



City of Longview

1525 Broadway
Longview, WA 98632
www.ci.longview.wa.us

City Council

*Mayor MaryAlice Wallis
Mayor Pro Tem Michael Wallin
Council Member Ruth Kendall
Council Member Chet Makinster
Council Member Steve Moon
Council Member Christine Schott
Council Member Hillary Strobel*

Thursday, December 10, 2020

7:00 PM

Virtual Meeting

NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, that the City Council of the City of Longview, Washington, will conduct a virtual Zoom meeting on Thursday, December 10th, at 7:00 p.m.

For information about Zoom accessibility, please contact the City Clerk's Office at 360-442-5041.

Please click the link below to join the meeting:

<https://us02web.zoom.us/j/83926822070>

Telephone options (you may need to try more than one number if you receive a busy signal):

Dial any of the following numbers:

1-253-215-8782
1-669-900-6833
1-346-248-7799
1-408-638-0968
1-646-876-9923
1-301-715-8592
1-312-626-6799

Meeting ID: 839 2682 2070

1. CALL TO ORDER
2. INVOCATION*/FLAG SALUTE

20-000475 INVOCATION BY MARK SCHMUTZ OF NORTHLAKE CHURCH

3. ROLL CALL**4. APPROVAL OF MINUTES**

20-000506 NOVEMBER 12, 2020 WORKSHOP MINUTES
NOVEMBER 12, 2020 REGULAR MEETING MINUTES
NOVEMBER 19, 2020 WORKSHOP MINUTES (6:00 P.M)
NOVEMBER 19, 2020 SPECIAL MEETING MINUTES
NOVEMBER 19, 2020 WORKSHOP MINUTES (7:30 P.M.)
DECEMBER 1, 2020 SPECIAL MEETING MINUTES

5. CHANGES TO THE AGENDA**6. PRESENTATIONS & AWARDS**

20-000521 OATH OF OFFICE - POLICE CHIEF ROBERT HUHTA

20-000501 CERTIFICATE OF APPRECIATION: GIAN MORRELLI, COLUMBIA THEATRE DIRECTOR

20-000517 STAFF YEARS-OF-SERVICE AWARDS

MELODY WORTH (FINANCE) - 45 YEARS
STEVE COONS (FINANCE) - 35 YEARS
SCOTT MCDANIEL (POLICE) - 30 YEARS
JOHN BRICKEY (CED) - 30 YEARS

7. CONSTITUENTS' COMMENTS (Thirty Minutes)**8. FOLLOW-UP TO PAST CONSTITUENTS' COMMENTS****9. PUBLIC HEARINGS****10. BOARD & COMMISSION RECOMMENDATIONS**

20-000522 REVIEW OF FINAL SUBDIVISION PLAT MT. SOLO PLACE PHASE 1, FOR APPROVAL

RECOMMENDED ACTION:

MOTION TO APPROVE THE FINAL SUBDIVISION PLAT FOR MT. SOLO PLACE PHASE 1
BASED UPON THE APPLICATION MEETING THE REQUIREMENTS FOR APPROVAL IN
THE LONGVIEW MUNICIPAL CODE.

11. ORDINANCES & RESOLUTIONS

20-000507 ORDINANCE 3435: AMENDING THE 2019-2020 BIENNIAL BUDGET (1ST READING)

RECOMMENDED ACTION:

MOTION TO ADOPT ORDINANCE 3435.

20-000508 ORDINANCE 3436: ADOPTING THE 2021-2022 BIENNIAL BUDGET**RECOMMENDED ACTION:**

MOTION TO ADOPT ORDINANCE 3436 ADOPTING THE 2021-2022 BIENNIAL BUDGET OF THE CITY OF LONGVIEW.

20-000509 RESOLUTION 2342: ADOPTING 2021-2025 CAPITAL IMPROVEMENT PLAN**RECOMMENDED ACTION:**

MOTION TO ADOPT RESOLUTION NO. 2342 APPROVING THE 2021-2025 CAPITAL IMPROVEMENT PLAN FOR THE CITY OF LONGVIEW.

20-000526 RESOLUTION NO. 2345 – WATER RATES FOR 2021**RECOMMENDED ACTION:**

MOTION TO ADOPT RESOLUTION NO. 2345.

