



CASTLE ROCK CITY COUNCIL AGENDA

Regular Meeting: Monday, February 26, 2024
7:30 PM

Location

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

AGENDA

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1. CALL TO ORDER

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

2. PROCLAMATIONS & PRESENTATIONS

3. CITIZEN COMMENTS - maximum 3 minutes

4. DEPARTMENT REPORTS

- City Attorney Frank Randolph
- Police Chief Charlie Worley
- Public Works Director Dave Vorse
SR 411 Bridge Update
- City Engineer Tom Gower
- Clerk-Treasurer Carie Cuttonaro
Expenditure, Revenue, Cash & Investments Reports (page 3-7)

5. COUNCIL AND AD HOC COMMITTEE REPORTS

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

6. PUBLIC HEARINGS

- a. To consider Ordinance No. 2024-02 which extends an existing moratorium for six months on the acceptance of applications for development activities or other permit applications for nonconforming lots in residential zones. (page 8)

7. CONSENT AGENDA

8. OLD BUSINESS

- a. Ordinance No. 2024-01, an ordinance of the City of Castle Rock granting Astound Broadband, LLC, a non-exclusive franchise for the transmission of telecommunications in, through, over and under the rights-of-way of the City of Castle Rock, on second reading. (page 9-24)

9. NEW BUSINESS

- a. Ordinance No. 2024-02, an ordinance renewing for an additional six months the six-month moratorium established in Ordinance No. 2023-04 and Ordinance No. 2023-08 on the acceptance of applications for development activities or other permit applications for nonconforming lots in residential zones. (page 25-26)
- b. Discussion related to recommended draft regulations that would address the unique characteristics of legal nonconforming lots in residential zones. (page 27-78)

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT REGULAR COUNCIL MEETINGS:

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

2024 Expenditures

<u>Fund</u>	<u>Sub</u>	<u>#</u>	<u>January</u>	<u>Total</u>	<u>Budget</u>	<u>Remaining</u>	<u>% Expended</u>
General	Legislative	010 0 010	5,991.75	5,991.75	92,712.00	86,720.25	6.46%
	Municipal	010 0 020	5,520.83	5,520.83	95,510.00	89,989.17	5.78%
	Financial	010 0 030	11,604.51	11,604.51	173,011.00	161,406.49	6.71%
	Law Enforcement	010 0 040	95,225.09	95,225.09	1,331,730.00	1,236,504.91	7.15%
	Parks	010 0 060	172.36	172.36	16,765.00	16,592.64	1.03%
	Building/Planning	010 0 070	4,563.59	4,563.59	145,220.00	140,656.41	3.14%
	Non-Departmental	010 0 099	261,822.47	261,822.47	846,459.00	584,636.53	30.93%
General Total		010	384,900.60	384,900.60	2,701,407.00	2,316,506.40	14.25%
Streets		100	17,062.25	17,062.25	239,603.00	222,540.75	7.12%
Building Code		115	1,078.88	1,078.88	47,485.00	46,406.12	2.27%
Visitor Center		120	888.57	888.57	19,629.00	18,740.43	4.53%
Library		130	726.83	726.83	42,291.00	41,564.17	1.72%
Criminal Justice		140	142.50	142.50	1,667.00	1,524.50	8.55%
Local Criminal Justice		145	6,155.63	6,155.63	30,300.00	24,144.37	20.32%
Accumulative Reserve		150	-	-	-	-	0.00%
CDBG Grant/Home Rehab Proj		160	-	-	1,000.00	1,000.00	0.00%
DOT Spoils Site		170	13,693.67	13,693.67	51,590.00	37,896.33	26.54%
Public Works Vehicle Replacement		180	30,000.00	30,000.00	30,000.00	-	100.00%
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	-	-	138,800.00	138,800.00	0.00%
Street Construction		320	-	-	847,000.00	847,000.00	0.00%
Water/Sewer Operating		400	259,687.62	259,687.62	2,198,808.00	1,939,120.38	11.81%
Regional Water System		410	66,266.77	66,266.77	668,814.00	602,547.23	9.91%
Stormwater Management		420	17,695.90	17,695.90	188,682.00	170,986.10	9.38%
Stormwater Capital		425	-	-	155,000.00	155,000.00	0.00%
Regional Water Capital		430	18.38	18.38	72,225.00	72,206.62	0.03%
Muni Water Capital Improvement		435	117,906.70	117,906.70	1,838,700.00	1,720,793.30	6.41%
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	39,838.87	39,838.87	644,100.00	604,261.13	6.19%
Boat Launch Facility		475	1,981.49	1,981.49	1,030,079.00	1,028,097.51	0.19%
Utility Deposit		631	540.00	540.00	12,000.00	11,460.00	4.50%
Transportation Benefit District		632	4,580.00	4,580.00	242,095.00	237,515.00	1.89%
TBD Capital Project		633	-	-	-	-	0.00%
State Custodial Pass-Thru Fund		634	817.51	817.51	24,980.00	24,162.49	3.27%
	Totals		963,982.17	963,982.17	11,226,255.00	10,262,272.83	8.59%
Balance Check			963,982.17	963,982.17	11,226,255.00	10,262,272.83	
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2024 Revenue

Fund	#	January	Total	Budget	Remaining	% Received
General	010	147,009.37	147,009.37	2,081,843.00	1,934,833.63	7.06%
Streets	100	127,488.57	127,488.57	246,200.00	118,711.43	51.78%
Building Code	115	2,405.46	2,405.46	55,000.00	52,594.54	4.37%
Visitor Center	120	1,108.76	1,108.76	16,075.00	14,966.24	6.90%
Library	130	5,924.57	5,924.57	27,450.00	21,525.43	21.58%
Criminal Justice	140	1,186.54	1,186.54	4,000.00	2,813.46	29.66%
Local Criminal Justice	145	5,432.96	5,432.96	58,000.00	52,567.04	9.37%
Accumulative Reserve	150	73.91	73.91	-	(73.91)	0.00%
CDBG Grant/Home Rehab Proj	160	742.63	742.63	-	(742.63)	0.00%
DOT Spoils Site	170	10,000.00	10,000.00	45,000.00	35,000.00	22.22%
Public Works Vehicle Replacement	180	30,003.52	30,003.52	30,000.00	(3.52)	100.01%
Police Vehicle Replacement	185	21,035.19	21,035.19	21,000.00	(35.19)	100.17%
Drug Enforcement	190	10.56	10.56	200.00	189.44	5.28%
Low Income Housing	195	225.25	225.25	3,000.00	2,774.75	7.51%
Swimming Pool Construction	300	475.13	475.13	-	(475.13)	0.00%
REET Capital Fund	310	2,187.67	2,187.67	45,000.00	42,812.33	4.86%
Street Construction	320	-	-	847,000.00	847,000.00	0.00%
Water/Sewer Operating	400	157,830.56	157,830.56	2,043,778.00	1,885,947.44	7.72%
Regional Water System	410	31,826.15	31,826.15	668,814.00	636,987.85	4.76%
Stormwater Management	420	13,778.37	13,778.37	193,014.00	179,235.63	7.14%
Stormwater Capital	425	126.70	126.70	135,000.00	134,873.30	0.09%
Regional Water Capital	430	28,602.32	28,602.32	32,225.00	3,622.68	88.76%
Muni Water Capital Improvement	435	96,316.58	96,316.58	1,113,000.00	1,016,683.42	8.65%
Water Bond Reserve	440	753.19	753.19	-	(753.19)	0.00%
Sewer Bond Reserve	450	1,168.49	1,168.49	-	(1,168.49)	0.00%
Sewer Loan Reserve Fund	460	70.39	70.39	-	(70.39)	0.00%
Short Lived Asset Reserve Fund	463	172.46	172.46	-	(172.46)	0.00%
Emerg Repair/Replace Res Fund	465	-	-	-	-	0.00%
Muni Sewer Cap Impr Reserve	470	100,285.08	100,285.08	646,500.00	546,214.92	15.51%
Boat Launch Facility	475	419.47	419.47	1,033,800.00	1,033,380.53	0.04%
Utility Deposit	631	761.56	761.56	12,000.00	11,238.44	6.35%
Transportation Benefit District	632	11,672.21	11,672.21	150,285.00	138,612.79	7.77%
TBD Capital Project	633	-	-	-	-	0.00%
State Custodial Pass-Through Fund	634	347.76	347.76	24,980.00	24,632.24	1.39%
Totals		799,441.38	799,441.38	9,533,164.00	8,733,722.62	8.39%
Balance Check		799,441.38	799,441.38	9,533,164.00	8,733,722.62	
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2024 Expense/Revenue Comparison

Expenses					Revenue								
Fund	#	Actuals	Budget	% Expended	Actuals	Budget	% Received	Budget Revenue Less	% of Budget	Actual Revenue Less	% of Actual	Actual Revenue Less	Revenue
								Actual Expenses	Expended	Actual Expenses	Expended		
General Total	010	384,900.60	2,701,407.00	14.25%	147,009.37	2,081,843.00	7.06%	1,696,942.40	18.49%	(237,891.23)	261.82%		
Streets	100	17,062.25	239,603.00	7.12%	127,488.57	246,200.00	51.78%	229,137.75	6.93%	110,426.32	13.38%		
Building Code	115	1,078.88	47,485.00	2.27%	2,405.46	55,000.00	4.37%	53,921.12	1.96%	1,326.58	44.85%		
Visitor Center	120	888.57	19,629.00	4.53%	1,108.76	16,075.00	6.90%	15,186.43	5.53%	220.19	80.14%		
Library	130	726.83	42,291.00	1.72%	5,924.57	27,450.00	21.58%	26,723.17	2.65%	5,197.74	12.27%		
Criminal Justice	140	142.50	1,667.00	8.55%	1,186.54	4,000.00	29.66%	3,857.50	3.56%	1,044.04	12.01%		
Local Criminal Justice	145	6,155.63	30,300.00	20.32%	5,432.96	58,000.00	9.37%	51,844.37	10.61%	(722.67)	113.30%		
Accumulative Reserve	150	-	-		73.91	-		-		73.91	0.00%		
CDBG Grant/Home Rehab Proj	160	-	1,000.00	0.00%	742.63	-		-		742.63	0.00%		
DOT Spoils Site	170	13,693.67	51,590.00	26.54%	10,000.00	45,000.00	22.22%	31,306.33	30.43%	(3,693.67)	136.94%		
Public Works Vehicle Replacement	180	30,000.00	30,000.00	100.00%	30,003.52	30,000.00	100.01%	-	100.00%	3.52	99.99%		
Police Vehicle Replacement	185	-	-		21,035.19	21,000.00	100.17%	21,000.00	0.00%	21,035.19	0.00%		
Drug Enforcement	190	-	-		10.56	200.00	5.28%	200.00	0.00%	10.56	0.00%		
Low Income Housing	195	-	-		225.25	3,000.00	7.51%	3,000.00	0.00%	225.25	0.00%		
Swimming Pool Construction	300	-	-		475.13	-		-		475.13	0.00%		
REET Construction	310	-	138,800.00	0.00%	2,187.67	45,000.00	4.86%	45,000.00	0.00%	2,187.67	0.00%		
Street Construction	320	-	847,000.00	0.00%	-	847,000.00	0.00%	847,000.00	0.00%	-			
Water/Sewer Operating	400	259,687.62	2,198,808.00	11.81%	157,830.56	2,043,778.00	7.72%	1,784,090.38	12.71%	(101,857.06)	164.54%		
Regional Water System	410	66,266.77	668,814.00	9.91%	31,826.15	668,814.00	4.76%	602,547.23	9.91%	(34,440.62)	208.21%		
Stormwater Management	420	17,695.90	188,682.00	9.38%	13,778.37	193,014.00	7.14%	175,318.10	9.17%	(3,917.53)	128.43%		
Stormwater Capital	425	-	155,000.00	0.00%	126.70	135,000.00	0.09%	135,000.00	0.00%	126.70	0.00%		
Regional Water Capital	430	18.38	72,225.00	0.03%	28,602.32	32,225.00	88.76%	32,206.62	0.06%	28,583.94	0.06%		
Muni Water Capital Improvement	435	117,906.70	1,838,700.00	6.41%	96,316.58	1,113,000.00	8.65%	995,093.30	10.59%	(21,590.12)	122.42%		
Water Bond Reserve	440	-	-		753.19	-		-		753.19	0.00%		
Sewer Bond Reserve	450	-	-		1,168.49	-		-		1,168.49	0.00%		
Sewer Loan Reserve Fund	460	-	-		70.39	-		-		70.39	0.00%		
Short Lived Asset Reserve Fund	463	-	-		172.46	-		-		172.46	0.00%		
Emerg Repair/Replace Res Fund	465	-	-		-	-		-		-			
Muni Sewer Cap Impr Reserve	470	39,838.87	644,100.00	6.19%	100,285.08	646,500.00	15.51%	606,661.13	6.16%	60,446.21	39.73%		
Boat Launch Facility	475	1,981.49	1,030,079.00	0.19%	419.47	1,033,800.00	0.04%	1,031,818.51	0.19%	(1,562.02)	472.38%		
Utility Deposit	631	540.00	12,000.00	4.50%	761.56	12,000.00	6.35%	11,460.00	4.50%	221.56	70.91%		
Transportation Benefit District	632	4,580.00	242,095.00	1.89%	11,672.21	150,285.00	7.77%	145,705.00	3.05%	7,092.21	39.24%		
TBD Capital Project	633	-	-		-	-		-		-			
State Custodial Pass-Thru Fund	634	817.51	24,980.00	3.27%	347.76	24,980.00	1.39%	24,162.49	3.27%	(469.75)	235.08%		
		963,982.17	11,226,255.00	8.59%	799,441.38	9,533,164.00	8.39%	8,569,181.83	10.11%	(164,540.79)	120.58%		
Balance Check		963,982.17	11,226,255.00		799,441.38	9,533,164.00		8,569,181.83		(164,540.79)			
s/b -0-		-	-		-	-		-		0.00			



