



CASTLE ROCK CITY COUNCIL AGENDA

Regular Meeting: Tuesday, May 27, 2025
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 Nikki Thompson
 - Police Chief Charlie Worley
 - Public Works Director Dave Vorse / Senior Operator Tyler Stone
 - City Engineer Tom Gower
 - Clerk-Treasurer Carie Cuttonaro
- 1. Expenditure, Revenue, Cash & Investments Reports (page 3-6)
 - 2. WA State Auditor's Office Annual Report – City
 - 3. WA State Auditor's Office Annual Report – TBD

5. COUNCIL AND AD HOC COMMITTEE REPORTS

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

6. PUBLIC HEARINGS

7. CONSENT AGENDA

- a. May 12, 2025 Regular Council Meeting Minutes (page 7-9)

8. OLD BUSINESS

9. NEW BUSINESS

- a. Castle Rock Boy Scout Troop #313 has advised the City of their intent to sell fireworks in 2025, per CRMC 5.32(c). Completed permit application including insurance, fee and landowner permission has been received. (page 10-14)
- b. TIB Consultant Supplement Agreement with Gibbs & Olson, Inc. for the "2025 ADA Improvements" project to provide preparation of easements in the amount of \$2,600, increasing the original agreement of \$61,864 to \$64,464. (page 15-29)
- c. TIB Bid Authorization for the "2025 ADA Improvements - Multiple Locations" project's estimated costs including design and construction in the amount of \$563,909, of which TIB would provide 95% or \$535,713, and the City would provide 5% or \$28,196. (page 30-32)

d. Castle Rock Eagles has advised the City of their intent to sell fireworks in 2025, per CRMC 5.32 (c). Completed permit application including insurance, fee and landowner permission has been received. (page 33-37)

e. Bid Tab Results & Award - Carpenter Package Booster Pump Station Skid (page 38)

f. Ordinance No. 2025-08, an ordinance repealing Castle Rock Municipal Code (CRMC) Section 6.10.030 "Classes of Civil Infractions - Monetary Penalties - Restitution" and repealing and replacing Chapter 1.16 "General Penalty" of the Municipal Code of the City of Castle Rock, Washington. (page 39-42)

g. Ordinance No. 2025-09, an ordinance repealing Castle Rock Municipal Code (CRMC) Section 9.06.030 "Acts Declared to be Unnecessary Noise" and adding a new Chapter 8.06 "Noise Control" to Title 8 "Health and Safety" of the Municipal Code of the City of Castle Rock, Washington. (page 43-51)

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT REGULAR COUNCIL MEETINGS:

<u>2Q25</u>	<u>3Q25</u>	<u>4Q25</u>	<u>1Q26</u>
April 14	July 14	October 13	January 12
April 28	July 28	October 27	January 26
May 12	August 11	November 10	February 09
Tuesday, May 27	August 25	November 24	February 23
June 09	September 08	December 08	March 09
June 23	September 22	December 22	March 23

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

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

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

2025 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	7,310.07	5,959.47	6,670.09	5,012.29	24,951.92	87,158.00	62,206.08	28.63%
	Municipal	010 0 020	9,012.76	4,444.58	9,591.98	7,850.03	30,899.35	95,510.00	64,610.65	32.35%
	Financial	010 0 030	20,019.85	11,837.31	12,018.13	12,353.85	56,229.14	165,355.00	109,125.86	34.01%
	Law Enforcement	010 0 040	212,753.20	75,339.50	110,745.90	105,260.17	504,098.77	1,335,759.00	831,660.23	37.74%
	Parks	010 0 060	4,223.17	449.58	125.84	478.20	5,276.79	23,863.00	18,586.21	22.11%
	Building/Planning	010 0 070	15,841.22	11,569.55	32,109.44	22,298.18	81,818.39	150,030.00	68,211.61	54.53%
	Non-Departmental	010 0 099	35,248.67	13,216.31	234,363.18	5,898.74	288,726.90	480,423.00	191,696.10	60.10%
General Total		010	304,408.94	122,816.30	405,624.56	159,151.46	992,001.26	2,338,098.00	1,346,096.74	42.43%
Streets		100	17,328.39	21,781.84	33,492.81	10,201.42	82,804.46	326,053.00	243,248.54	25.40%
Building Code		115	2,476.37	2,000.91	3,841.89	2,015.73	10,334.90	48,590.00	38,255.10	21.27%
Visitor Center		120	2,365.12	634.41	597.81	2,255.57	5,852.91	20,689.00	14,836.09	28.29%
Library		130	8,057.56	1,288.47	650.75	366.13	10,362.91	17,090.00	6,727.09	60.64%
Criminal Justice		140	-	-	-	142.50	142.50	1,667.00	1,524.50	8.55%
Local Criminal Justice		145	5,486.00	13,430.45	119.19	7,046.20	26,081.84	76,300.00	50,218.16	34.18%
Accumulative Reserve		150	-	-	-	-	-	-	-	0.00%
CDBG Grant/Home Rehab Proj		160	-	-	-	-	-	1,000.00	1,000.00	0.00%
DOT Spoils Site		170	7,294.75	10,086.39	2,699.92	5,001.99	25,083.05	126,645.00	101,561.95	19.81%
Public Works Vehicle Replacement		180	-	-	-	-	-	45,000.00	45,000.00	0.00%
Police Vehicle Replacement		185	-	-	-	-	-	-	-	0.00%
Drug Enforcement		190	-	-	-	-	-	-	-	0.00%
Low Income Housing		195	-	-	-	-	-	-	-	0.00%
Swimming Pool Construction		300	-	-	-	-	-	-	-	0.00%
REET Construction		310	-	-	-	-	-	93,600.00	93,600.00	0.00%
Street Construction		320	-	7,599.80	18,559.20	6,186.40	32,345.40	3,790,464.00	3,758,118.60	0.85%
Water/Sewer Operating		400	217,698.48	154,624.16	301,639.27	179,072.20	853,034.11	2,235,472.00	1,382,437.89	38.16%
Regional Water System		410	72,160.83	32,044.14	87,595.36	44,048.65	235,848.98	710,186.00	474,337.02	33.21%
Stormwater Management		420	17,636.77	13,376.07	19,170.94	12,678.66	62,862.44	197,139.00	134,276.56	31.89%
Stormwater Capital		425	-	-	-	-	-	256,500.00	256,500.00	0.00%
Regional Water Capital		430	18.38	525.00	-	18.38	561.76	135,225.00	134,663.24	0.42%
Muni Water Capital Improvement		435	55,802.02	105,429.10	203,230.80	10,705.45	375,167.37	1,618,200.00	1,243,032.63	23.18%
Water Bond Reserve		440	-	-	-	-	-	-	-	0.00%
Sewer Bond Reserve		450	-	-	-	-	-	-	-	0.00%
Sewer Loan Reserve Fund		460	-	-	-	-	-	-	-	0.00%
Short Lived Asset Reserve Fund		463	-	-	-	-	-	-	-	0.00%
Emerg Repair/Replace Res Fund		465	-	-	-	-	-	-	-	0.00%
Muni Sewer Cap Impr Reserve		470	-	-	1,404.08	8,884.18	10,288.26	118,100.00	107,811.74	8.71%
Boat Launch Facility		475	4,817.52	7,225.03	4,079.49	10,824.94	26,946.98	46,389.00	19,442.02	58.09%
Utility Deposit		631	320.00	283.76	411.60	280.00	1,295.36	12,000.00	10,704.64	10.79%
Transportation Benefit District		632	4,837.00	32,000.00	-	-	36,837.00	279,147.00	242,310.00	13.20%
TBD Capital Project		633	-	-	-	-	-	-	-	0.00%
State Custodial Pass-Thru Fund		634	903.07	833.20	1,184.31	819.32	3,739.90	24,980.00	21,240.10	14.97%
Totals			721,611.20	525,979.03	1,084,301.98	459,699.18	2,791,591.39	12,518,534.00	9,726,942.61	22.30%

2025 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	159,050.72	123,861.34	189,789.03	140,906.61	613,607.70	2,128,098.00	1,514,490.30	28.83%
Streets	100	3,438.32	3,141.66	127,324.54	2,508.71	136,413.23	314,860.00	178,446.77	43.33%
Building Code	115	4,352.49	301.48	1,306.54	7,844.30	13,804.81	55,000.00	41,195.19	25.10%
Visitor Center	120	1,598.87	835.27	825.44	765.53	4,025.11	17,000.00	12,974.89	23.68%
Library	130	693.75	380.36	508.42	215.99	1,798.52	2,450.00	651.48	73.41%
Criminal Justice	140	1,201.30	109.30	117.87	1,209.16	2,637.63	4,451.00	1,813.37	59.26%
Local Criminal Justice	145	5,307.37	6,315.24	5,078.24	4,700.57	21,401.42	58,000.00	36,598.58	36.90%
Accumulative Reserve	150	51.56	49.90	56.38	55.51	213.35	-	(213.35)	0.00%
CDBG Grant/Home Rehab Proj	160	532.85	520.38	561.19	555.10	2,169.52	-	(2,169.52)	0.00%
DOT Spoils Site	170	180.13	356.54	10,079.44	9,395.57	20,011.68	93,000.00	72,988.32	21.52%
Public Works Vehicle Replacement	180	-	-	45,115.32	113.55	45,228.87	45,000.00	(228.87)	100.51%
Police Vehicle Replacement	185	78.58	76.03	10,107.63	105.98	10,368.22	10,000.00	(368.22)	103.68%
Drug Enforcement	190	7.37	7.13	7.69	7.57	29.76	200.00	170.24	14.88%
Low Income Housing	195	169.43	3,166.33	304.94	184.19	3,824.89	3,000.00	(824.89)	127.50%
Swimming Pool Construction	300	424.81	413.46	448.44	441.55	1,728.26	-	(1,728.26)	0.00%
REET Capital Fund	310	2,619.38	228.11	233.19	996.86	4,077.54	30,000.00	25,922.46	13.59%
Street Construction	320	-	4.75	30,000.00	4,251.79	34,256.54	3,790,464.00	3,756,207.46	0.90%
Water/Sewer Operating	400	163,565.54	179,772.88	168,735.44	160,303.46	672,377.32	2,141,669.00	1,469,291.68	31.40%
Regional Water System	410	30,267.45	88,046.32	62,667.98	60,651.43	241,633.18	710,186.00	468,552.82	34.02%
Stormwater Management	420	13,576.23	13,915.37	14,248.10	15,426.97	57,166.67	174,900.00	117,733.33	32.69%
Stormwater Capital	425	61.39	26.14	105.06	103.45	296.04	238,500.00	238,203.96	0.12%
Regional Water Capital	430	3,326.58	327.92	39,726.00	446.61	43,827.11	43,225.00	(602.11)	101.39%
Muni Water Capital Improvement	435	2,828.78	2,350.03	92,119.59	3,015.19	100,313.59	107,500.00	7,186.41	93.31%
Water Bond Reserve	440	540.22	527.50	568.88	562.67	2,199.27	-	(2,199.27)	0.00%
Sewer Bond Reserve	450	837.34	817.40	884.07	870.49	3,409.30	-	(3,409.30)	0.00%
Sewer Loan Reserve Fund	460	51.56	49.90	53.81	52.99	208.26	-	(208.26)	0.00%
Short Lived Asset Reserve Fund	463	122.77	118.81	130.69	128.68	500.95	-	(500.95)	0.00%
Muni Sewer Cap Impr Reserve	470	248.00	216.23	50,361.31	2,353.24	53,178.78	52,500.00	(678.78)	101.29%
Boat Launch Facility	475	850.68	402.92	1,039.31	1,305.60	3,598.51	11,600.00	8,001.49	31.02%
Utility Deposit	631	446.27	761.97	827.81	774.47	2,810.52	12,000.00	9,189.48	23.42%
Transportation Benefit District	632	13,288.45	15,391.54	15,072.24	11,971.09	55,723.32	150,285.00	94,561.68	37.08%
State Custodial Pass-Through Fund	634	606.07	893.20	1,238.31	853.32	3,590.90	24,980.00	21,389.10	14.38%
Totals		410,324.26	443,385.41	869,642.90	433,078.20	2,156,430.77	10,218,868.00	8,062,437.23	21.10%

