$9,397.30
425	Stormwater Capital Reserve Fund	\$7,717.50
435	Muni Water Capital Improvement	\$18,791.34
470	Muni Sewer Capital Imprv Reserve	\$16,354.52
475	Boat Launch Facility Fund	\$1,092.93
631	Utility Deposit Fund	\$86.88
632	Transportation Benefit District Fund	\$52,940.61
634	State Custodial Pass-Thru Fund	\$1,897.65
	Count: 17	\$471,611.09

CONTRACT FOR ANIMAL SHELTER SERVICES

between

CITY OF CASTLE ROCK

and

HUMANE SOCIETY OF COWLITZ COUNTY

This is a Contract between the City of Castle Rock, ("City"), and the Humane Society for Cowlitz County ("Society"); providing for the Society to operate a shelter to receive and care for animals, as defined by Castle Rock Municipal Code 6.06.010, impounded pursuant to Code 6.06.140. "City Designated Animal Control Agent" shall mean "Animal Control Officer" as defined in 6.06.010 and any designated agent the City may choose during the term of this contract.

It is hereby AGREED by the parties as follows:

A. PURPOSE

The purpose of this Contract is to define the scope of services contracted between the City and the Society; set forth the compensation paid by the City for such services and provide for other requirements of the parties to this Agreement.

B. TERM OF AGREEMENT

This Agreement will be effective on January 1, 2025, and expires on December 31, 2025.

C. FACILITY

1. The Society shall:

- a. operate in full compliance with laws governing animal shelter facilities in the State of Washington, including any regulations promulgated by the Washington Department of Health;
- b. provide enclosures to accommodate stray animals brought to the shelter by the City's designated Animal Control Agent and animals brought in by residents from within the City limits. Exceptions for intake include limitations for healthy stray cats, capacity restraints, and disease outbreak. Facility shall include isolation facilities for quarantined animals, veterinary care facilities and refrigeration and/or freezer space for deceased animal storage.

D. SHELTER OPERATIONS & SERVICES

1. The Society shall:

- a) maintain and follow a clear set of protocols regarding shelter admission and intake procedures, care and welfare of animals, employee conduct and shelter and adoption operations;
- b) establish and maintain convenient public hours of access, including weekend hours;
- c) strive to comply with the standards set forth in the "Guidelines for Standards of Care in Animal Shelters" published by the Association of Shelter Veterinarians.
- d) employ or contract with a licensed veterinarian to monitor the veterinary care and other aspects of shelter operations affecting the health of the animal population of the shelter.
- e) treat animals with care and respect, provided a clean, comfortable, safe and healthy environment with adequate housing, exercise, water and food.

E. ANIMAL INTAKE

1. The Society shall:

- a) accept animals on behalf of the City of Castle Rock that are brought in by the City Designated Animal Control Agent; Animal Control, City of Castle Rock Police Officers, and members of the public who find stray animals within the City of Castle Rock limits;
- b) provide a procedure whereby animals may be delivered to the shelter by the City Designated Animal Control Agent 24 hours per day, 7 days per week.
- c) facilitate an annual training session for all designated animal control agents employed or contracted by the City. The purpose of this training is to comprehensively cover intake procedures, protocols, and Standard Operating Procedures (SOPs) relevant to the shelter's intake operations.

2. Upon intake, animals will be vaccinated for common illness, treated for fleas and worms, and groomed as necessary for the animal's health and comfort. Any impounded animal that is suspected to be a victim of cruelty or neglect will be immediately reported to the City's Designated Animal Control Agent.

3. Animals will be held for the mandated 72-hour stray hold period in accordance with City

of Castle Rock Code 6.06.160. All impound periods shall continue to run during those hours when the shelter is not open for business. The City may request additional holding periods at a rate outlined in Addendum A.