Cash and Investment Activity

Period: 2024 - Jan
Period Totals

Fund	Beginning Cash	Beginning Investments	Activity In	Activity Out	Ending Cash	Ending Investments	Ending Balance
010 General Fund	\$311,506.65	\$1,089,340.12	\$184,452.02	\$388,252.31	\$112,528.13	\$1,051,897.47	\$1,164,425.60
011 Petty Cash/Change Fund	\$760.00	\$0.00	\$0.00	\$0.00	\$760.00	\$0.00	\$760.00
100 Street Fund	(\$2,643.95)	\$0.00	\$127,488.57	\$17,062.25	\$107,782.37	\$0.00	\$107,782.37
115 Building Code Account Fund	\$20,504.66	\$59,538.28	\$2,123.90	\$2,965.16	\$19,944.96	\$61,424.56	\$81,369.52
120 Visitor Center Fund	\$4,818.11	\$9,555.86	\$1,059.48	\$2,081.99	\$3,844.88	\$10,749.28	\$14,594.16
130 Library Fund	\$6,677.06	\$17,640.97	\$5,840.10	\$1,513.33	\$11,088.30	\$18,427.47	\$29,515.77
140 Criminal Justice Fund	\$11,331.12	\$28,666.58	\$1,049.28	\$1,420.18	\$11,097.48	\$29,944.26	\$41,041.74
145 Local Criminal Justice Fund	\$24,051.69	\$88,940.23	\$8,379.01	\$6,549.81	\$26,275.07	\$85,994.18	\$112,269.25
150 Accumulative Reserve Fund	\$5,799.34	\$15,435.85	\$0.00	\$688.06	\$5,185.19	\$16,123.91	\$21,309.10
160 CDBG Grant/Home Rehab Project	\$57,320.95	\$154,359.51	\$0.00	\$7,648.12	\$50,415.46	\$162,007.63	\$212,423.09
170 DOT Spoil Site Fund	(\$95,920.30)	\$0.00	\$10,000.00	\$13,693.67	(\$99,613.97)	\$0.00	(\$99,613.97)
180 Public Works Vehicle Replacement	\$699.22	\$735.38	\$30,000.00	\$30,032.14	\$670.60	\$767.52	\$1,438.12
185 Police Vehicle Replacement Fund	\$3,129.30	\$7,350.74	\$21,000.00	\$327.45	\$23,837.04	\$7,678.19	\$31,515.23
190 Drug Enforcement Fund	\$1,102.03	\$2,205.12	\$0.00	\$98.44	\$1,014.15	\$2,303.56	\$3,317.71
195 Low Income Housing Fund	\$17,930.89	\$47,042.93	\$0.00	\$2,096.32	\$16,059.82	\$49,139.25	\$65,199.07
300 Swimming Pool Const Fund, 1987	\$11,654.54	\$123,487.81	\$20,308.81	\$475.13	\$31,963.35	\$103,654.13	\$135,617.48
310 REET Capital Fund	\$5,727.24	\$88,205.87	\$1,754.77	\$6,234.03	\$1,680.88	\$94,439.90	\$96,120.78
320 Street Construction Capital Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
400 Water/Sewer Operating Fund	\$265,223.00	\$695,353.70	\$154,448.29	\$302,197.19	\$120,856.37	\$737,863.27	\$858,719.64
410 Regional Water System Fund	\$168,647.59	\$419,711.49	\$29,756.66	\$98,025.77	\$102,447.97	\$451,470.49	\$553,918.46
420 Stormwater Management Fund	(\$3,153.39)	\$0.00	\$13,778.37	\$17,695.90	(\$7,070.92)	\$0.00	(\$7,070.92)
425 Stormwater Capital Reserve Fund	\$32,450.41	\$4,410.24	\$0.00	\$23,230.46	\$9,346.65	\$27,640.70	\$36,987.35
430 Regional Water Capital Improvement	\$26,379.68	\$66,889.02	\$28,275.00	\$4,535.68	\$50,446.32	\$71,406.32	\$121,852.64
435 Muni Water Capital Improvement	\$81,733.76	\$562,310.02	\$164,158.02	\$120,173.28	\$127,985.08	\$494,468.58	\$622,453.66
440 Water Bond Reserve Fund	\$58,051.48	\$156,564.63	\$0.00	\$7,746.56	\$51,058.11	\$164,311.19	\$215,369.30
450 Sewer Bond Reserve Fund	\$89,509.09	\$242,565.38	\$0.00	\$12,347.11	\$78,330.47	\$254,912.49	\$333,242.96
460 Sewer Loan Reserve Fund	\$6,120.27	\$14,700.48	\$0.00	\$655.91	\$5,534.75	\$15,356.39	\$20,891.14
463 Short Lived Asset Reserve Fund	\$13,860.14	\$35,281.95	\$0.00	\$2,340.51	\$11,692.09	\$37,622.46	\$49,314.55
470 Muni Sewer Capital Imprv Reserve	\$15,872.18	\$65,419.28	\$103,512.28	\$40,123.95	\$79,545.59	\$62,192.08	\$141,737.67
475 Boat Launch Facility Fund	\$5,926.68	\$18,376.35	\$368.35	\$2,065.96	\$4,313.54	\$18,427.47	\$22,741.01
631 Utility Deposit Fund	\$21,801.75	\$58,803.91	\$20.00	\$2,700.65	\$19,402.66	\$61,424.56	\$80,827.22
632 Transportation Benefit District Fund	\$171,034.27	\$0.00	\$11,672.21	\$4,580.00	\$178,126.48	\$0.00	\$178,126.48
633 TBD Capital Project Fund	\$3,456.17	\$0.00	\$0.00	\$0.00	\$3,456.17	\$0.00	\$3,456.17
634 State Custodial Pass-Thru Fund	\$2,041.32	\$0.00	\$347.76	\$817.51	\$1,571.57	\$0.00	\$1,571.57
	\$1,343,402.95	\$4,072,891.70	\$919,792.88	\$1,120,374.83	\$1,161,576.61	\$4,091,647.31	\$5,253,223.92



Investments Activity

Period: 2024 - Jan
Period Totals: Period

Fund	Description	Beginning Balance	Investments Acquired	Liquidated	Reinvested Interest	Ending Balance
010	General Fund	\$1,089,340.12	\$0.00	\$42,264.42	\$4,821.77	\$1,051,897.47
011	Petty Cash/Change Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100	Street Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
115	Building Code Account Fund	\$59,538.28	\$1,604.72	\$0.00	\$281.56	\$61,424.56
120	Visitor Center Fund	\$9,555.86	\$1,144.14	\$0.00	\$49.28	\$10,749.28
130	Library Fund	\$17,640.97	\$702.03	\$0.00	\$84.47	\$18,427.47
140	Criminal Justice Fund	\$28,666.58	\$1,140.42	\$0.00	\$137.26	\$29,944.26
145	Local Criminal Justice Fund	\$88,940.23	\$0.00	\$3,340.23	\$394.18	\$85,994.18
150	Accumulative Reserve Fund	\$15,435.85	\$614.15	\$0.00	\$73.91	\$16,123.91
160	CDBG Grant/Home Rehab Project	\$154,359.51	\$6,905.49	\$0.00	\$742.63	\$162,007.63
170	DOT Spoil Site Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
180	Public Works Vehicle Replacement	\$735.38	\$28.62	\$0.00	\$3.52	\$767.52
185	Police Vehicle Replacement Fund	\$7,350.74	\$292.26	\$0.00	\$35.19	\$7,678.19
190	Drug Enforcement Fund	\$2,205.12	\$87.88	\$0.00	\$10.56	\$2,303.56
195	Low Income Housing Fund	\$47,042.93	\$1,871.07	\$0.00	\$225.25	\$49,139.25
300	Swimming Pool Const Fund, 1987	\$123,487.81	\$0.00	\$20,308.81	\$475.13	\$103,654.13
310	REET Capital Fund	\$88,205.87	\$5,801.13	\$0.00	\$432.90	\$94,439.90
320	Street Construction Capital Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
400	Water/Sewer Operating Fund	\$695,353.70	\$39,127.30	\$0.00	\$3,382.27	\$737,863.27
410	Regional Water System Fund	\$419,711.49	\$29,689.51	\$0.00	\$2,069.49	\$451,470.49
420	Stormwater Management Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
425	Stormwater Capital Reserve Fund	\$4,410.24	\$23,103.76	\$0.00	\$126.70	\$27,640.70
430	Regional Water Capital Improvement	\$66,889.02	\$4,189.98	\$0.00	\$327.32	\$71,406.32
435	Muni Water Capital Improvement	\$562,310.02	\$0.00	\$70,108.02	\$2,266.58	\$494,468.58
440	Water Bond Reserve Fund	\$156,564.63	\$6,993.37	\$0.00	\$753.19	\$164,311.19
450	Sewer Bond Reserve Fund	\$242,565.38	\$11,178.62	\$0.00	\$1,168.49	\$254,912.49
460	Sewer Loan Reserve Fund	\$14,700.48	\$585.52	\$0.00	\$70.39	\$15,356.39
463	Short Lived Asset Reserve Fund	\$35,281.95	\$2,168.05	\$0.00	\$172.46	\$37,622.46
470	Muni Sewer Capital Imprv Reserve	\$65,419.28	\$0.00	\$3,512.28	\$285.08	\$62,192.08
475	Boat Launch Facility Fund	\$18,376.35	\$0.00	\$33.35	\$84.47	\$18,427.47
631	Utility Deposit Fund	\$58,803.91	\$2,339.09	\$0.00	\$281.56	\$61,424.56
632	Transportation Benefit District Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
633	TBD Capital Project Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
634	State Custodial Pass-Thru Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$4,072,891.70	\$139,567.11	\$139,567.11	\$18,755.61	\$4,091,647.31

City of Castle Rock, Washington
Nonconforming Lot Development Moratorium Extension
Public Comment Period / Notice of Public Hearing
Published: February 10th, 2024

The Castle Rock City Council will hold a public hearing for consideration of a six-month extension of the temporary moratorium on the acceptance of applications for development activities or other permit applications for nonconforming lots in residential zones. This notice is provided to inform the community of the pending hearing as required by RCW 35.63.200. **The public hearing has been scheduled to be held during the regular meeting of the Castle Rock City Council on Monday, February 26th, 2024 starting at 7:30 PM.** The City Council meetings are conducted at the Castle Rock Senior Center, 222 Second Ave SW, Castle Rock, Washington. Virtual connection information will be posted online and included on the agenda.

Any interested party is invited to attend the public hearing and offer testimony or submit comments in writing to the City. **Written comments must be received by 5:00 pm, February 22nd, 2024.**

All written comments may be submitted one of three ways:

Mail – City of Castle Rock, Attention: Karlene Akesson, PO Box 370, Castle Rock, WA 98611

In-Person – City of Castle Rock, Attention: Karlene Akesson, 141 A Street SW, Castle Rock, WA 98611

Email – kakesson@ci.castle-rock.wa.us and include “2024/02/10 Public Hearing” in the subject line.

Published: The Daily News, February 10, 2024

ORDINANCE NO. 2024-01

AN ORDINANCE OF THE CITY OF CASTLE ROCK GRANTING ASTOUND BROADBAND, LLC, A NON-EXCLUSIVE FRANCHISE FOR THE TRANSMISSION OF TELECOMMUNICATIONS IN, THROUGH, OVER AND UNDER THE RIGHTS-OF-WAY OF THE CITY OF CASTLE ROCK.

WHEREAS, Astound Broadband, LLC, a Washington limited liability company, (“Grantee”) has requested that the City grant it the right to install, operate and maintain a fiber optic-based telecommunications system within the public Rights-of-Way of the City; and

WHEREAS, the City Council finds it desirable for the welfare of the City and its residents that such a non-exclusive franchise be granted to Grantee; and

WHEREAS, the City Council has the authority under state law to grant franchises for the use of its Rights-of-Way; and

WHEREAS, the City is willing to grant the rights requested by Grantee subject to certain terms and conditions.

NOW, THEREFORE, the City Council of the City of Castle Rock does ordain as follows:

Section 1. Definitions. Where used in this Ordinance and the franchise granted hereby (the “Franchise”) these terms have the following meanings:

- A. “Affiliate” means an entity which owns or controls, is owned or controlled by, or is under common ownership with Grantee.
- B. “City” means the City of Castle Rock, a municipal corporation of the State of Washington.
- C. “Emergency Situation” means an emergency involving likely loss of life or substantial property damage as determined by City in good faith.
- D. “Facilities” means Grantee’s fiber optic cable system constructed and operated within the City’s Rights-of-Way, and shall include all cables, wires, conduits, ducts, pedestals and any associated converter, equipment or other facilities within the City’s Rights-of-Way, designed and constructed for the purpose of providing Telecommunications Service and other lawful services not prohibited by this Ordinance.
- E. “Franchise” shall mean the initial authorization or renewal thereof, granted by the City, through this Ordinance, or a subsequently adopted Ordinance, which authorizes construction and operation of the Grantee’s Facilities for the purpose of offering Telecommunications Service and other lawful services not prohibited by this Ordinance.
- F. “Franchise Area” means the present municipal boundaries of the City, and shall include any additions thereto by annexation or other legal means.