2025 Expense/Revenue Comparison

Expenses					Revenue								
Fund	#	Actuals	Budget	% Expended	Actuals	Budget	% Received	Budget Revenue Less	% of Budget	Actual Revenue Less	% of Actual	Revenue	Expended
								Actual Expenses	Expended	Actual Expenses	Expended		
General Total	010	992,001.26	2,338,098.00	42.43%	613,607.70	2,128,098.00	28.83%	1,136,096.74	46.61%	(378,393.56)		161.67%	
Streets	100	82,804.46	326,053.00	25.40%	136,413.23	314,860.00	43.33%	232,055.54	26.30%	53,608.77		60.70%	
Building Code	115	10,334.90	48,590.00	21.27%	13,804.81	55,000.00	25.10%	44,665.10	18.79%	3,469.91		74.86%	
Visitor Center	120	5,852.91	20,689.00	28.29%	4,025.11	17,000.00	23.68%	11,147.09	34.43%	(1,827.80)		145.41%	
Library	130	10,362.91	17,090.00	60.64%	1,798.52	2,450.00	73.41%	(7,912.91)	422.98%	(8,564.39)		576.19%	
Criminal Justice	140	142.50	1,667.00	8.55%	2,637.63	4,451.00	59.26%	4,308.50	3.20%	2,495.13		5.40%	
Local Criminal Justice	145	26,081.84	76,300.00	34.18%	21,401.42	58,000.00	36.90%	31,918.16	44.97%	(4,680.42)		121.87%	
Accumulative Reserve	150	-	-		213.35	-		-		213.35		0.00%	
CDBG Grant/Home Rehab Proj	160	-	1,000.00	0.00%	2,169.52	-		-		2,169.52		0.00%	
DOT Spoils Site	170	25,083.05	126,645.00	19.81%	20,011.68	93,000.00	21.52%	67,916.95	26.97%	(5,071.37)		125.34%	
Public Works Vehicle Replacement	180	-	45,000.00	0.00%	45,228.87	45,000.00	100.51%	45,000.00	0.00%	45,228.87		0.00%	
Police Vehicle Replacement	185	-	-		10,368.22	10,000.00	103.68%	10,000.00	0.00%	10,368.22		0.00%	
Drug Enforcement	190	-	-		29.76	200.00	14.88%	200.00	0.00%	29.76		0.00%	
Low Income Housing	195	-	-		3,824.89	3,000.00	127.50%	3,000.00	0.00%	3,824.89		0.00%	
Swimming Pool Construction	300	-	-		1,728.26	-		-		1,728.26		0.00%	
REET Construction	310	-	93,600.00	0.00%	4,077.54	30,000.00	13.59%	30,000.00	0.00%	4,077.54		0.00%	
Street Construction	320	32,345.40	3,790,464.00	0.85%	34,256.54	3,790,464.00	0.90%	3,758,118.60	0.85%	1,911.14		94.42%	
Water/Sewer Operating	400	853,034.11	2,235,472.00	38.16%	672,377.32	2,141,669.00	31.40%	1,288,634.89	39.83%	(180,656.79)		126.87%	
Regional Water System	410	235,848.98	710,186.00	33.21%	241,633.18	710,186.00	34.02%	474,337.02	33.21%	5,784.20		97.61%	
Stormwater Management	420	62,862.44	197,139.00	31.89%	57,166.67	174,900.00	32.69%	112,037.56	35.94%	(5,695.77)		109.96%	
Stormwater Capital	425	-	256,500.00	0.00%	296.04	238,500.00	0.12%	238,500.00	0.00%	296.04		0.00%	
Regional Water Capital	430	561.76	135,225.00	0.42%	43,827.11	43,225.00	101.39%	42,663.24	1.30%	43,265.35		1.28%	
Muni Water Capital Improvement	435	375,167.37	1,618,200.00	23.18%	100,313.59	107,500.00	93.31%	(267,667.37)	348.99%	(274,853.78)		373.99%	
Water Bond Reserve	440	-	-		2,199.27	-		-		2,199.27		0.00%	
Sewer Bond Reserve	450	-	-		3,409.30	-		-		3,409.30		0.00%	
Sewer Loan Reserve Fund	460	-	-		208.26	-		-		208.26		0.00%	
Short Lived Asset Reserve Fund	463	-	-		500.95	-		-		500.95		0.00%	
Muni Sewer Cap Impr Reserve	470	10,288.26	118,100.00	8.71%	53,178.78	52,500.00	101.29%	42,211.74	19.60%	42,890.52		19.35%	
Boat Launch Facility	475	26,946.98	46,389.00	58.09%	3,598.51	11,600.00	31.02%	(15,346.98)	232.30%	(23,348.47)		748.84%	
Utility Deposit	631	1,295.36	12,000.00	10.79%	2,810.52	12,000.00	23.42%	10,704.64	10.79%	1,515.16		46.09%	
Transportation Benefit District	632	36,837.00	279,147.00	13.20%	55,723.32	150,285.00	37.08%	113,448.00	24.51%	18,886.32		66.11%	
State Custodial Pass-Thru Fund	634	3,739.90	24,980.00	14.97%	3,590.90	24,980.00	14.38%	21,240.10	14.97%	(149.00)		104.15%	
		2,791,591.39	12,518,534.00	22.30%	2,156,430.77	10,218,868.00	21.10%	7,427,276.61	27.32%	(635,160.62)		129.45%	
Balance Check s/b -0-		2,791,591.39	12,518,534.00		2,156,430.77	10,218,868.00		7,427,276.61		(635,160.62)			
0		-	-		-	-		-		(0.00)			