4. Underage puppies may be placed in a foster setting prior to the end of the 72-hour stray hold period.
5. All animals shall have an impound record, indicating the identification tag number, if any, species, breed and description of animal by coloring, time and date of impound, name of agent taking in the animal and full address where the animal was found.
6. During the three-day stray hold period, animals will be provided daily food, water, shelter, and, as appropriate, mental enrichment and daily exercise.
7. Once admitted, veterinary care, including medical stabilization, pain relief, and routine treatment for common illnesses, will be provided by the Society. In the event an animal's condition necessitates emergency veterinary care at an outside clinic, the City will be responsible for covering the costs during the 72-hour stray hold period.
8. Should an animal be suffering from serious injury or disease that would endanger other sheltered animals or cause the animal to endure unnecessary pain and suffering if left untreated, as determined under the guidance of a licensed veterinarian, the animal may be euthanized prior to the expiration of the required 72-hour stray hold period and documented on the animal custody record.
9. Any animal impounded may be redeemed within the 72-hour stray hold period, upon evidence of rightful ownership or custody and payment of redemption fees. These may include the cost of impound, transportation, and any additional veterinary costs incurred.
10. Animals may be denied redemption if placed on investigative hold by City's Designated Animal Control Agent or the Health Department. In these cases, the Society shall act as directed by the City's Designated Animal Control Agent.
11. The Society will provide disposal (cremation) services for animals deceased upon arrival or during the time of sheltering.

F. DISPOSITION OF UNCLAIMED ANIMALS

1. The Society shall make all reasonable attempts to reunite stray animals with their owners, if identified.
2. No live animals shall be used, sold, or donated for experimental purposes.

3. After the three-day stray hold period has expired, the Society shall assume full rights and responsibility for the final disposition of the animal. This may include adoption, transfer to an approved adoption or rescue agency, or humane euthanasia.
4. Euthanasia will be carried out by certified euthanasia technicians under the provisions established by Washington State law.
5. The Society must maintain a current Washington Board of Pharmacy license to purchase and dispense appropriate drugs and must comply with all Federal and State regulations concerning the handling of controlled substances for the purpose of animal euthanasia.

G. ADOPTION, PLACEMENT OR TRANSFER OF ANIMALS

1. Every reasonable effort shall be made to return the animal to its owner prior to release of the animal through adoption or transfer to another animal welfare agency.
2. Animals are to be spayed or neutered and microchipped as a condition of adoption, subject to the animal shelter's discretion.

I. ADMINISTRATION

1. The Society shall:
 - a) collect and safeguard impound fees upon redemption of any stray animal, as established by each jurisdiction. Collection of fees shall be recorded in shelter's data management system;
 - b) post redemption fees at the shelter and on;
 - c) have the authority to allow limited discounts and/or fee waivers, in the event an owner is unable to pay full redemption fees;
 - d) be responsible for collecting all impound fees due upon redemption of a stray animal, in accordance with City of Castle Rock Code 6.06.200;
 - e) have an established protocol for cash handling and record keeping and will issue an itemized receipt for every animal redeemed;
 - f) remit monies due to the City in the form of a credit against monies owed for services provided to the City under the terms of this agreement;
 - g) cooperate with City officials, the City's Designated Animal Control Agent, and/or Cowlitz County Public Health on actions pertaining to animals and quarantine and will assist the City in obtaining and presenting evidence in the civil or criminal

prosecution of violations to City code, regulations or laws, at the additional fee outlined in Addendum A.

- h) meet quarterly with City Designated Animal Control Agent to review and resolve any issues or concerns;
- i) maintain confidentiality related to records and information and use discretion in conversations with the public.

J. CITY'S RESPONSIBILITIES:

1. The City Designated Animal Control Agent will deliver live stray animals to the City Shelter and:
 - a) secure the animal in a designated kennel;
 - b) complete all required information on animal services intake form, including full address, provide any additional information relevant to the animal, and place completed animal services intake form in designated form box;
 - c) inform the Society when an animal is to be held for protective custody, quarantine, or investigative purposes (bite quarantine animals must be secured in the bite quarantine kennel);
 - d) ensure water bowl in kennel is filled if drop-off is after hours;
 - e) assume responsibility for medically needy animals requiring immediate veterinary care after 4:30 pm including payment of care for impounded animals taken by the City to the veterinary clinics by the City Designated Animal Control Agent;
 - f) place a link to the Society's website where each impounded animal will be posted throughout the three-day stray hold period after admission. Such notice shall contain a general description of the impounded animal showing breed, sex, color, and a photo.
2. For all deceased on arrival (DOA) animals, the City Designated Animal Control Agent will:
 - a) take a photo (if a domesticated animal);
 - b) scan animal for a microchip;
 - c) place the animal in a designated DOA bag and label the remains;
 - d) provide detailed information on the animal DOA form provided by the Society and place in appropriate designated DOA form box;

- e) place the DOA bag in cooler, located in bulk storage room.
- 3. The City will follow up on potential animal cruelty cases as referred by either the Society.
- 4. The City will engage in cooperative communication with Society's staff and volunteers on a daily basis.
- 5. The City will provide all available and pertinent information in order to assist in reuniting animals with their owners.
- 6. The City will meet quarterly with the Society to review and resolve any issues or concerns.
- 7. The City will maintain confidentiality related to records and information and use discretion in conversations with the public.