- G. "Grantee" or "Franchisee" means Astound Broadband LLC, a Washington Limited Liability Corporation, and the lawful successors, transferees, or assignees thereof.
- H. "Grantor" means the City of Castle Rock, a municipal corporation of the State of Washington.
- I. "Gross Revenues" means all amounts earned by the Grantee, less bad debts, derived from the operation of Grantee's System to provide services within the Franchise Area. "Gross Revenues" shall include amounts for all services, including without limitation, and all other revenues derived from the operation of Grantee's System to provide communication services, regardless of whether initially recorded to another entity and however characterized. However, any sales, excise or other taxes or fees levied directly upon subscribers by a local, state, or federal government and collected by the Grantee for direct pass through to such government shall not be included in "Gross Revenues". Subject to the limits and restrictions of federal and state law, the amounts of franchise fees paid by the Grantee shall not be excluded from gross revenues. "Gross Revenues", however, shall not be double counted. Revenues of both Grantee and an affiliate that represent a transfer of funds between the Grantee and the affiliate, and that would otherwise constitute Gross Revenues of both the Grantee and the Affiliate, shall be counted only once for purposes of determining Gross Revenues.
- J. "Person" means an individual, partnership, association, joint stock company, trust, corporation, limited liability company or governmental entity as defined by Washington state law.
- K. "Record" means written or graphic materials, however produced or reproduced, or any other tangible permanent record, including without limitation, all letters, correspondence, memoranda, minutes, notes, summaries or accounts of telephone conversations, opinions or reports of consultants or experts, invoices, billings, statements of accounts, studies, appraisals, analyses, contracts, agreements, charts, graphs, magnetic and laser disk files, and photographs, to the extent related to the enforcement or administration of this Franchise.
- L. "Resident" means any natural person residing within the franchise area.
- M. "Rights-of-Way" means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, rights of way and similar public areas within the City.
- N. "Section" means any section, subsection or provision of this Franchise Agreement.
- O. "Telecommunications Service" means any telecommunications service, telecommunications capacity, or dark fiber, provided by the Grantee using its Facilities, either directly or as a carrier for its Affiliates, or any other Person engaged in Telecommunications Services, including, but not limited to, the transmission of voice, data or other electronic information, facsimile reproduction, burglar alarm monitoring, meter reading and home shopping, or other subsequently developed technology that carries a signal over Grantee's fiber optic cable. Telecommunications Service shall also include

non-switched, dedicated and private line, high capacity fiber optic transmission services to firms, businesses or institutions within the City and other lawful services not prohibited by this Ordinance. However, Telecommunications Service shall not include the provision of “cable services”, as defined by 47 U.S.C. §522, as amended, for which a separate franchise would be required.

- P. “Year” means a full twelve-month calendar year, unless designated otherwise, such as a “fiscal year”.

Section 2. Franchise Area and Authority Granted.

- A. Facilities within Franchise Area. The City does hereby grant to Grantee the right, privilege, authority and franchise to construct, support, attach, connect and stretch Facilities between, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along and across Rights-of-Way in the Franchise Area for purposes of telecommunications service defined in RCW 82.04.065.
- B. Permission Required to Enter Onto Other City Property. Nothing contained in this Ordinance is to be construed as granting permission to Grantee to go upon any other public place other than said Rights-of-Way within the Franchise Area in this Ordinance. Permission to go upon any other property owned or controlled by the City must be obtained on a case by case basis from the City.
- C. Compliance with WUTC Regulations. At all times during the term of the Franchise, Grantee shall fully comply with all applicable regulations of the Washington Utilities and Transportation Commission.

Section 3. Construction and Maintenance.

- A. Grantee’s Facilities shall be located, relocated and maintained within the Rights-of-Way in accordance with RCW 35A.47.040 Franchises and permits – Streets and public ways , so as not to unreasonably interfere with the free and safe passage of pedestrian and vehicular traffic and ingress or egress to or from the abutting property and in accordance with the laws of the State of Washington. Whenever it is necessary for Grantee, in the exercise of its rights under the Franchise, to make any excavation in the Rights-of-Way, Grantee shall obtain prior written approval from the City of Castle Rock Public Works Department, pay any applicable permit fees, and obtain any necessary permits for the excavation work pursuant to CRMC. Upon completion of such excavation, Grantee shall restore the surface of the Rights-of-Way to the specifications established within the City of Castle Rock Development Policies and Public Works Standards. If Grantee should fail to leave any portion of the excavation in a condition that meets the City’s specifications per the City of Castle Rock Development Policies and Public Works Standards, the City may, on five (5) days’ notice to Grantee, which notice shall not be required in case of an Emergency Situation, cause all work necessary to restore the excavation to a safe condition. Grantee shall pay to the City the reasonable cost of such work; which shall include, among other things,

the City's overhead in obtaining completion of said work (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).

- B. Any surface or subsurface failure occurring during the term of this Agreement caused by any excavation by Grantee shall be repaired to the City's Specifications, within thirty (30) days, or, upon five (5) days' written notice to Grantee, which notice shall not be required in case of an Emergency Situation, City may cause all work necessary to restore the failure to a safe condition. Grantee shall pay to the City the reasonable cost of such work; which shall include, among other things, the City's overhead in obtaining completion of said work (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).
- C. In the event of an Emergency Situation, Grantee may commence such emergency and repair work as required under the circumstances, provided that Grantee shall notify the City Public Works Director in writing as promptly as possible before such repair or emergency work commences, or as soon thereafter as possible, if advanced notice is not reasonably possible. The City may act, at any time, without prior written notice in the case of an Emergency Situation, but shall notify Grantee in writing as promptly as possible under the circumstances.
- D. Grantee agrees that if any of its actions under the Franchise materially impair or damage any City property, survey monument, or property owned by a third-party, Grantee will restore in a timely manner, at its own cost and expense, the impaired or damaged property to the same condition as existed prior to such action. Such repair work shall be performed and completed to the reasonable satisfaction of the Public Works Director.

Section 4. Location and Relocation of Facilities.

- A. Grantee shall place any new Facilities underground where existing telecommunications and cable facilities are located underground. Any new facilities to be located above-ground shall be placed on existing utility poles. No new utility poles shall be installed in connection with placement of new above-ground Facilities.
- B. Grantee recognizes the need for the City to maintain adequate width for installation and maintenance of sanitary sewer, water and storm drainage utilities owned by the City and other public utility providers. Thus, the City reserves the right to maintain clear zones within the public right-of-way for installation and maintenance of said utilities. The clear zones for each Right-of-Way segment shall be noted and conditioned with the issuance of each Right-of-Way permit. If adequate clear zones are unable to be achieved on a particular Right-of-Way, Grantee shall locate in an alternate Right-of-Way, obtain easements from private property owners, or propose alternate construction methods which maintain and/or enhance the existing clear zones.
- C. Except as otherwise required by law, Grantee agrees to relocate, remove or reroute its Facilities as ordered by the City, at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Pursuant to the provisions of Section 5, Grantee

agrees to protect and save harmless the City from any third-party claims for service interruption or other losses in connection with any such change or relocation other than City's negligence or willful misconduct.

- D. If the City determines that a project necessitates the relocation of the Grantee's existing Facilities, then:
1. Within a reasonable time, which shall be not less than sixty (60) calendar days prior to the commencement of the project, the City shall provide the Grantee with written notice requiring relocation; provided that in the event of an Emergency Situation beyond the control of the City and which will result in severe financial consequences to the City or its citizens or businesses, the City shall give the Grantee written notice as soon as practicable;
 2. The city shall provide the Grantee with copies of information for such improvement project so that Grantee may relocate its Facilities in other Rights-of-Way in order to accommodate the project; and
 3. The Grantee shall complete relocation of its Facilities at no charge or expense to the City so as to accommodate the project. In the event of an Emergency Situation as described in this Section, the Grantee shall relocate its Facilities within the reasonable time period specified by the City.
- E. The Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise the Grantee in writing if one or more of the alternatives are suitable to accommodate the work, which would otherwise necessitate relocation of the Facilities. If so requested by the City, the Grantee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the Grantee full and fair consideration, within a reasonable time, so as to allow for the relocation work to be performed in a timely manner. In the event the City ultimately determines that there is no other reasonable alternative, the Grantee shall relocate its Facilities as otherwise provided in this Section.
- F. The provisions of this Section shall in no manner preclude or restrict the Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any Person or entity other than the City, where the Facilities to be constructed by said Person or entity are not or will not become City-owned, operated or maintained Facilities; provided, that such arrangements shall not unduly delay a City construction project.
- G. The Grantee shall indemnify, hold harmless and pay the costs of defending the City against any and all third party claims, suits, actions, damages, or liabilities for delays on City construction projects caused by or arising out of the failure of the Grantee to relocate its Facilities in a timely manner; provided, that the Grantee shall not be responsible for damages due to delays caused by the City.

- H. In the event that the City orders the Grantee to relocate its Facilities for a project which is primarily for private benefit, the private party or parties causing the need for such project shall reimburse the Grantee for the cost of relocation in the same proportion as their contribution to the total cost of the project.
- I. In the conduct of its business, it may be necessary for Grantee to trim trees or other vegetation in order to provide space for its facilities. Except in an emergency, tree or vegetation trimming shall be done only in accordance with the ordinances and other rules and regulations of Grantor. And if the tree or vegetation is located on private property, with the written permission of the owner of the property on which the tree or vegetation stands.
- J. In accordance with standard construction practices, the Grantee agrees to maintain a membership with the local underground utility council and other similar organization for the life of this agreement.
- K. In the event of an unforeseen Emergency Situation that creates a threat to public safety, health or welfare, the City may require the Grantee to relocate the Grantee's Facilities at Grantee's own expense, any other portion of this Section notwithstanding.

Section 5. Indemnification.

- A. Grantee shall indemnify, defend and hold the City, its agents, officers, employees, volunteers and assigns harmless from and against any and all third party claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and reasonable attorney's fees, made on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, operation or maintenance of its Facilities or in exercising the rights granted Grantee in the Franchise; provided, however, such indemnification shall not extend to injury or damage caused by the negligence or willful misconduct of the City, its agents, officers, employees, volunteers or assigns.
- B. In the event any such claim or demand be presented to or filed with the City, the City shall promptly notify Grantee thereof (and in any event prior to the date that Grantee's rights to defend such claim or demand would be prejudiced), and Grantee shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand, provided further, that in the event any suit or action be begun against the City based upon any such claim or demand, the it shall likewise promptly notify Grantee thereof, and Grantee shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election.

Section 6. Default.

- A. If Grantee shall fail to comply with any of the provisions of the Franchise, unless otherwise provided in the Franchise, the City will serve upon Grantee a written order to comply within thirty (30) days from the date such order is received by Grantee. If Grantee is not in compliance with the Franchise after expiration of the thirty (30) day

period, the City may act to remedy the violation and may then charge the reasonable costs and expenses of such action to Grantee. The City may act without the thirty (30) day notice in case of an Emergency Situation. If any failure to comply with the Franchise by Grantee cannot be corrected with due diligence within said thirty (30) day period, then the time within which Grantee may so comply shall be extended for such time as may be reasonably necessary and so long as Grantee works promptly and diligently to effect such compliance. During such a period, if Grantee is not in compliance with the Franchise, and is not proceeding with due diligence in accordance with this section to correct such failure to comply, then the City may in addition, by ordinance and following written notice to Grantee, declare an immediate forfeiture of the Franchise and all of Grantee's rights and obligations thereunder.

- B. In addition to other remedies provided in this Franchise or otherwise available at law, if Grantee is not in compliance with requirements of the Franchise, and if a good faith dispute does not exist concerning such compliance, the City may place a moratorium on issuance of pending Grantee Right-of-Way use permits until compliance is achieved.

Section 7. Nonexclusive Franchise. The Franchise granted by this ordinance is not and shall not be deemed to be an exclusive franchise. The Franchise granted by this Ordinance shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area. The Franchise granted by this Ordinance shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

Section 8. Franchise Term.

- A. The Franchise is and shall remain in full force and effect for a period of ten (10) years from and after the effective date of this ordinance, provided that the term may be extended for an additional five (5) years upon the agreement of Grantee and the City ; and provided further, however, Grantee shall have no rights under the Franchise nor shall Grantee be bound by the terms and conditions of the Franchise unless Grantee shall, within thirty (30) days after the effective date of this Ordinance, file with the City its written acceptance of the Franchise, in a form acceptable to the City attorney.
- B. If the City and Grantee fail to formally renew the Franchise prior to the expiration of its term or any extension thereof, the Franchise shall automatically continue in full force and effect until renewed or until either party gives written notice at least one hundred twenty (120) calendar days in advance of intent not to renew the Franchise.

Section 9. Compliance with Codes and Regulations.