20-000525 RESOLUTION NO. 2346 – SEWER RATES FOR 2021**RECOMMENDED ACTION:**

MOTION ADOPTING RESOLUTION NO. 2346.

12. MAYOR'S REPORT**13. COUNCILMEMBERS' REPORTS****20-000502 CREATING THE CITY OF LONGVIEW COVID-19 SMALL BUSINESS RELIEF PROGRAM****RECOMMENDED ACTION:**

A MOTION, DIRECTING THE CITY MANAGER TO TAKE IMMEDIATE ACTIONS TO PREPARE APPROPRIATE ORDINANCES AND OR RESOLUTIONS FOR COUNCIL APPROVAL TO PROVIDE B&O TAX AND UTILITY TAX RELIEF AND EXEMPTIONS TO THOSE LONGVIEW LOCATED BUSINESS WHICH HAVE BEEN DETRIMENTALLY AFFECTED, OR EXPERIENCED LOST INCOME, OR EXPERIENCED CLOSURE OR HAVE OTHERWISE BEEN HARMED BY COVID-19 AND GOVERNOR INSLEE'S PROCLAMATIONS AND ASSOCIATED RESTRICTIONS ON BUSINESS ACTIVITIES.

14. CONSENT CALENDAR**20-000513 APPROVAL OF CLAIMS**

**SECOND HALF NOVEMBER 2020 ACCOUNTS PAYABLE
FIRST & SECOND HALF NOVEMBER 2020 PAYROLL**

20-000514 WASHINGTON WAY BRIDGE INTERFUND LOAN UPDATE

RECOMMENDED ACTION: NO ACTION REQUIRED**20-000524 BID REVIEW – 2021 CHEMICAL PURCHASES****RECOMMENDED ACTION:**

MOTION TO REJECT THE SODIUM HYPOCHLORITE BID FROM JCI JONES AND AWARD CHEMICAL PURCHASE BIDS TO THE BIDDERS IDENTIFIED IN THE AGENDA SUMMARY.

20-000523 RESOLUTION NO. 2347 INTERLOCAL AGREEMENT WITH COWLITZ TRANSIT AUTHORITY FOR PUBLIC TRANSPORTATION SERVICES-RIVERCITIES TRANSIT**RECOMMENDED ACTION:**

MOTION TO ADOPT RESOLUTION NO. 2347

15. CITY MANAGER'S REPORT**16. MISCELLANEOUS****17. ADJOURNMENT**

*** Any invocation that may be offered at the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.**

NEXT REGULAR COUNCIL MEETINGS:

**THURSDAY, DECEMBER 17, 2020 -7:00 P.M. SPECIAL MEETING (DECEMBER 24TH
REGULAR MEETING CANCELLED DUE TO CHRISTMAS HOLIDAY)
THURSDAY, JANUARY 14, 2021- 7:00 P.M.**

NEXT COUNCIL WORKSHOPS:

**TUESDAY, DECEMBER 15, 2020- 6:00 P.M. SPECIAL JOINT MEETING WITH COWLITZ
COUNTY BOARD OF COMMISSIONERS TO DISCUSS HOSTED ENCAMPMENT PILOT
PROJECT**



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Thursday, November 12, 2020

7:00 PM

Virtual Meeting

1. **CALL TO ORDER**

Mayor Wallis called the meeting to order at 7:00 p.m.

2. **INVOCATION*/FLAG SALUTE**

20-000468 INVOCATION BY JAY PEACH OF FAITH CENTER

Jay Peach of Faith Center provided invocation.

3. **ROLL CALL**

Present: Mayor Wallis, Councilmember Kendall, Councilmember Makinster, Councilmember Strobel, Councilmember Moon, Councilmember Schott, Mayor Pro Tem Wallin

Staff Present: City Manager Kurt Sacha; City Attorney Jim McNamara; Deputy City Clerk Kassi Mackie; Public Works Director Ken Hash; Community & Economic Development Director John Brickey; Parks & Recreation Director Jen Wills; Fire Chief Jim Kambeitz; Interim Police Chief Robert Huhta; Library Director Chris Skaugset; Human Resources Director Chris Smith; Administrative Services Director Kris Swanson

4. **APPROVAL OF MINUTES**

20-000469 OCTOBER 22, 2020 WORKSHOP MINUTES
OCTOBER 22, 2020 WORKSHOP MINUTES
OCTOBER 22, 2020 REGULAR MEETING MINUTES

On a motion duly made and passed, the reading of the minutes, copies of which had been submitted to the Mayor and members of the City Council, was waived and the minutes were approved as if read.