K. INSURANCE

- 1. Minimum Scope of Insurance. The Contractor shall obtain at no cost to the City and maintain said insurance in force for the duration of this agreement, insurance of the types described below:
 - a) Commercial General Liability. The City shall be named by endorsement as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City
 - b) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - c) Professional Liability insurance appropriate to the Professional's profession.
- 2. The Society shall obtain at no cost to the City and maintain said insurance in force for the duration of this agreement, insurance with the following minimum coverage:
 - a) Commercial General Liability insurance with \$1,000,000 per occurrence and \$2,000,000 general aggregate.
 - b) Employer's Liability, \$1,000,000.
 - c) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim.
 - d) The City of Castle Rock shall be named as additional named insureds, and provide that the City is to be notified by the insurance agent/broker or company not less than 30 days in advance of any policy cancellation or termination of coverage. Such insurance shall be subject to the approval of the City Attorney.
 - e) Acceptability of Insurers. Insurance is to be placed with insurers with a current

(at time of placement) A.M. best rating of not less than A: VII.

- f) Verification of Coverage. The Society shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Society before commencement of the work.
3. The Society shall forward copies of all insurance policies or binders to the City within ten (10) days of signing this Agreement.

L. HOLD HARMLESS/INDEMNIFICATION

The Society does release, indemnify and promise to defend and save harmless the City, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the City, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Contract. In making such assurances, the Society specifically agrees to indemnify and hold harmless the City from any and all bodily injury claims brought by employees of the Society, and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the City. Provided, however, this paragraph does not purport to indemnify the City against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the City its elected officials, officers, employees and agents.

M. ACCOUNTABILITY

1. The City shall retain the right to inspect records and to investigate matters involving the care of stray animals impounded from the City jurisdiction.
2. Upon 48 hours' notice, the Society shall make available for City inspection at any reasonable time all records relating to the services provided under this Agreement. All such reports shall remain the property of the City. Those records which are public documents shall be made available to members of the public upon request to the City in accordance with the Public Records Act, RCW Chapter 42.56. City shall transfer any public records request the City receives for records within the Society's control within 48 hours of City's receipt (not including weekends or holidays), and thereafter compliance with the Public Records Act shall be the Society's sole responsibility and the above indemnification shall apply to any claims related thereto.
3. The Society shall maintain its ability to be properly licensed to operate as a business during the life of this contract and provide to the City a copy of its bylaws, articles of

incorporation, applicable business licenses and nonprofit tax-exempt designation. The Society shall inform the City within thirty (30) days of any changes in any of the above.

N. CONSIDERATION

1. For the services provided to the City per this Contract, the City agrees to pay the Society according to the schedule outlined in ADDENDUM A.
2. The Society shall prepare and deliver an invoice by the 15th of each month for services provided to the City on a quarterly basis (months April, July, October and January) and will provide an accounting of all animals impounded, reclaimed, and the associated impound fees collected on the City's behalf. Each invoice will reflect credit for any redemption fees and/or civil penalties collected within the invoice period. The City shall pay the invoices within 30 days of receipt. If payment is not received within 30 days, unpaid balances will be assessed a late fee of 1.5% per month. Service fees will be reviewed and may be revised with each contract extension.

O. TERMINATION

1. This contract may be terminated at will by any party by giving six (6) months written notice of intent to terminate to the City Manager on the part of the City, and to the Executive Director of the Humane Society for Southwest Washington on part of the Society. No cause for such termination need be shown. In addition, this contract may be terminated by any party for material breach of non-performance of contract requirements upon sixty (60) days written notice.
2. In the event of termination of this contract, the termination shall not relieve the City of any obligation for the payment of any amounts due and owing as of the effective date of termination. All payment obligations incurred under this agreement shall survive the termination and continue until fully satisfied. Termination of this agreement shall not extinguish or impair any right or remedy of the non-terminating party with respect to any pre-existing breach or default by the other party.