Cash and Investment Activity

Period: 2025 - Apr
Period Totals

Fund	Cash Balance				Investments					Total Ending Balance
	Beginning	Activity In	Out	Ending	Beginning	Acquired	Activity Interest	Liquidated	Ending	
010 General Fund	\$211,459.52	\$159,427.18	\$159,151.46	\$211,735.24	\$413,182.04	\$0.00	\$1,574.47	\$20,095.04	\$394,661.47	\$606,396.71
011 Petty Cash/Change Fund	\$760.00	\$0.00	\$0.00	\$760.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$760.00
100 Street Fund	\$12,656.91	\$19,032.51	\$10,201.42	\$21,488.00	\$66,489.13	\$0.00	\$199.33	\$16,723.13	\$49,965.33	\$71,453.33
115 Building Code Account Fund	\$25,924.72	\$13,788.33	\$2,015.73	\$37,697.32	\$59,704.50	\$0.00	\$214.47	\$6,158.50	\$53,760.47	\$91,457.79
120 Visitor Center Fund	\$6,151.05	\$1,547.20	\$2,255.57	\$5,442.68	\$11,533.56	\$0.00	\$42.89	\$824.56	\$10,751.89	\$16,194.57
130 Library Fund	\$2,512.25	\$491.22	\$366.13	\$2,637.34	\$4,070.37	\$0.00	\$15.14	\$290.37	\$3,795.14	\$6,432.48
140 Criminal Justice Fund	\$15,388.50	\$3,323.97	\$142.50	\$18,569.97	\$31,208.87	\$0.00	\$116.06	\$2,230.87	\$29,094.06	\$47,664.03
145 Local Criminal Justice Fund	\$52,454.52	\$8,207.66	\$7,046.20	\$53,615.98	\$98,377.57	\$0.00	\$378.48	\$3,885.57	\$94,870.48	\$148,486.46
150 Accumulative Reserve Fund	\$7,170.47	\$1,067.38	\$0.00	\$8,237.85	\$14,926.38	\$0.00	\$55.51	\$1,067.38	\$13,914.51	\$22,152.36
160 CDBG Grant/Home Rehab Project	\$71,890.82	\$9,994.19	\$0.00	\$81,885.01	\$148,583.19	\$0.00	\$555.10	\$9,994.19	\$139,144.10	\$221,029.11
170 DOT Spoil Site Fund	\$7,824.26	\$12,718.36	\$5,001.99	\$15,540.63	\$21,032.44	\$0.00	\$70.65	\$3,393.44	\$17,709.65	\$33,250.28
180 Public Works Vehicle Replacement	\$15,430.53	\$2,183.32	\$0.00	\$17,613.85	\$30,531.32	\$0.00	\$113.55	\$2,183.32	\$28,461.55	\$46,075.40
185 Police Vehicle Replacement Fund	\$14,156.74	\$2,037.63	\$0.00	\$16,194.37	\$28,495.63	\$0.00	\$105.98	\$2,037.63	\$26,563.98	\$42,758.35
190 Drug Enforcement Fund	\$1,394.20	\$145.69	\$0.00	\$1,539.89	\$2,035.69	\$0.00	\$7.57	\$145.69	\$1,897.57	\$3,437.46
195 Low Income Housing Fund	(\$6,862.05)	\$34,750.94	\$0.00	\$27,888.89	\$80,736.94	\$0.00	\$184.19	\$34,750.94	\$46,170.19	\$74,059.08
300 Swimming Pool Const Fund, 1987	\$56,932.60	\$8,490.44	\$0.00	\$65,423.04	\$118,731.44	\$0.00	\$441.55	\$8,490.44	\$110,682.55	\$176,105.59
310 REET Capital Fund	\$29,797.48	\$5,182.44	\$0.00	\$34,979.92	\$61,740.19	\$0.00	\$229.61	\$4,415.19	\$57,554.61	\$92,534.53
320 Street Construction Capital Fund	\$5,908.90	\$4,239.18	\$9,336.40	\$811.68	\$0.00	\$3,150.00	\$12.61	\$0.00	\$3,162.61	\$3,974.29
400 Water/Sewer Operating Fund	\$220,741.30	\$259,249.55	\$179,072.20	\$300,918.65	\$647,932.21	\$0.00	\$2,190.12	\$101,136.21	\$548,986.12	\$849,904.77
410 Regional Water System Fund	\$226,436.13	\$73,629.98	\$44,048.65	\$256,017.46	\$424,718.14	\$0.00	\$1,642.59	\$14,621.14	\$411,739.59	\$667,757.05
420 Stormwater Management Fund	\$8,069.01	\$16,438.84	\$12,678.66	\$11,829.19	\$14,926.38	\$0.00	\$55.51	\$1,067.38	\$13,914.51	\$25,743.70
425 Stormwater Capital Reserve Fund	\$13,398.91	\$1,989.06	\$0.00	\$15,387.97	\$27,817.06	\$0.00	\$103.45	\$1,989.06	\$25,931.45	\$41,319.42
430 Regional Water Capital Improvement	\$58,516.46	\$7,908.00	\$18.38	\$66,406.08	\$119,409.00	\$0.00	\$446.61	\$7,908.00	\$111,947.61	\$178,353.69
435 Muni Water Capital Improvement	\$250,261.14	\$192,308.59	\$10,705.45	\$431,864.28	\$945,098.59	\$0.00	\$3,015.19	\$192,308.59	\$755,805.19	\$1,187,669.47
440 Water Bond Reserve Fund	\$72,913.51	\$10,139.88	\$0.00	\$83,053.39	\$150,618.88	\$0.00	\$562.67	\$10,139.88	\$141,041.67	\$224,095.06
450 Sewer Bond Reserve Fund	\$111,820.36	\$16,737.07	\$0.00	\$128,557.43	\$234,070.07	\$0.00	\$870.49	\$16,737.07	\$218,203.49	\$346,760.92
460 Sewer Loan Reserve Fund	\$7,422.52	\$1,018.81	\$0.00	\$8,441.33	\$14,247.81	\$0.00	\$52.99	\$1,018.81	\$13,281.99	\$21,723.32
463 Short Lived Asset Reserve Fund	\$16,568.49	\$2,474.69	\$0.00	\$19,043.18	\$34,601.69	\$0.00	\$128.68	\$2,474.69	\$32,255.68	\$51,298.86
470 Muni Sewer Capital Imprv Reserve	\$45,009.11	\$9,470.31	\$8,884.18	\$45,595.24	\$95,663.31	\$0.00	\$353.24	\$7,470.31	\$88,546.24	\$134,141.48
475 Boat Launch Facility Fund	\$7,003.21	\$4,536.31	\$10,824.94	\$714.58	\$19,675.31	\$0.00	\$65.60	\$3,296.31	\$16,444.60	\$17,159.18
631 Utility Deposit Fund	\$28,322.97	\$4,403.81	\$0.00	\$32,726.78	\$57,669.81	\$0.00	\$214.47	\$4,123.81	\$53,760.47	\$86,487.25
632 Transportation Benefit District Fund	\$172,789.87	\$11,971.09	\$0.00	\$184,760.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$184,760.96
633 TBD Capital Project Fund	\$3,456.17	\$0.00	\$0.00	\$3,456.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,456.17
634 State Custodial Pass-Thru Fund	\$1,480.07	\$853.32	\$819.32	\$1,514.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,514.07
	\$1,775,160.65	\$899,756.95	\$462,569.18	\$2,212,348.42	\$3,977,827.52	\$3,150.00	\$14,018.77	\$480,977.52	\$3,514,018.77	\$5,726,367.19

1. CALL TO ORDER

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

a. Pledge of Allegiance

Mayor Helenberg led the Pledge of Allegiance.

b. Roll Call

Councilmembers present: Art Lee, John Whalen, Paul Simonsen, and Ellen Rose. Councilmember Lee Kessler arrived at 7:46 PM.

Staff present: Police Chief Charlie Worley, City Attorney Nikki Thompson, Public Works Director Dave Vorse, Public Works Senior Operator Tyler Stone, City Engineer Carol Ruiz, and Clerk-Treasurer Carie Cuttonaro.

c. Changes to Agenda

2. PROCLAMATIONS & PRESENTATIONS

a. May 11-17 - National Police Week including Candlelight Vigil on May 14

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

Reserve Chaplain Tom Haan accepted the proclamation and spoke about the sacrifices that law enforcement officers and their families make every day. Police Chief Charlie Worley spoke of and thanked the Cowlitz Chaplaincy for their invaluable support.

3. CITIZEN COMMENTS - maximum 3 minutes

Flo Paget, Cowlitz County resident, asked that the City considers the number of low income residents in the area when approving permit applications.

4. DEPARTMENT REPORTS

- City Attorney

City Attorney Nikki Thompson gave a verbal report.

- Police Chief Charlie Worley

- Public Works Director Dave Vorse / Senior Operator Tyler Stone

- Summary Presentation of US Army Corps of Engineers "Mount Saint Helens Level of Protection 2024 Update"

Public Works Director Dave Vorse gave a presentation and a verbal report.

- City Engineer Tom Gower

- Clerk-Treasurer Carie Cuttonaro

Clerk-Treasurer Carie Cuttonaro gave a verbal report.

5. COUNCIL AND AD HOC COMMITTEE REPORTS

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

6. PUBLIC HEARINGS

7. CONSENT AGENDA

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

- Approve the minutes of the April 14, 2025 Regular Council Meeting.
- Approve the minutes of the April 28, 2025 Regular Council Meeting.
- Approve the April 2025 invoices as described in the Fund Transaction Summary Report in the amount of \$458,478.03.

8. OLD BUSINESS

9. NEW BUSINESS

- Amendment to Municipal Legal and Support Services with Thompson, Guildner & Associates, Inc., P.S., amending the start date from June 1, 2025 to an immediate effective date.

Mayor Paul Helenberg and Clerk-Treasurer Carie Cuttonaro presented.

Councilmember Lee made a motion, seconded by Rose, to approve the amendment of the start date. Motion carried by roll call vote. Councilmembers Lee, Kessler, Whalen, Simonsen, and Rose voted 'Aye'.

- Resolution No. 2025-03, a resolution of the City Council of the City of Castle Rock, Washington, amending Schedule 6 of the City's Master Fee Schedule.

Mayor Paul Helenberg and Clerk-Treasurer Carie Cuttonaro presented.

Councilmember Kessler made a motion, seconded by Lee, to approve Resolution No. 2025-03. Motion carried by roll call vote. Councilmembers Lee, Kessler, Whalen, Simonsen, and Rose voted 'Aye'.

- Gibbs & Olson, Inc. Authorization No. 2025-002 for Utility and Access Easement Descriptions upon School District, Swanson, and Gould Properties, in the amount of \$12,000.

Public Works Director Dave Vorse presented.

Councilmember Rose made a motion, seconded by Kessler, to approve Authorization No. 2025-002. Motion carried by roll call vote. Councilmembers Lee, Kessler, Whalen, Simonsen, and Rose voted 'Aye'.

- Gibbs & Olson, Inc. Authorization No. 2025-003 for Storm Sewer Cleaning, Inspection and

Prioritization, in the amount of \$270,000.

Public Works Director Dave Vorse and City Engineer Carol Ruiz presented.

Councilmember Rose made a motion, seconded by Lee, to approve Authorization No. 2025-003.

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

e. Wastewater Pretreatment Policy

Public Works Director Dave Vorse presented as information only. No action was taken.

f. ***Added Item*** Interlocal Agreement with Cowlitz County to provide a Rural Development funding grant for the SR411 Water Main Extension Project, which will extend the water main from the P.H. #10 intersection and go south 1810 feet.

Public Works Senior Operator Tyler Stone presented.

Councilmember Lee made a motion, seconded by Rose, to approve the Interlocal Agreement.

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

10. OTHER BUSINESS

Cowlitz County Commissioner Rick Dahl provided comment.

11. ADJOURNMENT

There being no further business, Mayor Helenberg adjourned the meeting at 8:28 PM.

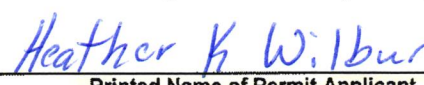
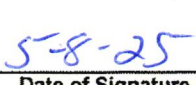
Mayor Paul Helenberg

Clerk-Treasurer Carie Cuttonaro

THIS FORM IS INTENDED FOR USE BY LOCAL AUTHORITIES HAVING JURISDICTION (AHJ) IN THE EVENT THEY DO NOT HAVE A PERMIT FORM SPECIFIC FOR RETAIL FIREWORKS SALES AT A CONSUMER FIREWORKS RETAIL SALES (CFRS) FACILITY. IT IS NOT MEANT TO BE REQUIRED IN ADDITION TO OR IN LIEU OF ANY LOCAL PERMITTING FORM AND/OR PROCESS THAT MAY EXIST WITH THE LOCAL AHJ.

Directions: Provided the local jurisdiction has no permit form of their own, complete this permit application and submit it with the local AHJ portion of your Retail Fireworks Stand License to the jurisdiction in which you wish to run your CFRS facility.