- A. The rights, privileges and authority herein granted are subject to and governed by this Ordinance, the applicable laws of the State of Washington and the applicable laws of the United States, and all other applicable ordinances and codes of the City of Castle Rock, as they now exist or may hereafter be amended. Nothing in this ordinance limits the City's lawful power to exercise its police power to protect the safety and welfare of

- the general public. Any location, relocation, erection or excavation by Grantee shall be performed by Grantee in accordance with applicable federal, state and city rules and regulations, including the City's Public Works policies and standard plans, and any required permits, licenses or posted fees, and applicable safety standards then in effect.
- B. In the event that any territory served by Grantee is annexed to the City after the effective date of the Franchise, such territory shall be governed by the terms and conditions contained herein upon the effective date of such annexation.

Section 10. Compensation.

- A. The City acknowledges that Washington law currently limits the tax the City may impose on Grantee's activities hereunder to 6% of revenue derived from the provision of network telephone service (i.e., "telephone business" as defined in RCW 82.16.010) and that the federal Internet Tax Freedom Act prohibits the imposition of a tax or other fee on revenue derived by Grantee from Grantee's provision of Internet access services. Grantee agrees that if federal or Washington law is changed, Grantee, following not less than ninety (90) days written notice from the City, will negotiate in good faith with the City to amend the Franchise to expand the revenue base on which such tax is applied. In lieu of all or part or none of the above tax, Grantee may provide telecommunications or other services to the City.
- B. Utility Tax in lieu of Franchise Fee: As compensation for the franchise to be granted and in consideration of permission to use the streets and public ways of the Grantor for the construction, operation, and maintenance of a communication system within the franchise area, the Grantee shall pay to Grantor an amount equal to six percent (6%) of the gross receipts as defined herein, which is a utility tax on the Grantee's Gross Revenues. Grantee agrees that if federal or Washington law is changed, Grantee, following not less than ninety (90) days written notice from the City, will negotiate in good faith with the City to amend the Franchise to expand the revenue base on which such tax is applied. In-lieu of all or part or none of the above tax, Grantee may provide telecommunications or other services to the City. Any agreement for the provision of such services will be as mutually agreed by the parties in separate documentation and the offset value of any such services provided to the City will be determined based on the standard rates Grantee charges to third-party customers for substantially equivalent services. Such document, Supplemental Agreement, Exhibit "A" is attached that would act as "in-lieu of the" 6% of revenue derived from the provision of network telephone service (i.e., "telephone business" as defined in RCW 82.16.010) and that the federal Internet Tax Freedom Act prohibits the imposition of a tax or other fee on revenue derived by Grantee from Grantee's provision of Internet access services.
- C. Payment of Utility Taxes:
1. Payments due under this provision shall be computed and paid quarterly for the preceding quarter, as of March 31, June 30, September 30 and December 31. Each quarterly payment shall be due and payable sixty (60) days after the end of the quarter. A quarterly report shall be made and shall contain

the relevant facts necessary for the Grantor to verify the amounts of the payments. The Grantor shall have the right to specify the initial form of reports accompanying utility tax payments. Payment for any utility tax, or portion thereof, due under the Grantee's previous franchise, or any extensions of the same, or the time between the last effective date of such prior franchise or extensions thereof to the effective date of this franchise, shall be made in one lump sum no later than sixty (60) days following the effective date of this franchise.

2. No acceptance of any payment shall be construed as Grantor's accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim Grantor may have for further or additional sums payable under the provisions of this franchise. All amounts paid shall be subject to audit and re-computation by Grantor.

Section 11. Undergrounding. New Facilities shall be installed underground pursuant to Section 4 of the Franchise. Grantee acknowledges the City's policy of undergrounding of Facilities within the Franchise Area. Grantee will cooperate with the City in the undergrounding of Grantee's existing Facilities within the Franchise Area. If the during the term of the Franchise, the City shall direct Grantee to underground Facilities within any Franchise Area, such undergrounding shall be at no cost to the City except as may be provided in RCW Chapter 35.99. Grantee shall comply with all federal, state, and City regulations on undergrounding. If the City undertakes any street improvement which would otherwise require relocation of Grantee's above-ground Facilities, the City may, by written notice to Grantee, direct that Grantee convert any such Facilities to underground Facilities. All underground cable or wire must be a minimum of 30 inches below grade and a 2 feet horizontal and vertical separation from any existing utility.

Section 12. Record of Installations and Service.

- A. With respect to excavations by Grantee and the City within the Franchise Area, Grantee and the City shall each comply with its respective obligations pursuant to Chapter 19.122 RCW and any other applicable state or federal law.
- B. Upon written request of the City, Grantee shall provide the City with the most recent update available of any plan of potential improvements to its Facilities within the Franchise Area; provided, however, any such plan so submitted shall be for informational purposes within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.
- C. As-built drawings and maps of the precise location of any Facilities placed by Grantee in any Rights-of-Way shall be made available by Grantee to the City within ten (10) working days of the City's written request. These plans and maps shall be provided at no cost to the City and shall include hard copies and/or digital copies in a format commonly used in the telecommunications industry, Cowlitz County and City of Castle Rock G.I. S. systems.

- D. In addition to all rights granted under Section 11 €, the Grantor shall have the right to perform, or cause to have performed, a formal audit or review of the Grantee's books and records, and for the specific purposes of a bona fide enforcement effort being conducted by the Grantor, the books and records of Grantee for the purpose of determining the gross receipts of the Grantee generated in any manner through the operation of the cable system to provide Cable Services under this franchise and the accuracy of amounts paid as franchise fees to the Grantor by the Grantee, provided that any audit or review must be commenced not later than three (3) years after the date on which franchise fees for any period being audited or reviewed were due. The cost of any such audit or review shall be borne by the Grantor, except that if through the audit or review it is established that the Grantee has made underpayment of three percent (3%) or more in franchise fees than required by this franchise, then the Grantee shall, within thirty (30) calendar days of being requested to do so by the Grantor, reimburse the Grantor for the actual cost of the audit or review. In any case of underpayment of franchise fees, the Grantee shall pay 12 percent interest on all amounts underpaid.
- E. The Grantor or its representatives shall have the right to inspect all construction or installation work performed pursuant to the provision of this and any previous franchise agreement and to make such tests as it shall find necessary to ensure compliance with the terms of this franchise and other pertinent provisions of law.
- F. The Grantee shall not hinder the Grantor's lawful intervention in any suit or proceeding to which the Grantee is party which may have an effect upon the construction, upgrade, maintenance or operation of the system.

Section 13. Shared Use of Excavations and Trenches.

- A. Pursuant to RCW 35.99.070, the City may request that Grantee install additional conduit, ducts and related access structures for the City pursuant to contract, under which Grantee shall recover its incremental costs of providing such facilities to the City.
- B. The City reserves the right not to allow open trenching.
- C. The City reserves the right to require Grantee to joint trench with other franchisees, if both entities are anticipating trenching within the same franchise area and provided that the terms of this Section are met.

Section 14. Insurance.

- A. Grantee shall procure and maintain for the duration of the Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work under the Franchise by Grantee, its agents, representatives or employees in the amounts and types set forth below:
 - 1. Commercial General Liability insurance with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate, combined single limit for bodily injury (including death) and property damage, including premises

operation, products and completed operations and explosion, collapse and underground coverage extensions;

2. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$3,000,000 for each accident for bodily injury and property damage; and
 3. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000 for each accident/disease/policy limit or as required by law.
- B. Grantee's insurance coverage shall be primary insurance as respects the City's policy. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of Grantee's insurance and shall not be required to contribute with it.
- C. Grantee shall furnish the City with certificates of the foregoing insurance coverage or a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement.
- D. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to prior approval by the City.
- E. Grantee's maintenance of insurance as required by the Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 15. Assignment.

- A. All of the provisions, conditions, and requirements herein contained shall be binding upon Grantee, and no right, privilege, license or authorization granted to Grantee hereunder may be assigned or otherwise transferred without the prior written authorization and approval of the City, which the City may not unreasonably withhold. Notwithstanding the foregoing, Grantee, without the consent of, but upon notice to the City, may assign this agreement in whole or in part to: (a) an Affiliate (as defined in this Ordinance); or (b) a lender for security purposes only.
- B. Grantee may lease the Facilities or any portion thereof to another or provide capacity or bandwidth in its Facilities to another, *provided that*: Grantee at all times retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its Facilities pursuant to the terms and conditions of the Franchise.
- C. The Grantee shall promptly notify the Grantor of any proposed change in, transfer of, or acquisition by any other party of control of the Grantee. If beneficial ownership of fifty percent (50%) or more of the stock of the Grantee, or of the majority of the stock of any parent company of the Grantee immediate or otherwise, or of any entity now owning or later acquiring such beneficial interest is acquired by or agent of common

control is other than an organization with majority of its beneficial ownership held by the Grantee or a parent of the Grantee, then a change in control will be deemed to have taken place unless the Grantor, upon request of the Grantee, finds otherwise. Such change in control shall make this Franchise subject to revocation unless and until the Grantor shall have given written consent thereto.

If the Grantee desires to operate the franchise under a change of control, the Grantee shall give the Grantor prior written notice of the proposed change, and shall request approval of the change by the Grantor. The Grantor shall have 120 days to act upon the request, following the receipt of the request, as well as all information required in writing by the Grantor prior to or subsequent to the request for approval. If the Grantor fails to render a final decision on the request within 120 days after receiving the request for approval and all such information, the request shall be deemed granted unless the Grantee and the Grantor agree to an extension of time.

For the purpose of determining whether it will consent to such change, transfer, or acquisition of control, Grantor may inquire into the qualifications of the prospective controlling party to perform the obligations of the Grantee under this Franchise Agreement. The Grantee shall assist Grantor in any such inquiry. Consent to the change of control shall not be unreasonably withheld.

Section 16. Abandonment and Removal of Facilities. Upon the expiration, termination, or revocation of the rights granted under the Franchise, the Grantee shall remove all of its Facilities from the Rights-of-Way of the City within ninety (90) calendar days of receiving notice from the City's Public Works Director; *provided however*, that the City may permit the Grantee's improvements to be abandoned in place in such a manner as the City may prescribe. Upon permanent abandonment, and Grantee's agreement to transfer ownership of the Facilities to the City, the Grantee shall submit to the City a proposal and instruments for transferring ownership to the City. Any such Facilities which are not permitted to be abandoned in place which are not removed within ninety (90) calendar days of receipt of said notice shall automatically become the property of the City; *provided however*, that nothing contained within this Section shall prevent the City from compelling the Grantee to remove any such Facilities through judicial action when the City has not permitted the Grantee to abandon said Facilities in place. The City may remove any abandoned facility, such as, but not limited to; cables, wires, conduits, ducts, pedestals and any associated converter, equipment or other facilities within the City's Rights-of-Way within and charge the Grantee for such service plus overhead, not to exceed 5% if the Grantee is unwilling or cannot remove the abandoned facility for any reason with the allocated ninety (90) calendar days of written notice by the City.

Section 17. Miscellaneous.

- A. If any term, provision, condition or portion of this Ordinance shall be held to be invalid; such invalidity shall not affect the validity of the remaining portions of this Ordinance which shall continue in full force and effect. The headings of sections and paragraphs of this Ordinance are for convenience of reference only and are not intended to restrict,

affect, or be of any weight in the interpretation or construction of the provisions of such sections of paragraphs.

- B. Grantee shall pay for the City's reasonable administrative costs in drafting and processing this Ordinance and all work related thereto, which payment shall not exceed \$5,000. Grantee shall further be subject to all published permit fees associated with activities and the provisions of any such permit, approval, license, agreement of other document, the provisions of the Franchise shall control.
- C. Failure of the City to declare any breach or default under this Franchise or any delay in taking action shall not waive such breach or default, but the City shall have the right to declare any such breach or default at any time. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.
- D. Notwithstanding anything to the contrary herein, any determination by the City with respect to matters contained in this Ordinance and matters related to the Franchise shall be made in accordance with applicable federal law, including without limitation any applicable rules and regulations promulgated by the Federal Communications Commission, applicable state law and in a reasonable and non-discriminatory manner.
- E. In the event that Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason(s) beyond the reasonable control of Grantee, then Grantee's performance shall be excused during the force majeure occurrence. Grantee shall not be excused by mere economic hardship or by misfeasance or malfeasance of its directors, officers or employees. Events beyond Grantee's reasonable control include, but are not limited to, Acts of God, war, acts of domestic terrorism or violence, civil commotion, labor disputes, strikes, earthquakes, fire, flood or other casualty, shortages of labor or materials, government regulations or restrictions and extreme weather conditions. Franchisee shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a force majeure event.

Section 18. Notice. Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

City:

City of Castle Rock
Public Works Director
PO Box 370
Castle Rock, WA 98611

Grantee:

Astound Broadband, LLC
650 College Road East
Suite 3100
Princeton, NJ 08540
Attn: Joseph Kahl, VP Regulatory and
Public Affairs

Notice shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

Section 19. Effective Date. This Ordinance, being in compliance with RCW 35A.47.040, shall be in force and effect five (5) days from and after its passage by the Castle Rock City Council and publication pursuant to RCW 35A.12.160 Publication of ordinances or summary – Public notice of hearings and meeting agendas in the summary form attached to the original of this ordinance and by this reference approved by the City Council.