P. GENERAL PROVISIONS

1. Independent Capacity: The parties intend that an independent contractor relationship between the Society and the City will be created by this Contract. No agent, employee, or representative of the Society shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Society are not entitled to any of the benefits the City provides for City employees. The Society will be solely responsible for its acts and for the acts of its agents, employees, servants, or otherwise during the performance of this Contract.

The Society is responsible for all taxes applicable to this Contract.

2. **Governing Laws and Disputes:** This contract shall be governed by the laws of the State of Washington. Before instituting any legal action hereunder, the parties, through the City Manager (for the City) and the President (for the Society), shall meet with each other an attempt in good faith to resolve the disagreement. The venue for any action hereunder shall be in the Superior City of City of Castle Rock, Washington.
3. **Amendment:** Any Amendment to this contract shall be in writing and approved by the City Manager or designee on the part of the City and by the Society's President or designee on the part of the Society. In the event either party shall desire to renegotiate any provision of this Contract, the party shall provide 90 days' written notice to the other party. The notice shall identify the provision or provisions to be renegotiated, the requested changes, and shall state the reasons for the request. The party receiving the request shall respond in writing on or before the end of the 90-day period.
4. **Waiver:** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or waiver of the provision itself.
5. **Notices:** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, by first-class regular mail, addressed to:

To the City:
Clerk-Treasurer
City of Castle Rock
P.O. Box 370
Castle Rock, WA 98611

To the Society:
Executive Director
Humane Society of Cowlitz County
909 Columbia Blvd
Longview, WA 98632

6. **Severability:** If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
7. **Entire Agreement:** This instrument constitutes the entire Contract between the parties and supersedes all prior agreements.
8. **Ratification:** Acts taken pursuant to this Agreement, but prior to its execution are hereby ratified and affirmed.

DATED this _____ day of _____, 2025

Approved as to form:

City of Castle Rock
A municipal corporation

By: _____
Police Chief, Charlie Worley

Humane Society of Cowlitz County

By: _____
Darren Ullmann, Executive Director

ADDENDUM A

- Accepted animals include dogs, cats, domestic rabbits, small mammals, fowl, goats, pot-bellied pigs, and small reptiles. Large, hooved animals may be accepted by specific, advanced agreement.
- Injured wildlife will be accepted for euthanasia and disposal purposes only. The Society reserves the right to turn away, or accept for transfer to another agency, healthy wildlife.

For the services provided to the City per this Contract, the City agrees to pay the Society a flat fee intended to cover these basic contract services:

- Intake and sheltering for animal control and strays from community
- Medical care, vaccinations, and spay/neuter prior to adoption
- Redemption services for lost/found pets
- Daily cleaning, feeding and care
- Minimum 3–5-day stray hold
- Behavior support and enrichment
- Pathways for each animal, including adoption services, transfer to rescue or euthanasia

YEAR	ANNUAL FEE	PER CAPITA
1/1/2025 – 12/31/2025	\$12,230	\$5.00

Additional services available upon request and provided at an itemized fee rate:

Animals requested to be held beyond 10-day grace period	\$30/day
Expert witness testimony and expert witness case review	\$75/hour
Exam or necropsy with full veterinary report	\$250/animal
Forensic necropsy with medical notes	\$150/animal
Live forensic exam with medical notes	\$50/animal
Large-scale seizures or impounds	Cases with 15 or greater animals will have an additional per-animal fee of \$35.
Evidence collection	Invoiced quarterly as HSCC is charged
Veterinary costs incurred during stray period, above and beyond basic stabilization and routine care	Invoiced quarterly as HSCC is charged

From: Art Lee <alee@ci.castle-rock.wa.us>
Sent: Wednesday, November 27, 2024 6:49 AM
To: Carie Cuttonaro
Subject: Fwd: Request to Approve of Assistance to Stray Cats and Kittens in Downtown Castle Rock

----- Forwarded message -----

From: B. Martin <daughterofpavlov@gmail.com>
Date: Sun, Nov 10, 2024 at 11:12 AM
Subject: Request to Approve of Assistance to Stray Cats and Kittens in Downtown Castle Rock
To: <phelenberg@ci.castle-rock.wa.us>, <alee@ci.castle-rock.wa.us>, <lkessler@ci.castle-rock.wa.us>, <psimonsen@ci.castle-rock.wa.us>, <jwhalen@ci.castle-rock.wa.us>, <erose@ci.castle-rock.wa.us>

Hello respected mayor and city council officials,

I approach you today with a request to aid in the plight of a slew of thirty known stray or home displaced cats and kittens within downtown Castle Rock.