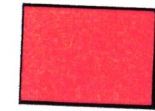
WASHINGTON STATE FIREWORKS RETAIL SALES PERMIT APPLICATION

Applicant Information			☐ New/First Time Applicant	☒ Previous Permit Holder
CASTLE ROCK BSA TROOP #313				
Name of Group, Organization, or Person (Last, First, Middle Initial, and Date of Birth) Issued the Fireworks Retailer License				
HEATHER WILBUR				
Name of Permit Applicant (Last, First, Middle Initial, and Date of Birth)				
2120 Milwaukee Way Tacoma, WA 98421				
Permit Applicant Mailing Address (Complete Including Street, City, State, and ZIP Code)				
(360) 560-2036		W2.3FAMILY@YAHOO.COM		(253) 922-0800
Phone Number		E-Mail Address		Local Business Number (if required)
CFRS Facility Information			☒ Stand ☐ Tent Other: _____	Size: 24' _____
			Specify	Square Feet/Dimensions
120 FAIR LANE CASTLE ROCK WA 98611				
CFRS Facility Address (Complete Including Street, City, State, and ZIP Code)				
_____		() _____	_____	
Name of Property Owner		Phone Number	Parcel Number for Stand Location	
Fireworks Supplier Information List all of the licensed fireworks wholesalers who will be supplying this stand product				
AMERICAN PROMOTIONAL EVENTS, INC. - WEST				
Storage Information		☒ On Site ☐ Off Site: IN STAND WITH SECURITY		
		Storage Address (Complete Including Street, City, State, and ZIP Code)		
☒ Sales Structure	☐ Detached Building	☐ Truck/Trailer	☐ Other: _____	
		Specify		
CHECKLIST FOR SUBMISSION Check with the local AHJ for all applicable submission dates and deadlines:				
☒ Application/Permit Fee	☒ Insurance Certificate (\$1,000,000)	☐ Clean-Up Bond Fee (if applicable)		
☒ Valid Washington State Fireworks Retailer License	☐ Property Owners Written Permission			
☒ Detailed Site Plan	☐ Interior Plan (required for tents and "other" facilities)			
I hereby certify the information in this application is true and correct. I am aware of and agree to comply with all relevant provisions of law, rule, and any ordinance of the state of Washington and the city/county permitting this CFRS Facility.				
				
Signature of Permit Applicant		Printed Name of Permit Applicant		Date of Signature
FIRE CODE AUTHORITY HAVING JURISDICTION				
☐ APPROVED ☐ DENIED				
Permit Number		Approved By		Date of Approval
SEE BACK OF THIS FORM FOR ANY RESTRICTIONS, CONDITIONS, OR NOTATIONS ON THIS PERMIT				
Signature of Permitting Official		Printed Name and Title		Date of Signature

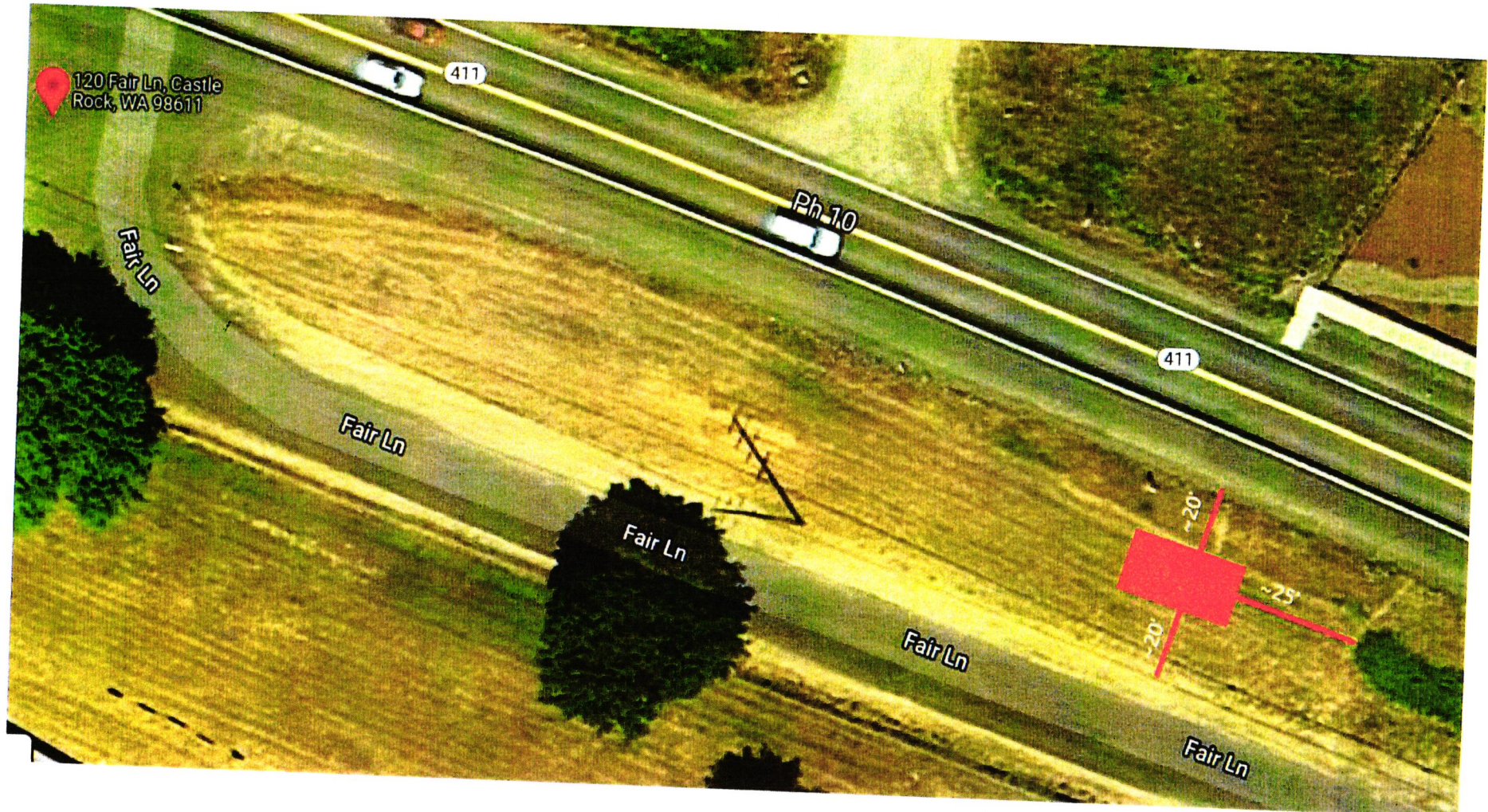
THE FIREWORKS RETAILER LICENSE HOLDER (LICENSEE) SHALL RETAIN THIS PERMIT WITH THE ASSOCIATED FIREWORKS RETAILER LICENSE AND MAKE THEM BOTH AVAILABLE FOR INSPECTION AT ANY TIME THE STAND IS IN OPERATION



WAS4012: Vacant Pad
120 Fair Lane, Castle Rock
LOCATION TYPE: STAND 20'



STAND



To whom it concerns,

The Castle Rock Fair board grants permission to The Parents of Troop 313, use of the land on 120 Fir lane Rd in Castle Rock to sell Fireworks on June 27-July 5 2025. Please contact me with any questions.

Thank you,

A handwritten signature in blue ink that reads "Janet Prince". The signature is written in a cursive style with a horizontal line above the "e" in "Prince".

Janet Prince
Fair Board Secretary
(360)957-5275



CERTIFICATE OF LIABILITY INSURANCE

11/1/2025

DATE (MM/DD/YYYY)

11/14/2024

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Century Surety Company	36951
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 12220780 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:	Y	N	CCP1219465	12/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Property located at Vacant Lot 120 Fair Lane Castle Rock, WA (WAS4012) Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER 12220780 City of Castle Rock Castle Rock BSA Troop #313 PO BOX 370 Castle Rock WA 98611	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Washington State Patrol Fire Protection Bureau **WAS4012** G24531
Office of the State Fire Marshal
CONSUMER FIREWORKS RETAIL SALES (CFRS) FACILITY LICENSE

Stand Number: SN-16162

Licensee Data

American Promotional Events, Inc. - West
2120 Milwaukee Way
Tacoma, WA 98421
License Number: WSPFL-02766
Phone Number: (253) 922-0800

Operational Data

Wholesaler: American Promotional Events, Inc. - We
County of Operation: Cowlitz
Operates For: **CASTLE ROCK BSA TROOP #313**
Stand Operated By: **HEATHER WILBUR**

Date of Issue: March 3, 2025

Date of Expiration: January 31, 2026

Consumer Fireworks Retailer Licenses issued after May are ONLY valid for New Years Sales

This license is NOT valid without a permit from a local fire code official/authority having jurisdiction. This license allows for operation of a single location/stand for retail sales to the public of state legal consumer fireworks purchased only from a licensed fireworks wholesaler.

3000-420-041 (10/18)

SURRENDER THIS PORTION OF THE LICENSE TO THE FIREWORKS WHOLESALER

WAS4012



Washington State Patrol Fire Protection Bureau **G24531**
Office of the State Fire Marshal
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3000-420-041 (10/18)

THIS LICENSE PORTION ACCOMPANIES YOUR LOCAL PERMIT APPLICATION

WAS4012



Washington State Patrol Fire Protection Bureau **WAS4012** **G24531**
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3000-420-041 (10/18)

THIS PORTION OF THE LICENSE MUST BE POSTED AT THE STAND AT ALL TIMES



Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER C-W-952(002)-1		PROJECT PHASE (check one) ☒ Design ☐ Construction	
PROJECT TITLE & WORK DESCRIPTION Remove and replace noncompliant ADA ramps, construct ADA ramps where none exist, and infill sidewalk gaps between existing sidewalk. Limits of improvements are located along B Street SW from 2nd Avenue SW to 4th Avenue SW, Leaming Avenue NW from Cowlitz Street W approximately 200' north, and along C Street SE from Roake Avenue SE to Allen Avenue SE			
CONSULTANT NAME & ADDRESS Gibbs & Olson, Inc. PO Box 400 Longview WA 98632			
AGREEMENT TYPE (check one)			
☒ LUMP SUM \$61,864.00			
☐ COST PLUS FIXED FEE OVERHEAD PROGRESS PAYMENT RATE _____ % OVERHEAD COST METHOD ☐ Actual Cost ☐ Actual Cost Not To Exceed _____ % ☐ Fixed Rate _____ % FIXED FEE \$ _____			
☐ SPECIFIC RATES OF PAY ☐ Negotiated Hourly Rate ☐ Provisional Hourly Rate			
☐ COST PER UNIT WORK			
DBE PARTICIPATION ☐ Yes ☒ No _____ %		WBE PARTICIPATION ☐ Yes ☒ No _____ %	
COMPLETION DATE May 29, 2025		MAXIMUM AMOUNT PAYABLE \$61,864	

THIS AGREEMENT, made and entered into this _____ day of January, 2025, between the City of Castle Rock, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Urban Arterial Trust Account funds, Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit B attached hereto, and by this reference made a part of this AGREEMENT.



III GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

IV TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V PAYMENT

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

VI SUBCONTRACTING

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

VII EMPLOYMENT

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Worker's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANTS employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.



- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

IX TERMINATION OF AGREEMENT

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X CHANGES OF WORK

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof.



Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

XIII LEGAL RELATIONS AND INSURANCE

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume

no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

XIV EXTRA WORK

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.