5. **CHANGES TO THE AGENDA**

6. PRESENTATIONS & AWARDS**7. CONSTITUENTS' COMMENTS (Thirty Minutes)**

Father Nick Mather of Longview spoke in favor of the hosted encampment.

Bill Josh of Longview spoke in opposition of raising any tax at this time.

Spencer Boudreau of Longview spoke in opposition of raising taxes at this time.

Eric Springman of Longview offered support for the Council regarding the hosted encampment.

Allison Long of Longview urged the council to review data regarding hosted encampments to determine the best strategies.

8. FOLLOW-UP TO PAST CONSTITUENTS' COMMENTS**9. PUBLIC HEARINGS****20-000470 PROPOSED REVENUE SOURCES FOR THE 2021 GENERAL FUND BUDGET****RECOMMENDED ACTION:
CONDUCT THE PUBLIC HEARING**

Mayor Wallis opened the public hearing for the 2021 General Fund Budget at 7:23 p.m.

City Manager Sacha presented.

Bill Josh spoke in favor of cutting costs instead of tax rate increases.

Spencer Boudreau spoke in opposition of increasing tax rates.

Mayor Wallis closed the public hearing for this item at 8:01 p.m.

A motion was made by Mayor Pro Tem Wallin, seconded by Councilmember Schott to direct that the City Manager and City Attorney only prepare one ordinance resolution to keep the tax rate the same that it currently is.

Ayes: Councilmember Makinster, Councilmember Moon, Councilmember Schott, Mayor Pro Tem Wallin

Abstain: Councilmember Strobel

Nay: Councilmember Kendall

20-000471 PROPOSED 2021-2022 BIENNIAL BUDGET & 2021-2025 CAPITAL IMPROVEMENT PLAN (CIP) (1ST HEARING)

RECOMMENDED ACTION:
CONDUCT THE PUBLIC HEARING

Mayor Wallis opened the public hearing at 8:02 p.m.

City Manager Sacha presented.

There being no one wishing to speak, Mayor Wallis closed the public hearing at 8:55 p.m.

10. BOARD & COMMISSION RECOMMENDATIONS

11. ORDINANCES & RESOLUTIONS

12. MAYOR'S REPORT

Mayor Wallis urged the public to remain diligent in wearing masks and social distancing.

13. COUNCILMEMBERS' REPORTS

Councilmember Strobel reported the re-opening of the Library at a limited, by-appointment basis and the Council of Government's involvement in Washington State University Extension.

Councilmember Moon reported holding the first international meeting of the Sister City Commission and provided a School Board update.

14. CONSENT CALENDAR

A motion was duly made and passed approving the items on the Consent Calendar as though acted on individually.

20-000467 APPROVAL OF CLAIMS

FIRST HALF NOVEMBER ACCOUNTS PAYABLE, SECOND HALF OCTOBER PAYROLL

Final accounts payable: \$2,402,824.19; checks numbered 24774 through 25051.

20-000448 PROJECT COMPLETION – HILLCREST & HILLSIDE BOOSTER PUMP STATIONS

RECOMMENDED ACTION:

MOTION TO ACCEPT AS COMPLETE THE HILLCREST & HILLSIDE BOOSTER PUMP STATIONS PROJECT

20-000449 PROJECT COMPLETION – COLUMBIA THEATRE EXTERIOR PAINT PROJECT

RECOMMENDED ACTION:

MOTION TO ACCEPT AS COMPLETE THE COLUMBIA THEATRE EXTERIOR PAINT PROJECT

20-000464 CONSULTANT AGREEMENT WITH GIBBS AND OLSON ENGINEERING FOR 2402 38TH PUMP STATION UPGRADE

RECOMMENDED ACTION:

MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSULTANT AGREEMENT WITH GIBBS AND OLSON ENGINEERING

20-000465 CONSULTANT AGREEMENT WITH GIBBS AND OLSON ENGINEERING FOR 2626 38TH PUMP STATION UPGRADE

RECOMMENDED ACTION:

MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSULTANT AGREEMENT WITH GIBBS AND OLSON ENGINEERING

20-000447 CONSULTANT AGREEMENT WITH PBS ENGINEERING & ENVIRONMENTAL FOR 2600 42ND PUMP STATION UPGRADE

RECOMMENDED ACTION:

MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSULTANT AGREEMENT WITH PBS ENGINEERING & ENVIRONMENTAL

20-000463 CONSULTANT AGREEMENT WITH PBS ENGINEERING & ENVIRONMENTAL FOR 46TH AVENUE RECONSTRUCTION – PHASE 2

RECOMMENDED ACTION:

MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSULTANT AGREEMENT AMENDMENT WITH PBS ENGINEERING & ENVIRONMENTAL

20-000466 CONSULTANT AGREEMENT WITH WSP USA FOR 4014 OAK PUMP STATION UPGRADE

RECOMMENDED ACTION:

MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSULTANT AGREEMENT WITH WSP

20-000477 RESOLUTION NO. 2343 - EMERGENCY DECLARATION ALABAMA STREET SEWER REPAIRS

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2343.**15. CITY MANAGER'S REPORT**

20-000472 AUTHORIZATION TO TRANSFER LS NETWORKS FIBER OPTICS FRANCHISE TO INSTARAGF ASSET MANAGMENT INC.

RECOMMENDED ACTION:

MOVE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CONSENT TO TRANSFER OF LS NETWORKS FRANCHISE RIGHTS TO INSTARAGF ASSET MANAGEMENT, INC.

A motion was made by Councilmember Makinster, seconded by Councilmember Moon, to authorize the City Manager to execute a consent to transfer of LS Networks Franchise rights to INSTARAGF Asset Management, Inc. The motion carried unanimously.

16. MISCELLANEOUS

20-000474 EXECUTIVE SESSION: REAL ESTATE TRANSACTION

Councilmember Wallin requested a workshop on this item instead of discussing it during an executive session. City Manager Sacha agreed to schedule a workshop for November 19th.

17. ADJOURNMENT

The meeting was adjourned at 9:41 p.m.

*Kassi Mackie
City Clerk*

*Approved: _____
Mayor*

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NEXT REGULAR COUNCIL MEETINGS:

THURSDAY NOVEMBER 19, 2020- 7:00 P.M. SPECIAL MEETING (NOVEMBER 26TH

**MEETING RESCHEDULED DUE TO THANKSGIVING HOLIDAY)
THURSDAY DECEMBER 10, 2020 - 7:00 P.M.**



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Council Member Chet Makinster
Council Member Steve Moon
Council Member Christine Schott
Council Member Hillary Strobel

Thursday, November 12, 2020

6:00 PM

Virtual Meeting

1. **CALL TO ORDER**

Mayor Wallis called the meeting to order at 6:00 p.m.

2. **ROLL CALL**

Present: Mayor Wallis, Councilmember Kendall, Councilmember Makinster, Councilmember Strobel, Councilmember Moon, Councilmember Schott, Mayor Pro Tem Wallin

Staff Present: City Manager Kurt Sacha; City Attorney Jim McNamara; Deputy City Clerk Kassi Mackie; Public Works Director Ken Hash; Community & Economic Development Director John Brickey; Parks & Recreation Director Jen Wills; Fire Chief Jim Kambeitz; Interim Police Chief Robert Huhta; Library Director Chris Skaugset; Human Resources Director Chris Smith; Administrative Services Director Kris Swanson

Guest: Gena James, Cowlitz County Health and Human Services

3. **WORKSHOP**

20-000473 HOSTED ENCAMPMENT PILOT PROJECT

RECOMMENDED ACTION:

DETERMINATION TO FURTHER EXPLORE THE HOSTED ENCAMPMENT PILOT

Gena James of Cowlitz County Health and Human Services presented.

Jennifer Langley requested information regarding the legality of a hosted encampment with the current ordinance in effect.