Passed by majority vote of the Castle Rock City Council in open meeting this ____ day of _____, 2024.

Signed in authentication thereof this ____ day of _____, 2024.

MAYOR

Attest:

City Clerk

Approved as to Form:

City Attorney

Astound franchise supplemental agreement, Exhibit "A"

City of Castle Rock agrees not to charge Astound a franchise fee for the term of the franchise and any extensions thereof, in-lieu of the following considerations:

1. Astound shall increase the DIA circuit at City Hall, 141 A Street SW, from 25Mbps to 1Gig. The rate shall stay the same, i.e. \$99.00 a month, for the term of the franchise and any extensions thereof.
2. Astound shall increase the point-to-point connection from the Library, 137 Cowlitz Street West, to City Hall from 1.5Mbps to 200Mbps. This would require the Port to be increased to 1Gig. There will be no charge for this circuit, or the increased Port and the \$99/month rate will stay the same for the term of the franchise and any extensions thereof.
3. The DIA at the Visitor Center, 890 Huntington Ave. North, will stay at 75Mbps, the rate will remain at \$149.00 a month for the term of the franchise and any extensions thereof.
4. Provide a new point of connection to the 1200 block of Mt. St. Helens Way N.E. at 200Mbps for the Uptown WI-FI. There will be no monthly charge for this circuit for the term of the franchise. City shall pay \$3,000 (including taxes and/or any other fees) and provide the excavation, work force, conduit cost and installation to connect this circuit to the City's WI-FI system.
5. The point-to-point connection from the Longview Justice Center to City Hall will increase to 50 Mbps, the rate shall stay at \$99.00 a month for the term of the franchise and any extensions thereof.
6. Astound shall upgrade all the fiber equipment, including phones, at each of the following 9 locations, at no charge to the City:
 - a. 2 - City Hall / Police Department, 141 A Street SW
 - b. Library, 137 Cowlitz Street West
 - c. Visitor Center, 890 Huntington Ave. North
 - d. Public Works facility, 360 A Street SW
 - e. Public Works, 302 Cowlitz Street West
 - f. Waste Water Treatment Facility, 215 Michner Street SW
 - g. Water Treatment Plant, 302 Cowlitz Street SW
 - h. Longview Justice Center, 312 1st Ave, Kelso, WA

7. Astound agrees to provide up to 5 additional phones and service for the City at no additional cost for the term of the franchise and any extensions thereof.
8. Upgrade of 100Mbps at each of the sites at 5 years with no additional cost. This would not apply to the 1 Gig connection to City Hall.
9. All other circuits would remain as is, both for bandwidth and at no charge.
10. The City shall have the option to "upgrade" any existing circuits at a 50% discount from standard rates, (which will be provided).
11. No change will occur to the phone service or cost for the term of the franchise or any extension thereof.

ORDINANCE NO. 2024-02

AN ORDINANCE RENEWING FOR AN ADDITIONAL SIX MONTHS THE SIX-MONTH MORATORIUM ESTABLISHED IN ORDINANCE NO. 2023-04 AND EXTENDED IN ORDINANCE NO. 2023-08 ON THE ACCEPTANCE OF APPLICATIONS FOR DEVELOPMENT ACTIVITIES OR OTHER PERMIT APPLICATIONS FOR NONCONFORMING LOTS IN RESIDENTIAL ZONES

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

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

WHEREAS, the City Council adopted Ordinance No. 2023-08 on September 11, 2023, declaring an emergency and extending for another six months the moratorium on the acceptance of applications for development activities or other permit applications for nonconforming lots in residential zones; and

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

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

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

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

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

SECTION 3. Renewal of Moratorium. As authorized by the Growth Management Act, RCW 36.70A.390, and the Planning and Zoning Enabling Act, RCW 35A.63.220, renewal of the moratorium established in Ordinance No. 2023-04 and extended in Ordinance 2023-08 declaring an emergency and imposing a moratorium on the acceptance of applications for development activities or other permit applications for nonconforming lots in residential zones is hereby extended for an additional six months.

SECTION 4. Effective Period. The moratorium established by this Ordinance shall continue for an additional six-month period ending no later than midnight on September 11, 2024, unless sooner repealed.

SECTION 5. Public Hearing Required. As required by RCW 36.70A.390, the City Council of the City of Castle Rock held a public hearing on this moratorium on February 26, 2024.

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

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

Mayor Paul Helenberg

ATTEST:

APPROVED AS TO FORM:

Carie Cuttonaro, Clerk-Treasurer

Frank Randolph, City Attorney

1. CALL TO ORDER

Chairperson Sullivan called the regular meeting to order at 6:00pm.

a. Roll Call

Members present: Chairperson Rick Sullivan, Vice-Chair Matt Rasmussen, Commissioners Ryane Olin, and David Van Camp.

Staff present: Contracted Planner Cristina Haworth; Secretary Karlene Akesson

Members excused: Commissioners Richard Skreen and Lisa White

2. INTRODUCTIONS

a. Introduce Contracted City Planner Cristina Haworth, SCJ Alliance.

Newly appointed Contracted City Planner Cristina Haworth of SCJ Alliance introduced herself to the Planning Commission.

3. APPROVAL OF MINUTES

Vice-Chair Rasmussen motioned, seconded by Olin, to approve the May 16, 2023 PC Regular Meeting Minutes as presented. Motion carried by roll call vote. Commissioners Rick Sullivan, Matt Rasmussen, Ryane Olin, and David Van Camp voted 'Aye'.

a. May 16, 2023 Planning Commission Regular Meeting

4. PUBLIC COMMENT

5. REPORTS

6. OLD BUSINESS

a. Review and discuss draft code amendments associated with Ordinance No. 2023-04 - An ordinance which established a six-month moratorium on applications and/or development activities on nonconforming lots.

City Planner Cristina Haworth presented.

b. Draft Code Amendment - Castle Rock Municipal Code Chapter 16.34 - Boundary Line Adjustment
City Planner Cristina Haworth presented.

c. Draft Code Amendment - CRMC Ch. 16.37 - Table of Required Information
City Planner Cristina Haworth presented.

d. Draft Code Amendment - CRMC Ch. 17.55 - Substandard Lots
City Planner Cristina Haworth presented.

The Commission engaged in discussion.

Commissioner Van Camp motioned, seconded by Rasmussen, to approve recommending to City Council the Draft Code Amendments for Castle Rock Municipal Code (CRMC) Chapter 16.34, 16.37,

and 17.55 as written with exceptions to the correction of item number 9 of CRMC Draft Code for 16.37 be amended to follow the current code for Boundary Line Adjustments. Motion carried by roll call vote. Commissioners Rick Sullivan, Matt Rasmussen, Ryane Olin, and David Van Camp voted 'Aye'.

7. NEW BUSINESS

8. ADJOURNMENT

Vice-Chair Rasmussen motioned, seconded by Van Camp, to adjourn the regular meeting. All were in favor.

At 6:29 pm, Chairperson Sullivan adjourned the regular meeting.

Karlene Akesson, Secretary

1. CALL TO ORDER

Chairperson Sullivan called the regular meeting to order at 6:00 pm.

a. Roll Call

Members present: Chairperson Rick Sullivan, Vice-Chair Matt Rasmussen, Commissioners Richard Skreen, Ryane Olin, Lisa White, and David VanCamp.

Staff present: Contracted Planner Cristina Haworth; Secretary Karlene Akesson

2. APPROVAL OF MINUTES

a. November 21, 2023 Planning Commission Meeting Minutes

Commissioner Rasmussen motioned, seconded by VanCamp, to approve the November 21, 2023 minutes as presented. Motion carried by roll call vote. Commissioners Rick Sullivan, Matt Rasmussen, Richard Skreen, Ryane Olin, Lisa White, and David VanCamp voted 'Aye'.

3. PUBLIC COMMENT

4. REPORTS

5. OLD BUSINESS - Review and discuss code amendment options associated with Ordinance No. 2023-04 - An ordinance which established a six-month moratorium on applications and/or development activities on nonconforming lots.

Contracted City Planner Cristina Haworth presented. Planner Haworth provided slides and a live 'Design Guidelines Revisions' (DGL) document with Track Changes for the presentation.

Commissioner Rasmussen motioned, seconded by VanCamp, to approve recommending to the City of Castle Rock City Council, the approval of the draft code amendments (Chapter 17.16 Definitions and Chapter 17.78 Development On Nonconforming Lots) and the Design Guidelines for Non-Conforming Lots, including the edits that were discussed and made to the Design Guidelines Revisions document during this December 19, 2023 Planning Commission Meeting. Motion carried by roll call vote. Commissioners Rick Sullivan, Matt Rasmussen, Richard Skreen, Ryane Olin, Lisa White, and David VanCamp voted 'Aye'.

6. NEW BUSINESS

7. ADJOURNMENT

Commissioner Olin motioned, seconded by Commissioner Rasmussen, to adjourn the regular meeting. All were in favor.

At 6:52 pm, Chairperson Sullivan adjourned the regular meeting.

Karlene Akesson, Secretary

Chapter 16.34

BOUNDARY LINE ADJUSTMENT AND LOT CONSOLIDATION

Sections:

- 16.34.010 Application requirements.**
- 16.34.020 Boundary line adjustment requirements.**
- 16.34.030 Boundary line adjustment – Recording.**
- 16.34.040 Lot consolidation requirements.**
- 16.34.050 Lot consolidation – Process.**

16.34.010 Application requirements.

Boundary line adjustment, as defined in Chapter 16.08 CRMC, and lot consolidation shall comply with the following:

A. Preapplication Meeting. Before making an application for a boundary line adjustment or lot consolidation, the applicant may arrange to have the proposal reviewed informally by submitting a preapplication request form to the city clerk-treasurer. The proposal should include the information required for submission of a boundary line adjustment or lot consolidation. Upon receipt of a properly prepared request, the city shall notify the applicant of the time and place of the preapplication conference.

B. General Application. A general application form must be completed including the existing legal description of the properties involved.

1. A general application form completed and signed by all property owners;
2. A map illustrating the boundary line adjustment or lot consolidation and any supplemental material prepared in accordance with CRMC 16.37.010, Table of required information. The number of prints shall be as required on the application form;
3. A title insurance report which bears the original signature of the title officer and is no more than 30 days old shall be furnished by the developer. The report must confirm that the title of the land in the proposed subdivision is vested in the name of the owners having a title interest and whose signatures appear on the plat's certificate;
4. The application shall be accompanied by a nonrefundable fee as established by the city fee schedule.

~~C. Lot Consolidations. In cases where multiple lots, parcels or tracts will all be used for one building site, and in particular those cases where a structure is proposed to be built across a property line, the lots, parcels or tracts shall be consolidated into one lot, parcel or tract. The consolidation shall be~~

prepared by the owner(s) or their representative and reviewed by the city in the same manner as a boundary/lot line adjustment, and shall be recorded at the office of the county auditor.

16.34.020 Boundary line adjustment requirements.

- A. Boundary line adjustments require a property survey prepared by a licensed land surveyor. A copy of such survey or plat shall be submitted with the application.
- B. The boundary line adjustment drawing shall identify the exterior boundaries of all properties involved in the adjustment and shall identify the receiving parcel as a single parcel which includes the conveyed portion of the grantor's property. Revised legal descriptions of the parcels involved shall accompany the drawing.
- C. The boundary line adjustment drawing and conveyance document shall contain a binding covenant that the land being conveyed is for the sole purpose of adjusting the boundary line between parcels and shall not result in the creation of additional parcels and is not to be sold or transferred as a separate parcel by the grantee, heirs or assigns.
- D. The boundary line adjustment drawing shall contain a title of "Boundary Line Adjustment Survey" and shall contain a certificate for approval by the city planner and city engineer. [Ord. 2010-01 Att. A, 2010; Ord. 2006-09 Att. A, 2006].

16.34.030 Boundary line adjustment – Recording.

- A. The surveyor shall set the necessary monuments in compliance with the Survey Recording Act.
- B. When the requirements of this chapter are met, the city planner and city engineer shall certify approval of the boundary line adjustment. Two Mylar bases and the required recording fee shall be furnished to the city of Castle Rock. The city planner shall then forward one Mylar base to the city engineer. One Mylar shall be recorded with the Cowlitz County auditor by the city planner within five days after the date the last required signature has been obtained.
- C. After recording, the developer shall provide one 11-inch-by-17-inch paper copy of the recorded Mylar to the city clerk-treasurer within seven days of recording the document. No building permits will be issued until the copy of the recorded document has been provided to the city clerk-treasurer. The fees for this copy shall be paid by the developer in addition to all other recording fees. [Ord. 2010-01 Att. A, 2010; Ord. 2006-09 Att. A, 2006].

16.34.040 Lot consolidation requirements.

- A. In cases where multiple lots, parcels or tracts will all be used for one building site, and in particular those cases where a structure is proposed to be built across a property line, the lots, parcels or tracts shall be consolidated into one lot, parcel or tract. The consolidation shall be prepared by the owner(s)

or their representative and reviewed by the city in the same manner as a boundary/lot line adjustment, and shall be recorded at the office of the county auditor.