- E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

**XV
ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI
TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

**XVII
CERTIFICATION OF THE
CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

**XVIII
COMPLETE AGREEMENT**

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XIX
EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By	<u>Richard A. Gushman</u>	By	_____
	Richard A. Gushman, President		
Consultant	<u>Gibbs & Olson, Inc.</u>	City of	<u>Castle Rock</u>



EXHIBIT A-1 Certification of Consultant

Project No. C-W-952(002)-1	City of Castle Rock
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I hereby certify that I am Richard A. Gushman a duly authorized representative of the firm of Gibbs & Olson, Inc. whose address is PO Box 400 Longview, WA 98632 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

January 8, 2025

Date

Richard A. Gushman

Signature

Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City of Castle Rock, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

**EXHIBIT B-1
SCOPE OF WORK
CITY OF CASTLE ROCK
ADA IMPROVEMENTS PROJECT**

PROJECT DESCRIPTION

The Agency has received project funding through the Washington State Transportation Improvement Board (TIB) and wishes to remove and replace noncompliant ADA ramps, construct ADA ramps where none exist, and infill sidewalk gaps between existing sidewalk. The limits of improvements are along B Street SW from 2nd Avenue SW to 4th Avenue SW, Leaming Avenue NW from Cowlitz Street W approximately 200' north, and along C Street SE from Roake Avenue SE to Allen Avenue SE.

The project is part of the Agency's currently adopted 6-year Transportation Improvement Plan and is being constructed to serve existing development.

ASSUMPTIONS

The following assumptions were utilized by Consultant in developing the scope of work and estimated budget:

- Vertical datum for the project will be NAVD88 and horizontal datum for the project will be NAD83/2011 (Washington Plane Coordinate System-South Zone).
- Survey work will be performed in U.S. Survey Feet and the sheet size will be 22" x 34".
- Plan orientation will be shown with North Arrow at the top.
- The area for locates will be marked in the field by the Consultant.
- The Consultant will call 811 Locates for the survey site, going through the two-week Design Information Request (DIR) and then the Design Locate Request (DLR) process. Any additional private locates requested will be deemed out-of-scope and billed at Time and Materials at Consultant's current rates.
- While the boundaries of said parcel need be determined to show their proper location, no Record of Survey has been requested, therefore, no corners will be set and no Record of Survey will be filed with the Cowlitz County Auditor's Office. If a Record of Survey is requested, the Engineer reserves the right to request an amendment be negotiated to modify the Scope of Work and Budget.
- No structural engineering, foundation design, landscaping design, street lighting design, traffic signalization or offsite roadway design or striping is included in the scope of work.
- A geotechnical evaluation will not be performed.
- Design of utilities, such as water, sewer, storm, phone, cable, fiber optic, gas, power, etc. is not included.
- A cultural resource assessment (CRA) is required, and the project will require Department of Archeological and Historic Preservation (DAHP) concurrence prior to TIB bid authorization. This work will be limited to completion and submittal of a DAHP EZ-1 form to DAHP for project concurrence. Additional cultural resource evaluation will be considered out
- Additional permit applications, including a Department of Ecology Construction Stormwater Permit or Stormwater Pollution Prevention Plan (SWPPP), or fees are included in the scope of work and budget.

- Wetland, biological or habitat investigation or reports are not required.
- The project is redevelopment and is exempt from stormwater detention and water quality, which is not included in the scope of work and budget.
- The Agency will obtain all required permits and approvals.
- Construction phase engineering services are not included. The Agency and Consultant may amend this contract to include construction phase services at the completion of the design phase.

DESIGN PHASES ENGINEERING SERVICES

During the Design Phase, the Consultant shall prepare final contract documents to show the general scope, extent and character of the construction work to be furnished and performed by the construction contractor. Final deliverables for the project will be one set of complete advertisement ready contract documents suitable for reproduction and distribution to prospective bidders.

Task 1 - Project Management

Consultant shall provide project administration and project management consisting of the following:

- A. General project administration.
- B. Monthly narrative progress report as requested.
- C. Attend one meeting with the Agency to review project design.

Task 2 - Survey Services

Consultant will perform both field and office work as appropriate for the topographic survey. The Consultant will collect field data for portions of the intersections as identified on Exhibit B-2 Map. The right of way limits will be obtained so that design does not encroach on private property. Right of way limits will be surveyed to properly match existing sidewalk and ramp. Sidewalk will be surveyed at least one sidewalk panel (15 ft) beyond the curb return PC/PT. The topographic survey will include the following information (See Attached Exhibit B-2- Map):

- A. Coordinates, descriptions, and elevations of the following existing items:
 - Existing monumentation.
 - Centerline, features, and edges of existing roadways, sidewalks, pedestrian ramps, and parking lots or other asphalt or concrete paved surfaces.
 - Adjacent public utilities serving the subject parcels or project area consisting of:
 - Locations and rim/grate elevations for sanitary sewer manholes, storm drain manholes, catch basins, lines, outfalls, ditches, ponds, and structures. If found, storm fall outfall pipe size and invert elevation data will also be collected.
 - Water line valves, blow-offs, and fire hydrants.
 - Underground utilities to the extent of known and determinable information from utility locates. Surveyor will call in to 811 Utility Locate for the location of Public Utilities. Any on-site utility locating services requested will be considered out-of-scope and billed at time and materials.
- B. Site grade elevations (i.e., site topography) with the elevations labeled on shot markers depicted across the site.

C. Property and easement lines.

D. Buildings: the location of any buildings, structures, and/or improvements on the surveyed property observed in the process of conducting the fieldwork.

The following elements will be included on the topographic survey map:

- Vertical datum used.
- North arrow.
- Map scale and graphic scale bar.
- Legend of symbols used.
- Licensee name and contact information.
- Seal and signature of licensee.
- Statements of clarification for elements shown:
 - Basis of elevations citing benchmark(s) used with elevation(s).
 - Purpose or intended use of the topographic elements shown on the map.
 - A description of the source of the contours.
 - Labeling to determine contour interval(s).
 - Description of project benchmarks established.
 - Statement of elevations and contour accuracy.
 - Statement on limitation of use.
 - Source of boundary information and method(s) used to relate area mapped to said boundaries.
- Statements of clarification of utility information shown:
 - Source of utility location.
 - Statement of accuracy of utility depiction.
 - A statement of the scope of work between the project owner and the licensee regarding the comprehensiveness, exclusions, and limits of the utility investigations leading to these utility depictions.

Task 3 - Prepare 90% Drawings and Contract Documents

A. Consultant will prepare 90% Design Drawings and Contract Documents: Consultant will prepare drawings and Contract Documents for the project.

It is anticipated the drawing set will consist of eleven (18) sheets including:

- 1 cover sheet
- 1 notes, legend, and abbreviation sheet
- 3 existing conditions sheets
- 1 alignment and survey control sheet
- 3 site preparation plan sheets
- 6 intersection plan sheets
- 3 detail sheets

Contract documents will be prepared using the 2024 WSDOT/APWA format.

B. Consultant will perform an in-house QC review of the design drawings near the 90% completion stage to ensure the documents are consistent in presentation of the design information. QC review comments will be incorporated into the design.

- C. An electronic .pdf file of the 90% drawings will be submitted to the Agency for review and comment. Agency comments will be incorporated into the 100% documents as appropriate.

Task 4 - Prepare Bid Ready (100%) Drawings and Contract Documents

- A. Consultant will prepare Final drawings and contract documents for the project, building on the 90% complete documents.
- B. Consultant will perform an in-house QC review of the design drawings near the final completion stage to ensure the documents are consistent in presentation of the design information. QC review comments will be incorporated into the final design.
- C. An electronic .pdf file of the final drawings and specifications will be submitted to the Agency as well as the final opinion of probable construction cost.

Task 5 - Bid Ad & Award

- A. Consultant will assist Agency in advertising the project for construction bids.
- B. Consultant will receive questions from prospective bidders and prepare appropriate responses.
- C. Consultant will issue an addendum, if required, to identify, clarify, amend or expand the Bidding Documents.
- D. Consultant will review bids received, verify low bidder's state licensing and bonding, check references and prepare a letter to Agency consisting of the bid tabulation and the Consultant's recommendation regarding award of the construction contract.
- E. Consultant's responses to bidder questions, the addendum and the Consultant's letter of regarding recommendation of award will be provided to the Agency in .pdf format.

CONSTRUCTION PHASE ENGINEERING SERVICES

Construction Phase Services are not included in this Agreement. Construction Phase Services may be added by Agency and Consultant by amendment at a future date.

SCHEDULE

The preliminary schedule for this project is presented below. The schedule shows starting work on January 14, 2025. Any delay to the starting date will result in a day for day adjustment to the listed schedule milestones.

- Field Survey & Base Map Preparation by February 14, 2025
- Prepare 90% Design Documents by April 11, 2025
- Prepare 100% Design Documents by May 2, 2025
- Bid Advertisement by May 15, 2025
- Bid Opening by May 29, 2025



EXHIBIT C-1

Payment

(Lump Sum)

A. Lump Sum Agreement

Payment for all consulting services for this project shall be on the basis of a lump sum amount as shown in the heading of this AGREEMENT.

The maximum amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT as maximum amount payable unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.

B. Monthly Progress Payments

Partial payments may be made upon request of the CONSULTANT to cover the percentage of work completed and are not to be more frequent than one (1) per month.

C. Final Payment

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT contingent upon receipt of all PS&E, plans, maps notes, reports, and other related documents which are required to be furnished under the AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

D. Inspection of Cost Records

The CONSULTANT and his/her subconsultants shall keep available for inspection by representatives of the AGENCY and/or the TIB for a period of three years after final payment the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.



