

Questions regarding Cowlitz County BOCC Resolution 19-133, A Resolution adopting an agreement with the City of Castle Rock regarding a Rural Transition Area

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General Questions:

1. Resolution 19-133 declares the “...*need to coordinate comprehensive planning and capital facilities planning for the efficient management of these public services.*” Does the County have a unique and/or compelling interest in the coordination of comprehensive/capital facilities planning for City of Castle Rock water and sanitary sewer services such that a similar agreement is not proposed or required for other municipalities within the county? If so, please describe.
2. Resolution 19-133 declares the “...*desire to provide a dependable process for development of property in the County that may require public services from the City.*” Prior to this agreement did the County have in place a dependable process?
3. At the December 17, 2019 BOCC meeting at which the resolution was passed, a representative of the City of Castle Rock stated, “*The biggest thing that comes out of this agreement is communication between County and City staff.*” Prior to this agreement was communication between the two entities insufficient, ineffective, or non-existent, consequently necessitating an agreement such as this?
4. At the December 17, 2019 BOCC meeting, the Castle Rock representative further stated that with this agreement, “...*the developer only has to deal with one entity and not go back and forth between two entities.*” With the agreement now in place, is this a true statement?
5. At the December 17, 2019 BOCC meeting, Commissioner Weber stated, “*Future customers are going to benefit by having access to lower cost services.*” Does the County possess any data that supports that statement, particularly in light of the surcharge levied by the City on county users?
6. At the December 17, 2019 BOCC meeting, Commissioner Gardner noted that, “...*this [the RTA agreement] would be beneficial for the process and didn’t add any additional requirements.*” Though the agreement appears to contain several mandates in the form of “*shall,*” is it true that the agreement does not add any additional requirements on the process?

Agreement-Specific Questions:

7. (Part I) “*The Program is intended to provide certainty for applicants proposing higher-density development within the Rural Transition Area (RTA) of Castle Rock for provision of water and/or sewer services.*” Prior to the agreement was the County failing to provide certainty for applicants that would constitute the need for an agreement such as this?

8. (Part II.B) *“Unless the RTA is amended as provided for in this agreement, City [Castle Rock] water and/or sewer service facilities shall not extend beyond the Castle Rock RTA.”* For what reason is the County prohibiting Castle Rock from extending services beyond the RTA? That would seem to be a disservice to county citizens who would like to use City services outside the RTA.
9. (Part II.C.1/D.1) *“New industrial and commercial development, as well as new residential development of greater than four units shall utilize City sewer [water] service if practical.”* For what reason is the County compelling affected county citizens to “utilize”, i.e., purchase, Castle Rock sewer/water services, particularly when there is a surcharge collected by the City on county users? The “follow the money” mantra makes this seem somewhat fishy.
10. (Part II.C.1/D.1) Is it the applicant, City, or County who determines whether utilizing City sewer/water services is “practical?” Is there provision to accommodate disagreement by the applicant? As a consulting engineer for many years, I have found the definition of the term ‘practical’ is driven largely by who is paying the cost.
11. (Part II.C.2/D.2) *“The applicant and the City may negotiate installation of infrastructure to serve anticipated future growth.”* Prior to this agreement was the County preventing negotiations between the applicant and the City? If not, why is such permission needed now?
12. (Part II.C.3/D.3) *“It shall not be the legal obligation of the City or County to bear the cost of extending and connecting sewer [water] lines to permit development.”* Prior to this agreement, what undue legal obligation was being imposed on or by the County? If none, what purpose does this restriction serve?
13. (Part II.C.4/D.4) *“Adjacent landowners are not required to connect to sewer [water] services as they become available.”* Prior to this agreement was the County imposing this requirement on adjacent landowners? If not, what purpose does this statement of relief serve?
14. (Part III) *“Land use proposals that include new commercial or industrial development, or new development of greater than four residential units in unincorporated areas within the RTA shall be coordinated between County and City in a timely manner as outlined below.”* Prior to this agreement was the County failing to coordinate land use proposals with the City in a timely manner that would constitute the need for an agreement such as this? If not, what purpose does this requirement serve?
15. (Part III.A) *“For all proposals using City sanitary and/or water service, the County will ask the City to certify whether services are available.”* Prior to this agreement was the County failing to ask the City for certification when it should have been? If not, why is this provision needed?

16. (Part III.B) *“For proposals that require a pre-application conference or staff consult, the City and the County shall agree as to whether City or County design standards are most reasonable for the applicant to utilize.”* Are there circumstances where County design standards are deficient and/or unreasonable such that the County should impose City design standards instead?
17. (Part III.C) *“For proposals that require a public hearing, the following procedures shall apply:...”*
Do proposals requiring a public hearing merit procedures for Castle Rock unique from other municipalities in the county? If not, why is this provision needed?
18. (Part III.D) *“For proposals not requiring a public hearing by the County, the County shall notify the City of the proposal in writing.”* Do proposals not requiring a public hearing merit procedures for Castle Rock unique from other municipalities in the county? If not, why is this provision needed?
19. (Part IV.A) *“An amendment [of the RTA] shall be processed concurrently with a Comprehensive Plan Amendment through the County.”* For what reason is the County requiring a Comprehensive Plan amendment to be processed concurrent with an RTA amendment?
20. (Part IV.B) *“Updates to the Cowlitz County Comprehensive Plan shall be consistent with the amendment process found in the Cowlitz County Comprehensive Plan (2017) and subsequent amendments, as well as those found in Part III of this agreement.”* For what reason is the County mandating that updates to the Comprehensive Plan conform to *“Part III of this agreement?”*
21. Shouldn't a public comment process be involved in light of the agreement (Part IV) mandating that the Comprehensive Plan, which is a county-wide planning basis document, conform or be amended to conform to an inferior lower-level document?