B. When an applicant seeks only to consolidate two or more lots, parcels, or tracts that share a common boundary and common ownership into a single lot, and no other property boundary changes are proposed, such action shall not be effective until:

1. The proponent has an approval for the lot consolidation from the planning department, verifying that the proposed consolidation conforms to the requirements of the Castle Rock Municipal Code.
2. The planning department approval, legal description, map, and notarized declaration have been recorded with the county auditor by the applicant. The applicant has one year, from the date of approval, to record the lot consolidation or the lot consolidation will be considered invalid and will require re-approval, including fees, before recording.

16.34.050 Lot consolidation – Process.

A. The planning department shall give approval to the applicant if it finds that:

1. No new lots are created;
2. The consolidation does not create a parcel which results in the addition of or an increase of a nonconformity of any lot or structure which does not currently meet the requirements of any applicable land use or environmental health regulation;
3. The consolidation does not adversely affect easements or drainfields, and shall have legal access meeting the standards of the City of Castle Rock;
4. The consolidation is for legal lots of record;
5. The public interest will be served by the lot consolidation; and
6. The consolidation meets the requirements of other applicable sections of the Castle Rock Municipal Code.

Chapter 16.37

TABLE OF REQUIRED INFORMATION

Sections:

16.37.010 Table of required information.

16.37.010 Table of required information. [SHARE](#)

TABLE OF REQUIRED INFORMATION		Short Plat/Large Lot		Subdivision		Boundary Line Adjustment/ Lot Consolidation	<u>Lot Consolidation</u>	Binding Site Plan
		Preliminary	Final	Preliminary	Final			
1.	Scale. All pertinent information shall be shown normally at a scale of 1 inch to 100 feet; however, the scale may be increased or decreased to fit standard size sheets of 18 inches by 24 inches. In all cases, the scale shall be a standard drafting scale, being 10, 20, 30, 40, 50, or 60 feet to the inch or multiples of 10 for any one of these scales.	X	X	X	X	X	<u>X</u>	X
2.	Appropriate identification of the drawing as a short plat, large lot, subdivision,	X	X	X	X	X	X	X

TABLE OF REQUIRED INFORMATION		Short Plat/Large Lot		Subdivision		Boundary Line Adjustment/ Lot Consolidation	<u>Lot Consolidation</u>	Binding Site Plan
		Preliminary	Final	Preliminary	Final			
	preliminary, final, boundary line adjustment, <u>lot consolidation</u> , binding site plan and the name of the development. The name shall not duplicate or resemble the name of any other subdivision in the county unless the subject subdivision is contiguous to an existing subdivision under the same subdivision of the same last name filed.							
3.	Plat certificate verifying ownership and encumbrances.		X		X	X	X	X
4.	The names and addresses of the owner(s) and surveyor or engineer.	X	X	X	X	X	X	X
5.	The date, north point and scale of the drawing.	X	X	X	X	X	X	X
6.	A full legal description and location of the entire development property.	X	X	X	X	X	X	X

TABLE OF REQUIRED INFORMATION		Short Plat/Large Lot		Subdivision		Boundary Line Adjustment/ Lot Consolidation	<u>Lot Consolidation</u>	Binding Site Plan
		Preliminary	Final	Preliminary	Final			
7.	The locations, widths, lengths and names of both improved and unimproved streets and alleys within or adjacent to the proposed development together with all existing easements and other important features such as section lines, section corners, city and urban growth area boundary lines, and monuments.	X	X	X	X	X	X	X
8.	The address of each lot including number, street name, city, state and zip code.		X		X	X	X	X
9.	The name and location of adjacent subdivisions and the location and layout of existing streets which are adjacent to or across contiguous right-of-way from the proposed development.	X		X				

TABLE OF REQUIRED INFORMATION		Short Plat/Large Lot		Subdivision		Boundary Line Adjustment/ Lot Consolidation	<u>Lot Consolidation</u>	Binding Site Plan
		Preliminary	Final	Preliminary	Final			
10.	The location and approximate dimensions of lots, proposed lot and block numbers.	X	X	X	X	X	X	X
11.	The location, approximate acreage and dimension of areas proposed for public use.	X	X	X	X	X		X
12.	The location, approximate acreage and dimension of areas proposed for open space, park, recreation, and/or common ownership.	X	X	X	X	X		X
13.	The property's current zoning.	X	X	X	X	X	X	X
14.	Existing contour lines at sufficient intervals for slopes of 15% or more. Show existing evaluations related to some established benchmark or datum approved by the city engineer. (1929 NGVD)	X		X		X		X

TABLE OF REQUIRED INFORMATION		Short Plat/Large Lot		Subdivision		Boundary Line Adjustment/ Lot Consolidation	<u>Lot Consolidation</u>	Binding Site Plan
		Preliminary	Final	Preliminary	Final			
15.	The locations and sizes of existing public and private sanitary sewers, water mains, and public storm drains, culverts, fire hydrants and electrical lines within and adjacent to the proposed development.	X		X		X	X	X
16.	The approximate curve radii of any existing public street or road within the proposed development.	X		X				X
17.	Existing uses of property and locations of all existing buildings and designating which existing buildings are to remain after completion of the proposed development.	X	X	X		X	X	X
18.	The location of areas subject to inundation, stormwater overflow, and/or within a designated 100-year floodplain, all areas	X	X	X	X	X	X	X

TABLE OF REQUIRED INFORMATION		Short Plat/Large Lot		Subdivision		Boundary Line Adjustment/ Lot Consolidation	<u>Lot Consolidation</u>	Binding Site Plan
		Preliminary	Final	Preliminary	Final			
	covered by water, and the location, width and direction of flow of all watercourses.							
19.	Locations of existing natural features such as wetlands which would affect the design of the development.	X	X	X	X	X	X	X
20.	A vicinity map showing the location of the proposed development in relation to the rest of the city.	X		X		X	X	X
21.	The approximate locations, widths, lengths, names and curve radii for all proposed streets.	X		X		X		X
22.	The locations and dimensions of proposed lots and the proposed lot and block numbers. Numbers shall be used to designate each such block and lot. Where a plat is an addition to a plat previously recorded,	X	X	X	X	X		X

TABLE OF REQUIRED INFORMATION		Short Plat/Large Lot		Subdivision		Boundary Line Adjustment/ Lot Consolidation	<u>Lot Consolidation</u>	Binding Site Plan
		Preliminary	Final	Preliminary	Final			
	numbers of blocks and lots or parcels shall be in consecutive continuation from a previous plat.							
23.	A preliminary public facilities plan for the location and construction of proposed water service facilities to serve the development.	X		X				X
24.	A preliminary public facilities plan and profile for the location and construction of proposed sanitary sewer facilities to serve the development.	X		X				X
25.	A preliminary plan for storm drainage, erosion and sedimentation control.	X		X				X
26.	Locations, widths, and lengths of streets and roads to be held for private use and all reservations or	X	X	X	X	X		X

TABLE OF REQUIRED INFORMATION		Short Plat/Large Lot		Subdivision		Boundary Line Adjustment/ Lot Consolidation	<u>Lot Consolidation</u>	Binding Site Plan
		Preliminary	Final	Preliminary	Final			
	restrictions relating to such private roads.							
27.	Designation of any land the council may require held for public reserve and configuration of projected lots, blocks, streets and utility easements should the reserved land not be acquired.	X	X	X	X			X
28.	All areas and the proposed uses thereof to be dedicated by the owner.	X	X	X	X	X		X
29.	The following survey data:							
	(a) Track, block and lot boundary lines with dimensions;	X	X	X	X	X		X
	(b) Street rights-of-way widths with centerline;		X	X	X	X		
	(c) Radius, length, central angle of all tangent curves; radius, length, centered		X	X	X	X		X

TABLE OF REQUIRED INFORMATION		Short Plat/Large Lot		Subdivision		Boundary Line Adjustment/ Lot Consolidation	<u>Lot Consolidation</u>	Binding Site Plan
		Preliminary	Final	Preliminary	Final			
	angle, long chord distance and bearing of all nontangent curves;							
	(d) Ties to boundary lines and section or quarter-section corners immediately surrounding the development;		X		X	X		X
	(e) The location and type of all permanent monuments within the development including initial point, boundary monuments and lot corners.		X		X	X		X
30.	Reference points of existing surveys identified, related to the plat by distance and bearings, and referenced to a field block or map as follows:		X		X	X		X
	(a) Stakes, monuments or other evidence found on the ground and used to determine the boundaries of the development;		X		X	X		X

TABLE OF REQUIRED INFORMATION		Short Plat/Large Lot		Subdivision		Boundary Line Adjustment/ Lot Consolidation	<u>Lot Consolidation</u>	Binding Site Plan
		Preliminary	Final	Preliminary	Final			
	(b) Adjoining corners of adjoining subdivisions;		X		X	X		X
	(c) Monuments to be established marking all street intersections and the centerlines of all streets at every point of curvature and the point of tangent;		X		X	X		X
	(d) Other monuments as found or established in making of the survey required to be installed by the provisions of this chapter and state law.		X		X	X		X
31.	The lot area in square feet identified on each lot on the plat.	X		X		X	X	X
32.	Designation of proposed portions of subdivisions to be developed in phases, if any, indicating proposed sequence of platting.	X		X				
33.	All flood control features and references to		X		X	X		X

TABLE OF REQUIRED INFORMATION		Short Plat/Large Lot		Subdivision		Boundary Line Adjustment/ Lot Consolidation	<u>Lot Consolidation</u>	Binding Site Plan
		Preliminary	Final	Preliminary	Final			
	easements or deeds for drainage land.							
34.	Deed restrictions or covenants, if any, in outline form.	X		X				
35.	Existing and proposed easements clearly identified and denoted by dashed lines and, if already of record, their recorded reference. The width of the easement, its length and bearing, and sufficient ties to locate the easement with respect to the development shall be shown.	X	X	X	X	X	<u>X</u>	X
36.	Identification of any land or improvements to be dedicated or donated for any public purpose or private use in common.	X	X	X	X	X		X
37.	The following certificates:							
	(a) A certificate signed and acknowledged by all		X		X	X	<u>X</u>	X

TABLE OF REQUIRED INFORMATION		Short Plat/Large Lot		Subdivision		Boundary Line Adjustment/ Lot Consolidation	<u>Lot Consolidation</u>	Binding Site Plan
		Preliminary	Final	Preliminary	Final			
	parties having any record title interest in the land, consenting to the preparation and recording of the project;							
	(b) A certificate signed and acknowledged as above, dedicating to the public all land intended for public use;		X		X	X		X
	(c) A certificate for execution by the city mayor;				X			X
	(d) A certificate for execution by the city engineer;		X		X	X		X
	(e) A certificate for execution by the planning commission representatives;		X		X	X		X
	(f) A certificate for execution by the city planner;		X		X	X		X

TABLE OF REQUIRED INFORMATION		Short Plat/Large Lot		Subdivision		Boundary Line Adjustment/ Lot Consolidation	<u>Lot Consolidation</u>	Binding Site Plan
		Preliminary	Final	Preliminary	Final			
	(g) A certificate for execution by the county auditor;		X		X	X		X
	(h) A certificate for execution by the county treasurer;		X		X	X		X
	(i) A surveyor's certificate certifying that he is registered as a professional land surveyor in the state of Washington and certifies that the plat is based on an actual survey of the land as described and that all monuments have been set and lot corners staked on the ground as shown on the plat.		X		X	X		X
38.	A statement of approval signed by the director of the State Department of Ecology, or its successor, for any portion of development which lies				X			X

TABLE OF REQUIRED INFORMATION		Short Plat/Large Lot		Subdivision		Boundary Line Adjustment/ Lot Consolidation	<u>Lot Consolidation</u>	Binding Site Plan
		Preliminary	Final	Preliminary	Final			
	within a flood control zone.							
39.	An executed surety (developer agreement and bond) when required.		X		X	X	X	X
40.	Appropriate architectural and site development plans which show the proposed building location, specific landscaping, prominent existing trees, ground treatment, sight-obscuring fences and hedges, off-street parking, vehicular and pedestrian circulation, and major exterior elevations of building(s).							X
41.	Such additional information pertaining to the land division or development site and the immediate vicinity as may be required by the administrative official for review of the proposal.							

Chapter 17.16

DEFINITIONS

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- 17.16.027 Adult arcade.**
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- 17.16.030 Adult motel.**
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17.16.753 Zero lot line development.

17.16.754 Zero lot line.

17.16.755 Zone.

17.16.005 Headings.

Chapter and section headings shall not be deemed to govern, limit, modify, or in any manner affect the scope of meaning or intent of any section thereof. [Ord. 2018-02 § 2 (Exh. A), 2018].

17.16.015 Generally.

For the purpose of this title, certain terms or words herein shall be interpreted as follows, except as specifically defined in this chapter. All words used in this title shall carry the customary meanings:

A. "Lot" includes "plot."

B. "Building" includes "structure."

C. "Shall" is intended to be mandatory.

D. "Occupied" or "used" means to dwell in.

E. "May" denotes a use of discretion in making a decision. [Ord. 2018-02 § 2 (Exh. A), 2018].

...

17.16.217 Cottage housing development.

"Cottage housing development" means a single development of several cottages clustered around shared open space.

...

17.16.245 Dwelling.

"Dwelling" means a building or portion thereof designed exclusively for residential purposes, including one-family, two-family, and multiple-family dwellings, but not including hotels, boardinghouses, or motel units. [Ord. 2018-02 § 2 (Exh. A), 2018].