EXHIBIT D-1
Consultant Fee Determination Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by Gibbs & Olson, Inc.				Date January 6, 2025	
Project 2025 ADA Improvements					
Direct Salary Cost (DSC)					
Classification	Man Hours	Rate	Cost		
Principal	4	x	\$87.50	=	\$350.00
Engineer VI	16	x	\$70.00	=	\$1,120.00
Engineer IV	80	x	\$63.00	=	\$5,040.00
Engineer I	144	x	\$32.50	=	\$4,680.00
CAD Designer	24	x	\$37.00	=	\$888.00
Administrative Assistant	12	x	\$30.25	=	\$363.00
Sr. Land Surveyor	16	x	\$57.50	=	\$920.00
Land Surveyor	52	x	\$45.50	=	\$2,366.00
2 Man Survey Crew	56	X	\$70.00	=	\$3,920.00
TOTAL DSC					\$19,647.00
OVERHEAD (OH Cost including Salary Additives)					
OH Rate x DSC or 162.03% x \$ 19,647.00					\$31,834.00
FIXED FEE (FF)					
FF Rate x DSC or 30% x \$ 19,647.00					\$ 5,894.00
REIMBURSABLES					
GPS Equip - \$35/Hr/Unit x 2 Units x 49 Hrs/Unit					\$ 3,430.00
Mileage – 300 Miles x \$0.70/mile					\$ 210.00
Reproduction					\$ 250.00
Misc. Project Expenses					\$ 599.00
SUBCONSULTANT COST (See Exhibit G)					\$ 0.00
GRAND TOTAL					\$61,864.00

EXHIBIT E-1
GIBBS & OLSON, INC.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2023

Description	Financial Stmt Amount
Direct Labor Base	<u>\$1,294,151</u>
Indirect Costs	
Fringe Benefits:	
Paid Time Off	\$150,066
Holiday	64,611
Payroll Taxes	182,958
Retirement	139,950
Trust Expenses	2
Group Insurance	165,889
Bonuses	139,369
Total Fringe Benefits	<u>\$842,845</u>
General Overhead Expenses:	
Salaries (Administrative)	\$192,017
Salaries (Office)	250,910
Salaries (Ind Overtime premium)	30,819
Salaries (Bid & Proposal Admin)	73,718
Salaries (Bid & Proposal Office)	46,460
Salaries (CL Dev-Direct Selling)	70,770
Salaries (Marketing/PR)	24,038
Salaries (Unallowable)	804
Other Benefits	21,715
Office Supplies	6,283
Repairs & Maintenance	4,134
Office Rent	116,580
Utilities	3,548
Postage	1,447
Publications	1,009
Prof Registration & Dues	5,892
Business Licenses & Fees	990
Technology	63,572
Education	12,036
Prof & Other Insurance	50,673
Depreciation	91,728
Professional Fees	42,618
Business Taxes	111,405
Travel & Lodging	33,110
Travel & Lodging Recovery	(29,188)
Misc Field Expense	16,899
Equipment Rental	2,230
Reproduction	5,525
Reproduction Recovery	(4,606)
Telephone	19,216
Recruiting/HR	0
Misc Expense Recovery GPS	(63,839)
Loss on Asset Dispositions	616
Life Insurance	4,365
Meals	8,339
Donations	9,402
Lobbying Dues	704
Business Development	24,363
Bank Fees - Financing	12
Bad Debt	3,761
Total General Overhead	<u>\$1,254,076</u>
Total Indirect Costs & Overhead	<u>\$2,096,921</u>
Indirect Cost Rate	162.03%



EXHIBIT F-1
Payment Upon Termination of Agreement
by the Agency Other than for Fault of the Consultant
(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.



Transportation Improvement Board Consultant Supplemental Agreement

Agency City of Castle Rock

Project Number C-W-952(002)-1

Project Name 2025 ADA Improvements

Consulting Firm Gibbs & Olson, Inc.

Supplement Phase Supplement for Easements

The Local Agency of City of Castle Rock desires to supplement the agreement entered into with Gibbs & Olson, Inc. and executed on January 13, 2025.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

Section II, **SCOPE OF WORK**, is hereby amended to include preparing easements for Cowlitz County Parcel Numbers 30575 and 3057501 for construction of sidewalk adjacent to Leaming Avenue. The Consultant will prepare legal descriptions and parcel exhibits for the easement. These will be provided to the Client in electronic format along with the signature page, and the Client will record each of the easements with the Cowlitz County Auditor.

Section IV, **TIME FOR BEGINNING AND COMPLETION**, is amended to change the Completion Date

SUPPLEMENTAL COMPLETION DATE October 31, 2025

Section V, **PAYMENT**, shall be amended as shown below.

MAXIMUM AMOUNT PAYABLE \$64,650.00

EXHIBIT A			
	Original Agreement	Supplement	Total
Direct Salary Cost	\$19,800.00	\$880.00	\$20,680.00
Overhead (Including Salary Additives)	\$32,081.94	\$1,371.57	\$33,453.51
Fixed Fee	\$5,940.00	\$264.00	\$6,204.00
Subconsultant Cost	\$0	\$0	\$0
Reimbursables	\$4,042.06	\$84.43	\$4,126.49
Total	\$61,864.00	\$2,600.00	\$64,464.00

If you concur with this supplement and agree to the changes as stated above, please sign and date in the appropriate spaces below.

Agency Signature	Date
Consultant Signature <i>Richard A. Graham</i>	Date May 9, 2025



Active Transportation Program (ATP) Bid Authorization Form

TIB Project Number
C-W-952(002)-1

INSTRUCTIONS: Enter or update all information on the form. Email the signed Bid Authorization Form and ALL required documentation to your TIB engineer.

505 Union Avenue SE, Suite 350 ❖ Post Office Box 40901 ❖ Olympia, WA 98504-0901

For assistance with your project, contact Chris Langhoff, TIB Project Engineer at (360) 586-1157

GENERAL INFORMATION

Lead
Agency

CASTLE ROCK

Project Name

**2025 ADA Improvements
Multiple Locations**

Project Length

0.00 miles

Agency
Contact

David Vorse

Phone

(360) 274-7478

Email

crpwd@ci.castle-rock.wa.us

REQUIRED DOCUMENTATION

Include the following items with your signed Bid Authorization Form

- ▶ Completed Plans and Specifications
- ▶ Final Engineer's Estimate
- ▶ Include verification of WSDOT review & approval of construction documents for projects on or adjacent to state highways

PROJECT DESCRIPTION

Describe the project as defined in the bid documents

The replacement of three (3) noncompliant ADA ramps to current standards, construction of eighteen (18) new ADA ramps where none exist, and construction of new approximately 400 linear feet of sidewalk between gaps in existing sidewalk at multiple locations in downtown Castle Rock.

CHANGES IN PROJECT SINCE APPLICATION

Describe any changes that have been made to the proposed project since application

None.

Project Name **CASTLE ROCK**
2025 ADA Improvements - Multiple Locations

TIB Project Number
C-W-952(002)-1

PROJECT SCHEDULE

Indicate only changes in project target dates (Month/Year) in the spaces below:

	Previous Schedule	Current Schedule
Bid Opening	May 2025	June 2025
Contract Completion	August 2025	September 2025

PROJECT COST ESTIMATE

Update the costs to indicate the current estimated totals

DESIGN PHASE		CONSTRUCTION PHASE		
Design Engineering	Right of Way	Construction Engineering	Construction Other	Contract Amount
64,464	0	65,145	0	434,300
Phase Total	64,464	Phase Total		499,445
Total Project Cost				563,909

Include a cost breakdown of **construction other** items:

Not applicable.

DETERMINATION OF ELIGIBLE COST

Enter the current estimated totals for Landscaping and Other Noneligible Cost

Noneligible Engineering	Other Noneligible Cost	Total Landscaping Cost	Allowable Landscaping	Noneligible Landscaping	Total Noneligible Cost
0	0	0	21,715	0	0
Total Eligible Project Cost					563,909

Include a cost breakdown of **noneligible** items

Not applicable.

PROJECT COST CHANGE SINCE SELECTION

\$481

Include explanation of Cost Change

0.1% Decrease

The total for design engineering was less than the funding allowable amount.

Project Name **CASTLE ROCK**
2025 ADA Improvements - Multiple Locations

TIB Project Number
C-W-952(002)-1

FUNDING PARTNERS

Update funding amounts to indicate current funding **based on the engineer's estimate**

Funding Partner	Previous Funding	Anticipated Funding
CASTLE ROCK	28,220	28,196
TIB Funds	536,170	535,713
TOTAL	\$564,390	\$563,909
Funding Partner Total is Correct		

AGENCY CERTIFICATION

- ▶ Certification is hereby given that all Local Funds and Other Funds associated with the **Construction Phase** of the project are secured.
- ▶ This project has been reviewed by the Legislative Body of the Administering Agency or agencies or its designee and is consistent with the agency's comprehensive plan for community development.
- ▶ Design work is complete for this project and is ready to be advertised.
- ▶ All applicable state laws and requirements have been met and incorporated into the contract documents.
- ▶ If the project is within a non-attainment area, the Lead Agency certifies compliance with all requirements of the State and Federal Clean Air Act.
- ▶ All right of way for this project has been acquired, or if right of way remains to be acquired a Possession and Use Agreement has been obtained for the parcels in question. All right of way required for this project has been acquired in accordance with state laws.
- ▶ For projects on or adjacent to state highways, WSDOT has reviewed and approved construction documents.
- ▶ All required permits for construction have been acquired

Signature of Mayor

Date Signed

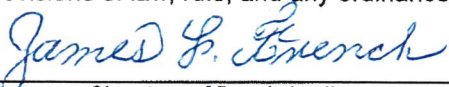
Mayor Paul Helenberg

Typed or Printed Name & Title

THIS FORM IS INTENDED FOR USE BY LOCAL AUTHORITIES HAVING JURISDICTION (AHJ) IN THE EVENT THEY DO NOT HAVE A PERMIT FORM SPECIFIC FOR RETAIL FIREWORKS SALES AT A CONSUMER FIREWORKS RETAIL SALES (CFRS) FACILITY. IT IS NOT MEANT TO BE REQUIRED IN ADDITION TO OR IN LIEU OF ANY LOCAL PERMITTING FORM AND/OR PROCESS THAT MAY EXIST WITH THE LOCAL AHJ.

Directions: Provided the local jurisdiction has no permit form of their own, complete this permit application and submit it with the local AHJ portion of your Retail Fireworks Stand License to the jurisdiction in which you wish to run your CFRS facility.