With cold weather already upon us, many individuals in the community are concerned for the welfare of these animals, and the long term impact on the growing population of stray cats in the downtown area.

Let me preface with some statistics, facts and the current epidemic affecting Washington state.

Female kittens can get pregnant and carry a pregnancy to full term when they are as young as 4 months old. If this is left unchecked, a female cat can theoretically bear between 100 and 280 kittens in her lifetime if she is not spayed. The numbers double, triple, and quadruple for each of her daughters, if they are not spayed, and her sons will impregnate surrounding cats and run the risk of breeding with local residents' cats, if they are not altered.

In addition to the rise of unwanted cats within the community, stray cats are carriers of diseases that can be transmitted to vulnerable pets, especially to those who are immunocompromised or unvaccinated. Not to mention the threat to the owner's animals being attacked by strays that are in the search for food or a mate. Excessive numbers of cats also run the risk of causing vehicular accidents, as they will often cross a street without hesitation in their search for food, water, shelter, etc. Cats are crepuscular, by nature, meaning that they hunt and are most active at dawn and dusk. Meaning that these dim times of day will endanger people driving at a greater chance.

Most importantly, I am looking at this from an animal welfarist's worldview. No one wants to see dead and dying cats in the streets, and I cannot just watch them die without trying to help them. These are not vermin that need to be eradicated. They are domestic animals, many people's best friends, and humans are responsible for their welfare and how they can affect the environment.

This is more than just the epidemic of stray cats residing outside of city limits, another case that needs to be remedied, and it is imperative that we nip this population in the bud before it escalates further.

I reached out to people via Facebook yesterday, November, 9th, and have received immense interest and traction to do something about this predicament, many from individuals who live within the city limits. We are trying to start a grassroots effort to gather materials out of our own pockets and will hopefully form a group of people that can attend to the needs of these cats. This would be done by feeding them, providing temporary outdoor housing throughout the city, initial vaccines, and eventually, enact TNR (trap, neuter, release) individuals through a budding non-profit and other non-profits in the surrounding area, and foster and adopt out cats and kittens that can be rehabilitated and be altered and vaccinated at the time of adoption.

Included are links to a plea that I posted this morning on one of many animal related groups on Facebook to see the diversity of people that want to help. Some posts have more interaction than others. It looks like we may even get traction from a forum designed for neighboring Lewis County.

[Facebook Post on Cowlitz County Lost and Found Pets](#)

[Facebook Post on Cowlitz County Rescued Pets](#)

[Facebook Post on Cowlitz County Pets and More](#)

[Facebook Post on Lewis County Animal Rehoming and Resources](#)

I am gathering a list of people who are interested in helping out, and can provide their electronic signatures on an electronic document to signify the immense desire for change and to save lives. Already, we have people donating supplies to make shelters, purchase food, and offer various other supplies for the long term care of these animals.

Let's take affirmative action and show that Castle Rock cares for the animals in their community as much as their people.

I greatly appreciate your time and consideration of this issue, and I look forward to conversing further on how we can make this movement a reality.

Sincerely,

Bronte Martin

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[Art Lee](#)

[Castle Rock City Council Position 1](#)

City of Castle Rock

Bid Opening

Hibbard St SW Water Main Project Materials

November 26, 2024

12:00 PM

Bidder Name	Location (City, State)	Bid amount	Tax & freight included	Responsive Bidder
H.D. Fowler	Tumwater, WA	\$ 36,695.04	Yes	Yes
Ferguson Waterworks	Vancouver, WA	\$ 37,651.25	Yes	Yes
Capital Industrial	Tumwater, WA	\$ 82,818.87	Yes	Yes



December 4, 2024

Mr. David Vorse, Public Works Director
City of Castle Rock
141 A Street, SW
Castle Rock, WA 98611

City of Castle Rock, Washington – Powell Road HDD Waterline Installation – Recommendation
for Construction Contract Award

Dear Mr. Vorse:

On December 3, 2024, at 10:00 AM, eleven (11) bids were opened and publicly read for the above referenced project. The low bid was submitted by Pacific Underground Company of Woodburn, Oregon in the amount of \$119,119.44, including Washington state sales tax. Bids ranged from \$119,119.44 to \$332,655.70. The Engineer's estimate for the project was \$217,418.50. A bidder's tabulation is attached.