17.16.247 Dwelling, attached.

"Attached dwelling" means a dwelling unit that is located on a separate lot and shares a wall on one or both sides with a neighboring dwelling. Duplexes are attached dwelling units and zero lot line developments may be attached dwelling units.

17.16.250 Dwelling, group.

"Group dwelling" means more than two separate buildings, each containing one or more dwelling units. [Ord. 2018-02 § 2 (Exh. A), 2018].

17.16.255 Dwelling, one-family.

“One-family dwelling” means a detached building designed exclusively for occupancy by one family and containing one dwelling unit. [Ord. 2018-02 § 2 (Exh. A), 2018].

17.16.260 Dwelling, two-family (duplex).

“Two-family dwelling” means a detached building designed exclusively for occupancy by two families living independently of each other doing their own cooking and containing two dwelling units. A “two-family dwelling” is the same as a “duplex.” Such building has a common roof or the dwelling units are joined by a common roof. [Ord. 2018-02 § 2 (Exh. A), 2018].

17.16.265 Dwelling, multifamily.

“Multifamily dwelling” means a building or portion thereof, designed for occupancy by three or more families living independently of each other, doing their own cooking and containing three or more dwelling units. “Multifamily dwelling” includes all types of buildings or portions thereof designed for occupancy of three or more families such as triplex, fourplex, apartment house, and flats designed for occupancy on a permanent basis as distinguished from a transient basis. Such building has a common roof or the dwelling units are joined by a common roof. [Ord. 2018-02 § 2 (Exh. A), 2018].

17.16.270 Dwelling unit.

“Dwelling unit” means one or more rooms designed for or occupied by one family for living or sleeping purposes and containing kitchen facilities for use solely by one family. All rooms comprising a dwelling unit shall have access through an interior door to other parts of the dwelling unit. [Ord. 2018-02 § 2 (Exh. A), 2018].

...

17.16.753 Zero lot line development.

“Zero lot line development means a development containing two or more dwelling units which have no yard on one or more of the side lot lines. Dwelling units in zero lot line developments are located in such a manner that one or more of a building’s sides rest directly on a side lot line and each dwelling unit is located exclusively on one lot, except for the common wall which is separated by the property line. Zero lot line developments may include attached or detached dwelling units.

17.16.754 Zero lot line.

“Zero lot line” means a side lot line which has no yard.

...

Chapter 17.55

NONCONFORMING LOTS

Sections:

17.55.010 Development on nonconforming lots – General.

17.55.020 Residential use of nonconforming lots.

17.55.010 Development on nonconforming lots – General.

A. The city recognizes that there are lots which were lawful at the time of their creation, but which now do not conform with the development regulations in effect. These nonconformities should eventually be converted to a conforming status.

B. A party asserting the existence of a lawfully established nonconforming lot has the burden of proof that the lot was not substandard in meeting the development regulations in effect at its creation.

C. A nonconforming lot may be developed and used in the same manner as a conforming lot; provided, that the lot development and use comply with applicable development regulations other than those involving lot area, lot width, or similar dimensional standards applicable to lots or a variance from applicable development regulations is granted and provided that development and use complies with Cowlitz County Health Department standards.

D. Modifications to the area and/or dimensional standards of a nonconforming lot are allowed provided modification does not increase nonconformity or create a new nonconformity.

E. A government agency may lawfully modify a lot in a manner that would result in nonconformity, if the modification is for the purpose of acquiring property for a public use or purpose, or is permitted otherwise by law.

F. Where development will occur on two or more nonconforming lots, and particularly where a structure is proposed to be built across a property line, the nonconforming lots shall be consolidated into one lot following the requirements in Chapter 16.34 of this Municipal Code. No portion of said lot shall be used, altered or sold in any manner which diminishes compliance with lot area and width requirements, nor shall any division be made which creates a lot with a width or area below the requirements permitted by this title.

17.55.020 Residential use of nonconforming lots.

A. Single-family dwellings and incidental uses established pursuant to subsection (A) of this section are permitted uses and are not nonconforming uses.

B. Contiguous Lots Under Common Ownership.

1. One or more contiguous nonconforming lots under common ownership may be used for one single-family dwelling plus incidental uses thereto if the development meets applicable development regulations for the zone in which they are located, other than those involving lot area, lot width, or similar dimensional standards, and Cowlitz County Health Department standards are met.
 2. Two or more contiguous nonconforming lots under common ownership may be used for up to two single-family dwellings plus incidental uses thereto if the development meets applicable development regulations for the zone in which they are located, other than those involving lot area, lot width, or similar dimensional standards, and Cowlitz County Health Department standards are met.
 3. Additional contiguous nonconforming lots owned by the same person may be used for additional building sites, one dwelling per building site if the additional building sites contain at least one acre or 50 percent of the lot area required for the zone in which such building sites are located, whichever is less and if the building sites meet applicable development regulations for the zone in which they are located, other than those involving lot area, lot width, or similar dimensional standards, and Cowlitz County Health Department standards are met.
- C. Corner Lots. Residential developments on nonconforming corner lots are exempt from the corner lot/side yard setback standards in residential zones but shall have a side yard not less than five feet in width on the sides of dwellings. Residential developments on substandard corner lots shall comply with [CRMC 17.48.030](#);
- D. Expansion of Nonconforming Structures on Nonconforming Lots. Existing nonconforming single-family dwellings on nonconforming lots may improve or expand the single-family dwelling and may improve, expand, or add incidental uses to the single-family dwelling; provided that any improvements or additions meet applicable development regulations for the zone in which they are located, other than those involving lot area, lot width, or similar dimensional standards, and Cowlitz County Health Department standards are met.

Chapter 17.78

DEVELOPMENT ON NONCONFORMING LOTS

Sections:

17.78.010 Purpose

17.78.020 Applicability

17.78.030 Design Review Required

17.78.040 Zero Lot Line Dwellings

17.78.050 Cottage Housing

17.78.010 Purpose

The purpose of this title is to provide development regulations specific to legally created lots that no longer meet the dimensional standards and requirements of Castle Rock Municipal code.

17.78.020 Applicability

The provisions of this title apply to non-conforming lots within the R-1 Low Density Residential and R-2 High Density Residential Zoning Districts in Castle Rock.

17.78.030 Design Review Required

A. Nonconforming lots shall comply with the Nonconforming Lots Design Guidelines. Design Review approval shall be obtained prior to issuing a building permit for the project.

A. Exceptions:

1. Lots under common ownership that are consolidated pursuant to Chapter 16.34 of the Castle Rock Municipal Code do not require design review. Consolidation that does not achieve full compliance with one or more dimensional requirements in the underlying zone is exempt from design review.
2. Lots that are developed consistent with Zero Lot Line Dwellings regulations in this Chapter shall comply with the following Nonconforming Lots Design Guidelines: Site Planning Section 2.
3. Lots that are developed consistent with the Cottage Housing regulations in this Chapter shall comply with the following Nonconforming Lots Design Guidelines: Site Planning Section 3.

17.78.040 Zero Lot Line Developments

Zero lot line developments allow for elimination of side yard requirements from the common lot line between two or more adjoining lots. This method of development is allowed when at least two non-conforming lots are contiguous to one another and are involved in the development.

A. Requirements:

1. Each dwelling shall be located on its own lot.
2. A minimum of two and a maximum of four contiguous lots can be developed as a single zero lot line project. Zero lot line developments may be located adjacent to each other.
3. The interior side yard setback between non-conforming contiguous lots may be reduced to zero. Other side yards, front yards, and rear yards shall not be reduced unless otherwise authorized in the Castle Rock Municipal Code.
4. Side yards shall not be reduced adjacent to a public or private street or adjacent to lots that are not part of the zero-lot line development. Corner lots shall observe the minimum yard setback requirements on both street frontages.
5. Each dwelling shall have a minimum of one off-street parking space.

17.78.050 Cottage Housing

Cottage housing is a cluster of small detached single-family dwelling units around a common open space. Cottage housing may allow for higher residential density than is normally allowed in the underlying zoning district. The increased density is possible through the use of smaller than average home sizes and site design standards.

A. General Requirements.

1. Cottage housing is permitted in minimum clusters of 2 or more dwellings, with no more than one dwelling per 2,500 square feet.
2. Cottage housing is for residential use only and may not be operated as short-term rentals or transient accommodations.
1. Cottage housing is authorized through the Design Review process and shall comply with the Nonconforming Lots Design Guidelines.

- B. Density and Dimensions. The following density and dimensional standards apply in lieu of the standards in the underlying zoning district.

<u>Density</u>	<u>No more than 1 dwelling per 2,500 square feet.</u>
<u>Minimum Front Setback</u>	<u>10 feet</u>
<u>Minimum Side Setback</u>	<u>5 feet</u>
<u>Minimum Rear Setback</u>	<u>10 feet</u>
<u>Maximum Building coverage</u>	<u>40 percent</u>
<u>Maximum Building Height</u>	<u>35 feet</u>

- C. Open Space. Common open space shall be provided as follows:

- a. 300 square feet of common open space is required per unit. This can be reduced to 200 square feet per unit if a permanent recreation/communal feature is provided. Recreation/communal features shall provide opportunities for community gathering. Examples of acceptable recreation/communal features include but are not limited to cooking facilities, play equipment, or permanent outdoor gathering spaces with furnishings.
 - b. Common open space shall be in a centrally located area and be accessible to all dwellings within the development with a direct pedestrian connection.
 - c. Fences may not be located within required common open space areas.
1. Private open space shall be provided as follows:
- a. 60 square feet of private open space is required per unit.
 - b. Private open space may be designed as a garden, patio, or similar feature and shall include fencing or similar visual barrier.
 - c. Private open space may be adjacent to common open spaces. Access must be provided between private and common open spaces.

- D. Parking

1. One off-street parking space per unit is required.
2. A single access can be used to access a shared parking area.

E. Building & Site Design Standards

1. Each unit shall be a maximum of 1,200 square feet.
2. Each dwelling unit shall have a primary entry or covered porch oriented to the common open space. This entry or porch may count toward the private open space requirement in CRMC 17.78.050(C)(2).
3. Accessory buildings shall follow the minimum requirements of the R-2 Zoning District.

CITY HALL

City of Castle Rock

Design Guidelines: Non-Conforming Lots

February 2024



WORLD WAR II
ALBERTY, WALTER
AUSTIN, HAROLD
BRATORES, CHARLES
DAGGY, WAITE
EGGIMANN, ALVIN
GALLOWAY, LESTER G.
GARLOCK, ROBERT
GAZE, RICHARD W.
GUIER, CLAUDE
HOSKIN, DONALD
HOYER, GLEN
JOHNSON, FLOYD
JONES, ROY
MELTON, RUBEN A.
MUNYON, KENNETH
PHILLIPS, FLOYD
PHILLIPS, LLOYD
PITTMAN, EDWARD
POTTER, CLARENCE
WILKINS, JR. DON

KOREAN WAR
SAUM, JACK

VIETNAM WAR
HARDY, LARRY
KRUSE, DALE LYNN
WEIDERMAN, CLAUDE

WORLD WAR I
KING, HENRY

CITY OF
CASTLE
ROCK



SCJ ALLIANCE

Project Information

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Introduction

1. Purpose

This document is provided as a **supplement to Castle Rock Municipal Code (CRMC) and the requirements established within**. The contents of this guide are to provide guidelines, graphic representations, and methods of construction to convey the intents of the CRMC Non-Conforming Lots standards.

2. Administrative Procedure

In accordance with CRMC 17.78.030, **design review approval shall be obtained prior to issuance of a building permit**. All development is required to obtain a building permit in accordance with CRMC 17.80.020

3. Focal Points of Design Guidelines

These design guidelines will focus on providing **context** and **visualizations** to meet the intent of the Castle Rock Municipal Code Non-Conforming Lot's Chapter, CRMC 17.78.



Site Planning

1. Small Lot Development

The building should be placed on the site so it responds to topography, the street front, surrounding buildings, and the neighborhood at large. At a minimum, buildings should be designed with the following features:

- ◆ Primary **pedestrian entries** shall **face the adjoining public street**. Where possible, **vehicular entries** should be located at the **rear or side** of the lot.
- ◆ Off-street parking shall be provided consistent with the Castle Rock Municipal Code. Where possible, **shared parking areas are encouraged**. The appearance of parking and vehicular entries should be **minimized** as much as possible to emphasize pedestrian entries.
- ◆ Building materials shall consist of **natural materials** or **materials that are designed to appear as natural** materials, such as wood lap siding or shingles, Hardy plank, brick or stone, and similar materials. **Corrugated metal is not allowed**.
- ◆ Rooflines shall be **pitched**. Acceptable designs include **gable, hipped, shed, and similar sloped or pitched designs**.





Single Lots

Houses developed on one nonconforming lot shall comply with underlying zoning requirements, except the side yard can be reduced to no less than three feet when the following features are included:

- Landscaping in excess of the requirements in Section 5, Landscaping, below.
- Pervious pavement, except the use of aggregate.
- Collective storm infiltration design, prepared by a professional engineer.
- Design features, consistent with architectural design in the neighborhood, are proposed by the developer and acceptable to the Planning Commission.