WASHINGTON STATE FIREWORKS RETAIL SALES PERMIT APPLICATION

Applicant Information		
☐ New/First Time Applicant ☒ Previous Permit Holder		
CASTLE ROCK EAGLES #556		
Name of Group, Organization, or Person (Last, First, Middle Initial, and Date of Birth) Issued the Fireworks Retailer License		
JIM FRENCH		
Name of Permit Applicant (Last, First, Middle Initial, and Date of Birth)		
2120 Milwaukee Way Tacoma, WA 98421		
Permit Applicant Mailing Address (Complete Including Street, City, State, and ZIP Code)		
(360) 274-9723	LOVITTR@TNTFIREWORKS.COM	(253) 922-0800
Phone Number	E-Mail Address	Local Business Number (if required)
CFRS Facility Information		
☒ Stand ☐ Tent Other: _____ Size: 16'		
Specify _____ Square Feet/Dimensions		
1239 1300 MT ST HELENS WAY NE CASTLEROCK, WA 98611		
CFRS Facility Address (Complete Including Street, City, State, and ZIP Code)		
Castle Rock Ace House	(360) 490-2447	30853
Name of Property Owner	Phone Number	Parcel Number for Stand Location
Fireworks Supplier Information List all of the licensed fireworks wholesalers who will be supplying this stand product		
AMERICAN PROMOTIONAL EVENTS, INC. - WEST		
Storage Information		
☒ On Site ☐ Off Site: IN STAND WITH SECURITY		
Storage Address (Complete Including Street, City, State, and ZIP Code)		
☒ Sales Structure	☐ Detached Building	☐ Truck/Trailer ☐ Other: _____
Specify _____		
CHECKLIST FOR SUBMISSION Check with the local AHJ for all applicable submission dates and deadlines:		
☒ Application/Permit Fee ☒ Insurance Certificate (\$1,000,000) ☐ Clean-Up Bond Fee (if applicable)		
☒ Valid Washington State Fireworks Retailer License ☒ Property Owners Written Permission		
☒ Detailed Site Plan ☐ Interior Plan (required for tents and "other" facilities)		
I hereby certify the information in this application is true and correct. I am aware of and agree to comply with all relevant provisions of law, rule, and any ordinance of the state of Washington and the city/county permitting this CFRS Facility.		
 Signature of Permit Applicant JAMES L. FRENCH Printed Name of Permit Applicant 05-07-2015 Date of Signature		
FIRE CODE AUTHORITY HAVING JURISDICTION		
☐ APPROVED ☐ DENIED		
Permit Number Approved By Date of Approval		
SEE BACK OF THIS FORM FOR ANY RESTRICTIONS, CONDITIONS, OR NOTATIONS ON THIS PERMIT		
Signature of Permitting Official Printed Name and Title Date of Signature		

THE FIREWORKS RETAILER LICENSE HOLDER (LICENSEE) SHALL RETAIN THIS PERMIT WITH THE ASSOCIATED FIREWORKS RETAILER LICENSE AND MAKE THEM BOTH AVAILABLE FOR INSPECTION AT ANY TIME THE STAND IS IN OPERATION

↑ Burger King

170' to
Castle Rock AXE House →

1239 Mt. St. Helens Way NE
Castle Rock WA 98611

Spirit Lake Hwy

↑
Firework
Stand

Barrier

Safety

Drawing For FOE #556 2025
Castle Rock Eagles Firework Stand

May 7, 2025

I authorize the Castle Rock Eagles to use a portion of the Axe House property located in the 1300 block of Mt. St. Helen's Way NE, Castle Rock, WA for their fireworks stand upon presentation of proof of insurance.

Alia Anderson
Alia Anderson
360 490 2447



CERTIFICATE OF LIABILITY INSURANCE

11/1/2025

DATE (MM/DD/YYYY)

11/14/2024

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

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

PRODUCER Lockton Companies, LLC 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630	INSURER(S) AFFORDING COVERAGE INSURER A: Century Surety Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

NAIC #
36951**COVERAGES****CERTIFICATE NUMBER:** 12220774**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	N	CCP1219465	12/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Property located at Parker Steak House 1300 Mt St Helens Way NE, Castle Rock, WA (WAS4010) Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER**CANCELLATION****12220774**City of Castle Rock
Castle Rock Eagles #556
PO Box 370
Castle Rock WA 98611

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

AUTHORIZED REPRESENTATIVE

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Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal
CONSUMER FIREWORKS RETAIL SALES (CFRS) FACILITY LICENSE

WAS4010

G24534

Stand Number: SN-16165

Licensee Data

American Promotional Events, Inc. - West
2120 Milwaukee Way
Tacoma, WA 98421
License Number: WSPFL-02766
Phone Number: (253) 922-0800

Operational Data

Wholesaler: American Promotional Events, Inc. - We
County of Operation: Cowlitz
Operates For: **CASTLE ROCK EAGLES #556**
Stand Operated By: **JIM FRENCH**

Date of Issue: March 3, 2025

Date of Expiration: January 31, 2026

Consumer Fireworks Retailer Licenses issued after May are ONLY valid for New Years Sales

This license is NOT valid without a permit from a local fire code official/authority having jurisdiction. This license allows for operation of a single location/stand for retail sales to the public of state legal consumer fireworks purchased only from a licensed fireworks wholesaler.

3000-420-041 (10/18)

SURRENDER THIS PORTION OF THE LICENSE TO THE FIREWORKS WHOLESALER

WAS4010



Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal
CONSUMER FIREWORKS RETAIL SALES (CFRS) FACILITY LICENSE

G24534

Stand Number: SN-16165

Licensee Data

American Promotional Events, Inc. - West
2120 Milwaukee Way
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3000-420-041 (10/18)

THIS LICENSE PORTION ACCOMPANIES YOUR LOCAL PERMIT APPLICATION

WAS4010



Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal
CONSUMER FIREWORKS RETAIL SALES (CFRS) FACILITY LICENSE

WAS4010

G24534

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3000-420-041 (10/18)

THIS PORTION OF THE LICENSE MUST BE POSTED AT THE STAND AT ALL TIMES

City of Castle Rock

Bid Opening

Carpenter Package Booster Pump Station Skid

May 21, 2025

10:30 AM

Attended by: Gerald Mickelsen, Gibbs & Olson, Contracted City Engineer

David Vorse, Public Works Director

Tyler Stone, Public Works Senior Operator

Carie Cuttonaro, Clerk-Treasurer

	Bidder name	Location (City, State)	Bid Amount	Tax Included	Freight Included	Addendum #1 Acknowledged	Signed	Responsive Bidder
1	Whitney Equipment	Woodinville, WA	\$144,150.12	Yes	Yes	No	Yes	
2	Pump Tech	Canby, OR	\$139,956.15	Yes	Yes	Yes	Yes	
3								

City of Castle Rock

Agenda Item Summary

Item Title

Ordinance 2025-08 repealing and replacing Chapter 1.16 “General Penalty” of the Castle Rock Municipal Code.

Recommended Action

A motion to adopt Ordinance 2025-08 repealing and replacing Chapter 1.16 “General Penalty” of the Castle Rock Municipal Code.

City Attorney Review

Required

Summary Statement

The Castle Rock Municipal Code has a general penalty section that requires all code violations to be treated as a misdemeanor, unless otherwise specified. This does not provide options for flexibility in designating levels of civil infractions leading up to criminal charges. The proposed changes provide for different levels of civil penalty consistent with the RCWs and designates a default for code violations as a Class 1 infraction. The ordinance also removes the definition of the various classes of infractions from Title 6, which is related only to animal control.

Staff Contact

Nikki Thompson, City Attorney

Attachments

1. Ordinance 2025-08

**CITY OF CASTLE ROCK
ORDINANCE NO. 2025-08**

**AN ORDINANCE REPEALING CASTLE ROCK MUNICIPAL CODE (CRMC)
SECTION 6.10.030 “CLASSES OF CIVIL INFRACTIONS - MONETARY PENALTIES -
RESTITUTION” AND REPEALING AND REPLACING CHAPTER 1.16 “GENERAL
PENALTY” OF THE MUNICIPAL CODE OF THE CITY OF CASTLE ROCK,
WASHINGTON.**

WHEREAS, the Castle Rock Municipal Code has a general penalty section that requires all code violations to be treated as a misdemeanor, unless otherwise specified; and,

WHEREAS, municipalities typically want flexibility built into Code that includes a range of infractions and criminal penalties; and

WHEREAS, the current Municipal Code Section 6.10.030 contains the various classes of infractions found in RCW 7.80, but that provision is applicable only to Title 6 “Animal”; and

WHEREAS, it is in the City’s best interest to adopt a General Penalty code that provides for a range of treatments for Code violations and makes the default a civil infraction, as opposed to a misdemeanor offense.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CASTLE ROCK
DO ORDAIN AS FOLLOWS:**

SECTION 1. REPEALING SECTION 6.10.030 Classes of Civil Infraction – Monetary Penalties - Restitution. Section 6.10.030 of the Castle Rock Municipal Code is hereby repealed in its entirety.

SECTION 2. REPEALING AND REPLACING 1.16 General Penalty. The Castle Rock Municipal Code is hereby amended to replace Chapter 1.16 General Penalty to read as follows:

1.16.010 Civil Infractions, Misdemeanors, and Gross Misdemeanors

(1) Any person violating any provision or failing to comply with any of the mandatory requirements of the ordinances of the city may be subject to a civil infraction or a criminal charge. If not otherwise specified in the Castle Rock Municipal Code, any violation of the city’s ordinances is punishable as a class 1 civil infraction.

(a) The maximum penalty and the default amount for a class 1 civil infraction shall be \$250.00, not including statutory assessments;

(b) The maximum penalty and the default amount for a class 2 civil infraction shall be \$125.00, not including statutory assessments;

(c) The maximum penalty and the default amount for a class 3 civil infraction shall be \$50.00, not including statutory assessments; and

(d) The maximum penalty and the default amount for a class 4 civil infraction shall be \$25.00, not including statutory assessments.

(2) Except where a different punishment is prescribed by the Castle Rock Municipal Code, any person convicted of a misdemeanor may be punished by a fine of not more than \$1,000 or by imprisonment not to exceed 90 days, or both, except that:

(a) Whenever a lesser maximum penalty is provided under state law for a violation of an analogous provision of state law then such lesser maximum penalty applies;

(b) Whenever a minimum mandatory penalty is provided for violation of an analogous provision of state law then such minimum mandatory penalty applies.

(3) Except where a different punishment is prescribed by the Castle Rock Municipal Code, any person convicted of a gross misdemeanor may be punished by a fine of not more than \$5,000, or by imprisonment up to 364 days, or both, with the same exceptions as described in subsections (2)(a) and (2)(b) of this section.

1.16.020 Continuing Offense

Each such person is guilty of a separate offense for each and every day during any portion of which any violation of any provision of the ordinances of the city is committed, continued, or allowed to continue by any such person, and is punishable accordingly.

SECTION 3. 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 of any other section, sentence, clause, or phrase of this ordinance.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passing and publication of an approved summary consisting of the title.

PASSED in regular session this ____ day of _____, 2025.

CITY OF CASTLE ROCK

APPROVED:

Paul Helenberg, Mayor

APPROVED AS TO FORM:

ATTEST:

Nikki Thompson, City Attorney

Carie Cuttonaro, City Clerk

City of Castle Rock

Agenda Item Summary

Item Title

Ordinance 2025-09 adding a new Chapter 8.06 “Noise Control” to the Castle Rock Municipal Code.

Recommended Action

A motion to adopt Ordinance 2025-09 adding a new Chapter 8.06 to the Castle Rock Municipal Code.

City Attorney Review

Required

Summary Statement

The City’s current noise control mechanisms are outdated and ineffective. Staff proposes a code that combines a nuisance noise approach with a decibel level approach. This code will allow citations that are either civil or criminal, depending on the situation.