Spencer Boudreau spoke in favor of the council investigating the hosted encampment.

Teresa Purcell urged the council to find solutions regarding the hosted encampment.

Council consensus was to move forward with holding a joint workshop with the Cowlitz County Board of Commissioners to discuss this issue further.

4. **ADJOURNMENT**

The meeting was adjourned at 7:00 p.m.

*Kassi Mackie
Deputy City Clerk*

Approved: _____
Mayor

**NEXT REGULAR COUNCIL MEETINGS:
THURSDAY NOVEMBER 19, 2020- 7:00 P.M. SPECIAL MEETING (NOVEMBER 26TH
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THURSDAY DECEMBER 10, 2020 - 7:00 P.M.**



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Council Member Christine Schott
Council Member Hillary Strobel*

Thursday, November 19, 2020

7:00 PM

Virtual Meeting

1. **CALL TO ORDER**

Mayor Wallis called the meeting to order at 7:06 p.m.

2. **INVOCATION*/FLAG SALUTE**

20-000476 INVOCATION BY PAUL BRICKNELL OF COWLITZ COUNTY CHAPLAINCY

3. **ROLL CALL**

Present: Mayor Wallis, Councilmember Kendall, Councilmember Makinster, Councilmember Strobel, Councilmember Moon, Councilmember Schott, and Mayor Pro Tem Wallin

Absent: None

Staff Present: City Manager Kurt Sacha; City Attorney Jim McNamara; City Clerk Kaylee Cody; Deputy City Clerk Kassi Mackie; Public Works Director Ken Hash; Community & Economic Development Director John Brickey; Parks & Recreation Director Jen Wills; Fire Chief Jim Kambeitz; Interim Police Chief Robert Huhta; Library Director Chris Skaugset; Human Resources Director Chris Smith; and Administrative Services Director Kris Swanson

4. **APPROVAL OF MINUTES**

5. **CHANGES TO THE AGENDA**

6. **PRESENTATIONS & AWARDS**

7. **CONSTITUENTS' COMMENTS (Thirty Minutes)**
8. **FOLLOW-UP TO PAST CONSTITUENTS' COMMENTS**
9. **PUBLIC HEARINGS**

20-000484 PROPOSED 2021-2022 BIENNIAL BUDGET & 2021-2025 CAPITAL IMPROVEMENT PLAN (CIP) (2ND HEARING)

RECOMMENDED ACTION:
CONDUCT THE PUBLIC HEARING

Mayor Wallis opened the public hearing at 7:11p.m.

Spencer Boudreau of Longview requested a snapshot of the year to year expenditure changes within the upcoming and current budget cycles.

Mayor Wallis closed the public hearing at 7:17 p.m.

10. **BOARD & COMMISSION RECOMMENDATIONS**

11. **ORDINANCES & RESOLUTIONS**

20-000481 ORDINANCE NO. 3433 – LATE PENALTIES ON DELINQUENT WATER ACCOUNTS AND FEES FOR VOLUNTARY WATER TURN-ONS

RECOMMENDED ACTION:
MOTION TO ADOPT ORDINANCE NO. 3433.

A motion was made by Councilmember Kendall, seconded by Councilmember Moon, to adopt Ordinance 3433. The motion carried unanimously.

Michael O'Neill of Longview spoke in favor of passing Ordinance 3433.

Spencer Boudreau of Longview spoke in favor of Ordinance 3433.

20-000500 RESOLUTION NO. 2341- AUTHORIZING THE AD VALOREM TAX LEVY FOR 2021

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2341

A motion was made by Councilmember Wallin, seconded by Councilmember Moon, to adopt Resolution 2341. The motion carried unanimously.

Michael O'Neill of Longview spoke in favor of increasing the Ad Valorem Tax Levy.

Spencer Boudreau of Longview spoke in opposition of raising the Ad Valorem Tax Levy.

20-000499 ORDINANCE NO. 3434 - SETTING THE AD VALOREM TAX LEVY RATE FOR 2021

RECOMMENDED ACTION:

MOTION TO ADOPT ORDINANCE NO. 3434.

A motion was made by Councilmember Wallin, seconded by Councilmember Moon, to adopt Ordinance 3434. The motion carried unanimously.