Gibbs & Olson reviewed the bids and found that Pacific Underground Company does not have the experience to meet the required Contractor Qualifications which results in Pacific Underground Company's bid being considered non-responsive. The lowest responsive bid was submitted by Rognlin's, Inc. of Aberdeen, Washington in the amount of \$167,245.00 including sales tax. Gibbs & Olson has verified that Rognlin's, Inc. has an active contractor's license, has no summons or complaints against them, meets the required contractor qualifications for the project and will utilize a highly experienced HDD subcontractor.

Gibbs & Olson recommends that the City of Castle Rock award a construction contract in the total amount of \$167,245.00 to Rognlin's, Inc. of Aberdeen, Washington for the Powell Road HDD Waterline Installation project. We also recommend that you consult with the City Attorney to confirm he concurs with award of the contract.

If you have any questions, please contact me at your convenience.

Sincerely,

Thomas E. Gower, P.E.
Project Manager

Attachment: Bid Tabulation
File: 0130.5028

City of Castle Rock
Powell Road HDD Waterline Installation
Bid Opening: December 3, 2024 @ 10 am
Bidder's Tabulation
Gibbs & Olson Project No. 0130.5028



Item No.	Item Description	Quantity	Units	Engineer's Estimate		Pacific Underground		Rognlins		Dewitt Construction		Northfork Excavating		Pacific Federal Const	
				Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	Mobilization	1	LS	\$18,000.00	\$18,000.00	\$18,500.00	\$18,500.00	\$15,500.00	\$15,500.00	\$11,281.00	\$11,281.00	\$15,000.00	\$15,000.00	\$20,650.00	\$20,650.00
2	Temporary Erosion and Sediment Control	1	LS	\$5,000.00	\$5,000.00	\$1,331.00	\$1,331.00	\$2,000.00	\$2,000.00	\$1,900.00	\$1,900.00	\$2,000.00	\$2,000.00	\$4,130.00	\$4,130.00
3	Shoring	1	LS	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$3,435.00	\$3,435.00	\$1.00	\$1.00	\$4,130.00	\$4,130.00
4	Foundation Material	20	TONS	\$100.00	\$2,000.00	\$30.00	\$600.00	\$25.00	\$500.00	\$40.00	\$800.00	\$35.00	\$700.00	\$218.00	\$4,360.00
5	Crushed Surfacing Top Course (CSTC)	30	TONS	\$50.00	\$1,500.00	\$26.00	\$780.00	\$30.00	\$900.00	\$74.50	\$2,235.00	\$28.00	\$840.00	\$223.40	\$6,702.00
6	Bank Run Gravel for Trench Backfill	100	TONS	\$50.00	\$5,000.00	\$26.00	\$2,600.00	\$25.00	\$2,500.00	\$74.50	\$7,450.00	\$32.00	\$3,200.00	\$152.92	\$15,292.00
7	HDPE Pipe for Water Main, 14-inch Dia	200	LF	\$600.00	\$120,000.00	\$285.00	\$57,000.00	\$500.00	\$100,000.00	\$421.00	\$84,200.00	\$640.00	\$128,000.00	\$375.83	\$75,166.00
8	Gate Valve 12-inch	2	EA	\$5,000.00	\$10,000.00	\$6,262.00	\$12,524.00	\$6,000.00	\$12,000.00	\$6,650.00	\$13,300.00	\$5,250.00	\$10,500.00	\$8,271.50	\$16,543.00
9	Combination Air and Vacuum Relief Valve	1	EA	\$10,000.00	\$10,000.00	\$6,495.00	\$6,495.00	\$8,600.00	\$8,600.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$3,068.00	\$3,068.00
10	HDPE Pipe for Electrical Conduit, 2-inch Dia	200	LF	\$50.00	\$10,000.00	\$3.00	\$600.00	\$10.00	\$2,000.00	\$69.50	\$13,900.00	\$1.00	\$200.00	\$160.36	\$32,072.00
11	Electrical Pull Boxes	2	EA	\$5,000.00	\$10,000.00	\$4,484.00	\$8,968.00	\$4,000.00	\$8,000.00	\$4,930.00	\$9,860.00	\$4,750.00	\$9,500.00	\$5,144.80	\$10,289.60
Subtotal				\$201,500.00		\$110,398.00		\$155,000.00		\$157,361.00		\$178,941.00		\$192,402.60	
Sales Tax @ 7.9%				\$15,918.50		\$8,721.44		\$12,245.00		\$12,431.52		\$14,136.34		\$15,199.81	
TOTAL				\$217,418.50		\$119,119.44	**	\$167,245.00		\$169,792.52		\$193,077.34		\$207,602.41	