Staff Contact

Nikki Thompson, City Attorney

Attachments

1. Ordinance 2025-09

**CITY OF CASTLE ROCK
ORDINANCE NO. 2025-09**

**AN ORDINANCE REPEALING CASTLE ROCK MUNICIPAL CODE (CRMC)
SECTION 9.06.030 “ACTS DECLARED TO BE UNNECESSARY NOISE” AND
ADDING A NEW CHAPTER 8.06 “NOISE CONTROL” TO TITLE 8 “HEALTH AND
SAFETY” OF THE MUNICIPAL CODE OF THE CITY OF CASTLE ROCK,
WASHINGTON.**

WHEREAS, the City has received an increased level of noise complaints in the last year;
and,

WHEREAS, municipalities typically address noise using decibel level prohibitions,
common law nuisance noise prohibitions, or a combination of both; and

WHEREAS, the current Municipal Code Section 9.06.030 contains outdated noise
standards that are difficult to enforce; and

WHEREAS, it is in the City’s best interest to adopt a combined noise regulation code to
address noise production concerns; and

WHEREAS, CRMC Title 8 “Health and Safety” is an appropriate chapter for noise
regulation enforced by civil penalties.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CASTLE ROCK
DO ORDAIN AS FOLLOWS:**

SECTION 1. REPEALING SECTION 9.06.030 Acts Declared to be Unnecessary Noise.
Section 9.06.030 of the Castle Rock Municipal Code is hereby repealed in its entirety.

SECTION 2. ADDING CHAPTER 8.06 Noise Control. The Castle Rock Municipal Code is
hereby amended to adopt a new Chapter 8.06 Noise Control to read as follows:

Chapter 8.06 NOISE CONTROL

Sections:

- 8.06.010 Purpose.
- 8.06.020 Definitions.
- 8.06.030 Public nuisance and disturbance noise violations.
- 8.06.040 Noises exempt at all times.

- 8.06.050 Limited hours noises exemption.
- 8.06.053 Construction noise.
- 8.06.055 Noises exempt at other times.
- 8.06.060 Noise variances.
- 8.06.070 Enforcement – Penalties.
- 8.06.075 Enforcement – Complaints.
- 8.06.080 Provisions not exclusive.
- 8.06.100 No third-party rights.
- 8.06.010 Purpose.**

This chapter is intended to regulate noise that constitutes a public nuisance and implement the provisions of Chapter [173-60](#) WAC as authorized by Chapter [70A.20](#) RCW.

8.06.020 Definitions.

“Director” means the Director of Building & Planning or the Chief of Police or their designee.

8.06.030 Public nuisance and disturbance noise violations.

- A. It is unlawful for any person to cause or allow to originate, or for any person in possession of property to allow to originate from said property, sound that is a public nuisance.
- B. The following noises are prohibited and hereby declared to be public nuisances, except to the extent that they may be specifically exempted by other provisions of this chapter:
 - 1. Noise levels in excess of the standards established by the Department of Ecology pursuant to Chapter [70A.20](#) RCW and contained in Chapter [173-60](#) WAC, which are hereby incorporated by reference;
 - 2. Noise levels in excess of the permitted standards in Chapter [173-62](#) WAC, Motor Vehicle Noise Performance Standards, which are hereby incorporated by reference;
 - 3. Frequent, repetitive, or continuous noise made by any animal which unreasonably disturbs or interferes with peace, comfort and repose of property owners or possessors, except that such sounds are exempt when originating from lawfully operated animal shelters, kennels, pet shops, and veterinary clinics;

4. The frequent, repetitive, or continuous sounding of any horn or siren attached to a motor vehicle, except as a warning of danger or as specifically permitted or required by law;
5. The creation of frequent, repetitive or continuous noise in connection with the starting, operation, repair, rebuilding, or testing of any motor vehicle, motorcycle, off-highway vehicle, or internal combustion engine within Class A EDNAs so as to unreasonably disturb or interfere with the peace, comfort and repose of owners or possessors of real property;
6. Yelling, shouting, hooting, whistling or singing on or near the public streets, particularly between the hours of 10:00 p.m. and 7:00 a.m., or at any time and place so as to unreasonably disturb or interfere with peace, comfort and repose of owners or possessors of real property;
7. The use of a sound amplifier or other device capable of producing or reproducing amplified sound on public streets for the purpose of commercial advertising or sales or for attracting the attention of the public to any vehicle, structure or property of the contents therein;
8. The making of any loud and raucous noise which unreasonably interferes with the use of any school, church, hospital, sanitarium, nursing, or convalescent facility;
9. The creation of frequent, repetitive, or continuous sounds which emanate from any building, structure, or property which can be heard at a distance greater than 50 feet from the source or which unreasonably interferes with the peace, comfort and repose of owners or possessors of real property, such as sounds from musical instruments, audio sound systems, band sessions, or social gatherings;
10. Sound from audio equipment, including but not limited to tape players, radios, and compact disc players, operated at a volume so as to be audible greater than 50 feet from the source, and if not operated upon the property of the operator;
11. The use of unmuffled engine compression brakes.

C. Additional Provisions.

1. For the purpose of enforcing subsection B (1) of this section, all lands zoned Residential 6 District, Residential 8 District , or Multi-Family District are declared to be Class A EDNAs.

2. Between the hours of 10:00 p.m. Friday and 7:00 a.m. Saturday, and 10:00 p.m. Saturday and 7:00 a.m. Sunday, the noise limitations of the table in WAC [173-60-040](#) are reduced by 10 dBA for receiving property within Class A EDNAs.

8.06.040 Noises exempt at all times.

The following noises are exempt from the provisions of this chapter at all times; except that nothing in these exemptions is intended to preclude the city from requiring installation of the best available noise abatement technology consistent with economic feasibility:

- A. Noise originating from aircraft in flight;
- B. Noise created by safety and protective devices, such as relief valves where noise suppression would defeat the safety release intent of the device;
- C. Noise created by fire alarms;
- D. Noise created by emergency equipment, including, but not limited to, emergency standby or backup equipment, and emergency work necessary in the interests of law enforcement or of the health, safety or welfare of the community; and including, but not limited to, any emergency work necessary to replace or repair essential utility services;
- E. Noise created by auxiliary equipment on motor vehicles used for highway maintenance;
- F. Noise originating from an officially sanctioned parade, sporting event, or other special event authorized by Special Event Permit;
- G. Noise created by warning devices not operated continuously for more than 30 minutes per incident;
- H. Noise originating from existing natural gas transmission facilities, subject to any requirements that may be established by appropriate state or federal agencies;
- I. Noise created by existing stationary equipment used in the conveyance of water by a utility and noise created by existing electrical substations;
- J. Noise created by the operation of equipment or facilities by a railroad in interstate commerce;
- K. Noise created by existing stationary equipment used in the conveyance of water by a utility and noise created by existing electrical substations.

8.06.050 Limited hours noises exemption.

The following noises are exempt from the provisions of this chapter between the hours of 7:00 a.m. and 10:00 p.m.:

- A. Noise created by powered equipment used in temporary or periodic maintenance or repair of residential property, including but not limited to grounds and appurtenances, such as lawnmowers, powered hand tools, and composters;
- B. Noise created by the discharge of firearms on a law enforcement authorized shooting ranges;
- C. Noise created by the installation or repair of essential utility services;
- D. Noise created by bells, chimes, or carillons not operating for more than five minutes in any one hour;
- E. Noise originating from forest harvesting;
- F. Noise created by aircraft engine testing and maintenance not related to flight operations.

8.06.055 Construction noise.

- A. No construction activity shall be allowed or audible within 1,000 feet of any residence between the hours of 10:00 p.m. and 7:00 a.m. The city may grant exemptions from the prohibition set forth in this section for:
 - 1. Public works or state highway projects within the public rights-of-way for which the public works director determines that the public benefit of night time construction outweighs the short-term impacts of such construction.
 - 2. Emergency repairs necessary for public safety and convenience.
- B. Project applicants, other than those listed above, may apply for a noise variance per CRMC 8.06.060. Noise variances shall be subject to time limit conditions or other reasonable measures to mitigate any adverse impacts on nearby residents.
- C. Regular municipal maintenance, operations, and construction activities not covered by a city permit are not subject to the limitations of this section.

8.06.060 Noise variances.

- A. A variance from the requirements of this chapter may be authorized consistent with this section.

- B. An application for a variance must be submitted to the director on forms provided by the department.
- C. A variance may be granted if the director finds that immediate compliance with requirement of this chapter cannot be achieved because of:
 - 1. Special circumstances rendering immediate compliance unreasonable in light of economic or physical factors;
 - 2. Encroachment upon an existing noise source; or
 - 3. Because of nonavailability of feasible technology or control methods.
- D. A variance must include all of the following:
 - 1. An identification of the persons authorized to vary from the provisions of this chapter.
 - 2. An identification of the location or locations to which the variance applies.
 - 3. An identification of the provisions of this chapter for which the variance is authorized.
 - 4. One or more of the findings described in subsection C of this section.
 - 5. A schedule for achieving compliance with this chapter. A variance may not be granted for a period longer than 30 days unless the department provides at least a two-week opportunity for public comment on the application.

8.06.070 Enforcement – Penalties.

- A. Except as otherwise provided, a violation of this chapter may be punished by a class 3 civil infraction.
- B. A second violation of this chapter within 30 days may be punished by a class 2 civil infraction.
- C. A third violation of this chapter within 30 days may be punished by a class 1 civil infraction.
- D. A fourth violation of this chapter within a six-month period may be punished by a misdemeanor.

- E. A property owner who permits an activity on their property that violates this chapter is jointly and severally liable for the violation.

8.06.075 Enforcement – Complaints.

The City of Castle Rock will generally enforce this chapter only in response to complaints; however, nothing herein may be interpreted to prohibit proactive enforcement.

8.06.080 Provisions not exclusive.

The provisions of this chapter are cumulative and nonexclusive, and do not affect any other claim, cause of action or remedy, nor, unless specifically provided, may this chapter be deemed to repeal, amend or modify any law, ordinance or regulation relating to noise, but must be deemed additional to existing legislation and common law on noise.

8.06.100 No third-party rights.

- A. It is expressly the purpose of this chapter to provide for and promote the health, safety, and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this chapter.
- B. No provisions nor any term used in this chapter is intended to impose any duty whatsoever upon the city or any of its officers or employees, for whom the implementation and enforcement of this chapter is discretionary and not mandatory.
- C. Nothing contained in this chapter is intended nor may be construed to create or form the basis of any liability on the part of the city, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the city related in any manner to the enforcement of this chapter by its officers, employees, or agents.

SECTION 3. 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 of any other section, sentence, clause, or phrase of this ordinance.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passing and publication of an approved summary consisting of the title.

PASSED in regular session this ____ day of _____, 2025.

CITY OF CASTLE ROCK

APPROVED:

Paul Helenberg, Mayor

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