Two or More Lots

Projects constructing more than one home on multiple small lots shall include the following design features:

- Shared driveways are required for every two houses in a single project.
- In the instance of flag lots exemption for shared driveways may be made as part of the design review process.
- Front yard landscaping should have a consistent design.
- Buildings shall not be identical. Variation in roofline, roof orientation, façade design, and/or fenestration is acceptable to achieve variation.

Side yards can be reduced following the requirements for single lots, above.

Corner Lots

Homes built on corner lots must include the following design features:

- The primary front façade shall be located on the same street frontage as other homes in the immediate vicinity. Where there is no consistency in the immediate vicinity, the project proponent can choose the primary front façade.
- The front door should be emphasized with architectural features such as a covered entry, porch, or similar design element.
- Site design shall accommodate safe sight distances for drivers. This includes eliminating sight obstructions and selecting low-growing landscape plants.
- Yards cannot be reduced unless otherwise provided in the Castle Rock Municipal Code.
- Consistent façade treatment is required on both street facing facades.

Desirable design features include:

- ♦ **Deep overhangs**
- ♦ **Simple ornamentation**, such as brackets and shutters
- ♦ **Exposed wood** structural members
- ♦ **Porches** with **support columns**

2. Zero-Lot Line Development

Zero Lot Line Dwellings or Attached Housing **allows for elimination of side-yard setback requirements from the common lot line between two or more lots.** This method of development is allowed when **at least two non-conforming lots are contiguous** to one another and are involved in the development.

Compatibility

Zero lot line developments can occur on non-conforming lots within the R-2 zoning district. There must be a minimum of two available lots of record. It is permissible to build a **duplex** style zero-lot line structure **or a townhouse style structure** with up to 4 units across 4 lots.

Duplex Style

A duplex style zero lot line development is an attached structure containing **two units on two lots.** The two units share a **common wall** on the shared interior lot line, where the **setback is reduced to 0.**

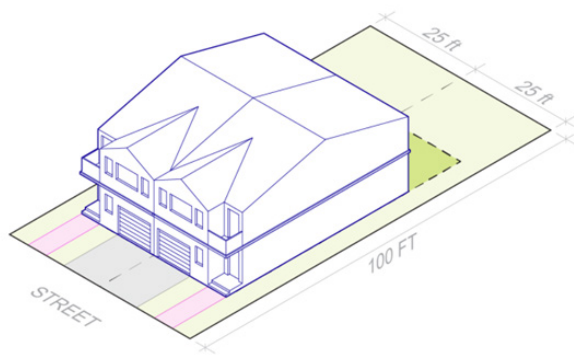


Figure 1: Sample Zero-Lot Line Development, Duplex Style

Townhouse Style

The townhouse style of zero-lot line development involves **3 or more units on their own respective lots.** Each unit **shares a wall on their shared lot line.** In Castle Rock, you can have up to 4-units in a townhouse style zero lot line development.

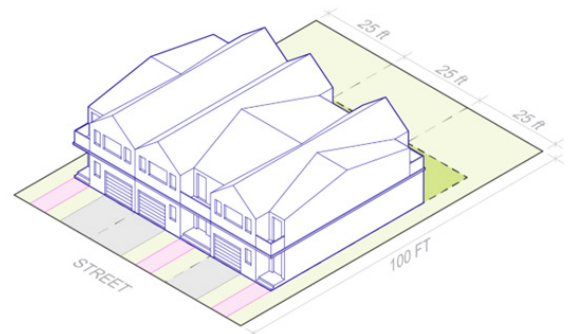


Figure 2: Sample Zero-Lot Line Development, Duplex Style



3. Cottage Housing Development

Cottage housing is a cluster of small detached single-family dwelling units around a common open space. Cottage housing may allow for higher residential density than is normally allowed in the underlying zoning district. The increased density is possible through the use of smaller than average home sizes and site design standards.



Compatibility

Cottage housing can occur on non-conforming lots within the R-2 zoning district. Developments of cottage housing can be built in **minimum clusters of 2 or more** with a density standard of 1 dwelling per 2,500 square feet. For example, If you have two 2,500 square foot lots you can have a cluster of 2 cottage houses.

Dwellings within a cottage housing development shall be oriented to promote a sense of community.



Figure 3: Sample Cottage Housing Development

Table 1: Cottage Housing Development Standards	
Development Standards	Requirements
Density	No more than 1 dwelling per 2,500 square feet.
Minimum Front Setback	10 feet
Minimum Side Setback	5 feet
Minimum Rear Setback	10 feet
Maximum Building coverage	40%
Maximum Building Height	35 feet

Development Standards

Development standards for cottage housing developments are listed in Table 1.

Orientation

Dwellings within a cottage housing development shall be **oriented to promote a sense of community**. To achieve this, cottage developments utilize common open space in their design.

The **primary entrance or covered porch of each cottage must be oriented towards a common open space**. All buildings and common spaces need to be served by a pedestrian circulation system that connects to an existing or planned sidewalk, public sidewalk, or trail system.

Common Open Space

The use of common open space is a key feature in the design requirements for cottage housing developments. The spirit of cottage housing is to provide a sense of connectedness and community between each housing unit. Open space is utilized in the design to achieve this.

A minimum of **300 square feet of common open space is required per cottage housing unit.**

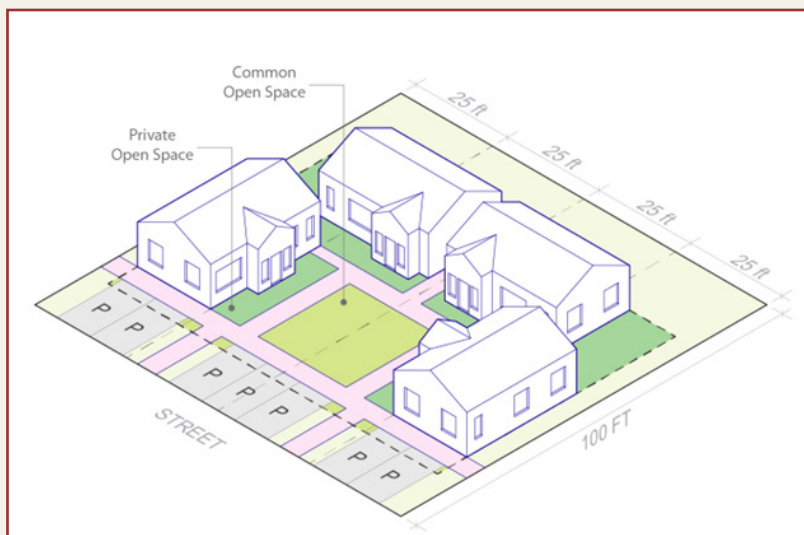
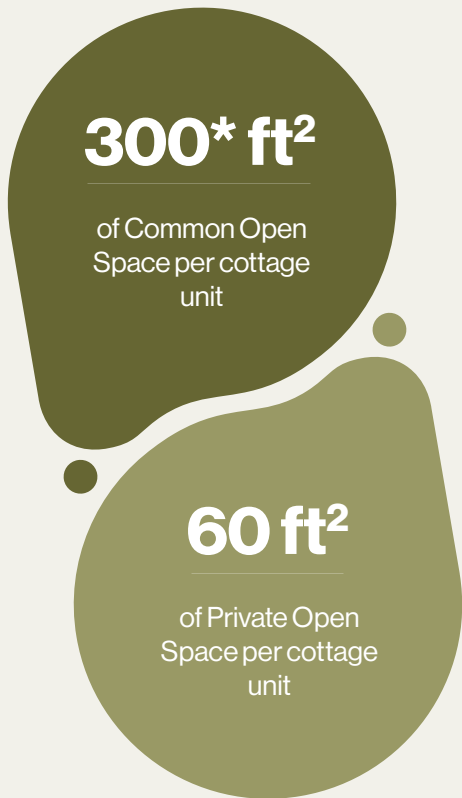


Figure 4: Required Open Space - Cottage Housing Development



* can be reduced to 200 ft² per unit if additional amenities are provided

The open space requirement **can be reduced to 200 square feet per unit if a permanent recreation/communal feature is provided.** Recreation/communal features shall provide opportunities for community gathering. Examples of acceptable recreation/communal features include but are not limited to cooking facilities, play equipment, or permanent outdoor gathering spaces with furnishings.

Common open space should provide a sense of openness, visual relief and community for cottage developments.

Private Open Space

Each unit within a cottage development must also be provided with private open space.

A minimum of **60 square feet of private open space is required per cottage housing unit.**

This private space can be designed as a garden, patio, or similar feature and shall include fencing or similar visual barrier.

Private open space may be adjacent to common open spaces. Access must be provided between private and common open spaces.

4. Parking Guidelines

Zero-Lot Line

The required off-street parking space shall be placed in front of each respective unit.

Cottage Housing

Required off-street parking are typically placed in cluster on site. It is not required that the parking be "located in front of each unit. Fui imus consulturei publicatus

Table 2: Parking Guidelines by Development Type

Development Type	Guidelines
Zero-Lot Line Development	A minimum of one off-street parking space per dwelling
Cottage Housing Development	A minimum of one off-street parking space per dwelling

Landscaping

Landscaping is required in the front yard to create a visually interesting transitional space between the street and the front of the house. The project shall provide at least **100 square feet of landscaping** that enhances the main pedestrian entry and includes a mix of trees, shrubs, and groundcovers. Landscaping must be an integral part of the project design and should consider the following measures:

1 Landscaping can be planted in the ground, in raised planters, or in other configurations provided landscape areas are a meaningful size for visual interest and long-term maintenance.

2 Provide a direct pedestrian connection from the front door to the street.

3 Use native vegetation or Northwest-adapted vegetation.



Accessory Buildings

Accessory buildings are **permissible** and shall follow the minimum requirements of the R-2 Zoning District.

These buildings are subject to meet lot coverage requirements as listed below.,

Table 3: Accessory Building Requirements by Development Type

Development Type	Lot Coverage
Zero-Lot Line Development	--
Cottage Housing Development	40%



Relationship to Street

Street to House Orientation

Zero Lot Line Developments

The orientation of homes in a zero lot line development must always be **faced to the street**. Each unit's primary entry in the development must all face the **same direction**. Attached units are required to be designed with a **consistent style**.



Cottage Housing Development

When designing cottage housing the orientation of each unit may be directed **inward toward another or facing the street**. It is required that each unit be **oriented towards the common open space**. This may mean that the cottages face towards the center of the property rather than the street. The orientation of the dwellings can never face side or rear property lines.



Setbacks

Setbacks are measured **from the property line to the structures nearest foundation wall.**

**Table 4: Zero Lot Line Development
Minimum Setbacks**

Setback	Minimum Required
Front Yard	15'
Side Yard	5'
Side Yard (Interior)	--
Rear Yard	20'
Corner Lot (Street Side)	15'

**Table 5: Cottage Housing Development
Minimum Setbacks**

Setback	Minimum Required
Front Yard	10'
Side Yard	5'
Rear Yard	10'
Corner Lot (Street Side)	10'

Parking for cottage housing is allowed within the rear setback area.

Driveway Access

Zero Lot Line Developments

Each unit within a zero-lot line development is required to have one off-street parking space located in front of each respective unit. This means that **each unit must have a driveway connected to the right-of way.**

Cottage Housing Developments

Required off-street parking spaces are located contiguously in cottage housing developments. This means that there will be **one driveway connected to the right-off-way to access a shared parking area.**

Building Design

Design Character

Zero Lot Line Developments

The character of each unit within a zero-lot line development is meant to look **similar to one another however being inclusive of varied elements**. This means that the design of each unit shall be **similar in size** however can include **varied façade elements** such as windows, doors, porches, and color scheme.

Cottage Housing Development

Cottage housing developments offer more flexibility in the design character of each unit. Each cottage should be **consistent in style with the greater neighborhood** and **uniform in architectural style within the cottage development**. Each cottage can include variation in its design features, such as façade treatments, fenestration, pedestrian entries, and similar details.



Architectural Scale Relation to Neighborhood

The structural design of both zero-lot line and cottage housing developments shall be done so in a way to achieve **consistency with the existing neighborhood as much as possible**.

Blank Walls and Building, Corners

In the instance of blank walls facing the right of way, **design elements must be utilized to enhance visual appearance**. A minimum of **30 percent of the blank wall should be treated with windows**.

CITY OF CASTLE ROCK

CITY HALL



CASTLE ROCK
HONORS ITS MEN AND
WOMEN WHO SERVED
IN WORLD WAR II AND
THE KOREAN WAR
THIS MEMORIAL
IS DEDICATED TO THOSE
AMONG THEM WHO
MADE THE SUPREME
SACRIFICE

WORLD WAR II
BERRY, WALTER
BERRY, HAROLD
BRIDGES, CHARLES
DAGLEY, WAITE
EGGIMANN, ALVIN
GALLOWAY, LESTER G.
GARLOCK, ROBERT
GAZE, RICHARD
GUIER, CLAUDE
HOSKIN, DONALD
HOYER, GLEN
JOHNSON, FLOYD
JONES, ROY
MELTON, RUBEN A.
MUNYON, KENNETH
PHILLIPS, FLOYD
PHILLIPS, LLOYD
PITTMAN, EDWARD
POTTER, CLARENCE
WILKINS, JR. DON

KOREAN WAR
SAUM, JACK
VIETNAM WAR
HARDY, LARRY
KRUSE, DALE LYNN
WEIDERMAN, CLAUDE

WORLD WAR II
KING, HAROLD R.