** Nonresponsive

Item No.	Item Description	Quantity	Units	KR Homes		Waymaker Developments		Western United Civil Grp		Midway		Northwest Cascade		Slateco	
				Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	Mobilization	1	LS	\$22,000.00	\$22,000.00	\$29,000.00	\$29,000.00	\$24,000.00	\$24,000.00	\$23,400.00	\$23,400.00	\$61,450.00	\$61,450.00	\$55,000.00	\$55,000.00
2	Temporary Erosion and Sediment Control	1	LS	\$14,000.00	\$14,000.00	\$900.00	\$900.00	\$9,000.00	\$9,000.00	\$6,400.00	\$6,400.00	\$9,500.00	\$9,500.00	\$14,000.00	\$14,000.00
3	Shoring	1	LS	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$2,900.00	\$2,900.00	\$9,215.00	\$9,215.00	\$6,800.00	\$6,800.00
4	Foundation Material	20	TONS	\$42.00	\$840.00	\$75.00	\$1,500.00	\$95.00	\$1,900.00	\$56.00	\$1,120.00	\$122.00	\$2,440.00	\$250.00	\$5,000.00
5	Crushed Surfacing Top Course (CSTC)	30	TONS	\$42.00	\$1,260.00	\$83.33	\$2,499.90	\$45.00	\$1,350.00	\$177.00	\$5,310.00	\$130.00	\$3,900.00	\$250.00	\$7,500.00
6	Bank Run Gravel for Trench Backfill	100	TONS	\$42.00	\$4,200.00	\$70.00	\$7,000.00	\$70.00	\$7,000.00	\$67.00	\$6,700.00	\$82.00	\$8,200.00	\$180.00	\$18,000.00
7	HDPE Pipe for Water Main, 14-inch Dia	200	LF	\$450.00	\$90,000.00	\$700.00	\$140,000.00	\$680.00	\$136,000.00	\$708.00	\$141,600.00	\$500.00	\$100,000.00	\$480.00	\$96,000.00
8	Gate Valve 12-inch	2	EA	\$17,500.00	\$35,000.00	\$7,900.00	\$15,800.00	\$9,000.00	\$18,000.00	\$7,000.00	\$14,000.00	\$12,000.00	\$24,000.00	\$6,000.00	\$12,000.00
9	Combination Air and Vacuum Relief Valve	1	EA	\$8,000.00	\$8,000.00	\$8,200.00	\$8,200.00	\$10,000.00	\$10,000.00	\$7,700.00	\$7,700.00	\$8,485.00	\$8,485.00	\$12,000.00	\$12,000.00
10	HDPE Pipe for Electrical Conduit, 2-inch Dia	200	LF	\$25.00	\$5,000.00	\$15.05	\$3,010.00	\$2.50	\$500.00	\$72.00	\$14,400.00	\$266.00	\$53,200.00	\$160.00	\$32,000.00
11	Electrical Pull Boxes	2	EA	\$3,000.00	\$6,000.00	\$4,000.00	\$8,000.00	\$6,000.00	\$12,000.00	\$5,150.00	\$10,300.00	\$2,700.00	\$5,400.00	\$25,000.00	\$50,000.00
Subtotal				\$194,300.00		\$220,909.90		\$227,250.00		\$233,830.00		\$285,790.00		\$308,300.00	
Sales Tax @ 7.9%				\$15,349.70		\$17,451.88		\$17,952.75		\$18,472.57		\$22,577.41		\$24,355.70	
TOTAL				\$209,649.70	++	\$238,361.78		\$245,202.75		\$252,302.57		\$308,367.41		\$332,655.70	

++ Mathematical correction in bid amount