Michael O'Neill of Longview spoke

Spencer Boudreau of Longview spoke in favor of the Ad Valorem Tax Levy.

Allison Long of Longview spoke in favor of raising the Ad Valorem Tax Levy.

20-000493 RESOLUTION 2338 - SOLID WASTE & RECYCLING RATE INCREASE

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2338.

A motion was made by Councilmember Schott, seconded by none, to adopt Resolution No. 2338. The motion failed for lack of a second.

20-000479 RESOLUTION NO. 2339 – WATER RATES FOR 2021

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2339.

A motion was made by Councilmember Strobel, seconded by Councilmember Kendall, to adopt Resolution 2339.

Allison Long of Longview spoke in favor of Resolution 2339.

John Melink of Longview spoke in favor of Resolution 2339.

Teresa Purcell of Longview spoke in favor of Resolution 2339.

Dave Fine of Longview spoke in favor of Resolution 2339.

The motion failed by the following vote:

Ayes: Councilmember Makinster, Councilmember Strobel, Councilmember Kendall

Nays: Councilmember Moon, Mayor Pro Tem Wallin, Councilmember Schott, Mayor Wallis

20-000480 RESOLUTION NO. 2340 – SEWER RATES FOR 2021

RECOMMENDED ACTION:
MOTION ADOPTING RESOLUTION NO. 2340.

A motion was made by Councilmember Strobel, seconded by Councilmember Kendall, to adopt Resolution 2340.

The motion failed by the following vote:

*Ayes: Councilmember Strobel, Councilmember Kendall, Councilmember Schott
Nays: Councilmember Makinster, Councilmember Moon, Mayor Pro Tem Wallin, Mayor Wallis*

**20-000498 RESOLUTION NO. 2344 - EMERGENCY DECLARATION OCEAN BEACH HIGHWAY
SEWER REPAIRS**

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2344.

A motion was made by Councilmember Makinster, seconded by Councilmember Strobel, to adopt Resolution No. 2344. The motion carried unanimously.

12. MAYOR'S REPORT

13. COUNCILMEMBERS' REPORTS

Councilmember Strobel reported on the temporary hold on the Library re-opening; reminded the public to be vigilant in social distancing and mask wearing; and reported regarding the National League of Cities Conference.

Councilmember Makinster provided an Airport Board update.

Mayor Pro Tem Wallin discussed an upcoming agenda item he is sponsoring and interest in beginning legislative session discussions.

14. CONSENT CALENDAR

A motion was duly made and passed approving the items on the Consent Calendar as though acted on individually.

**20-000478 PROJECT COMPLETION – WASHINGTON WAY & 15TH AVE. CORRIDOR TRAFFIC
SIGNAL IMPROVEMENT PROJECT**

RECOMMENDED ACTION:
**MOTION TO ACCEPT AS COMPLETE THE WASHINGTON WAY & 15TH AVE. CORRIDOR
TRAFFIC SIGNAL IMPROVEMENT PROJECT**

15. CITY MANAGER'S REPORT

16. MISCELLANEOUS

17. ADJOURNMENT

The meeting was adjourned at 8:47 p.m.

*Kaylee Cody
City Clerk*

*Approved: _____
Mayor*

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NEXT REGULAR COUNCIL MEETINGS:

THURSDAY, DECEMBER 10, 2020 - 7:00 P.M.

THURSDAY, DECEMBER 17, 2020 - 7:00 P.M. (SPECIAL MEETING TO REPLACE 12/24 MEETING - CANCELED DUE TO CHRISTMAS HOLIDAY)



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Council Member Hillary Strobel

Thursday, November 19, 2020

6:00 PM

Virtual Meeting

1. **CALL TO ORDER**

Mayor Wallis called the meeting to order at 6:00 p.m.

2. **ROLL CALL**

Present: Mayor Wallis, Councilmember Kendall, Councilmember Makinster, Councilmember Strobel, Councilmember Moon, Councilmember Schott, and Mayor Pro Tem Wallin

Absent: None

Staff Present: City Manager Kurt Sacha; City Attorney Jim McNamara; City Clerk Kaylee Cody; Deputy City Clerk Kassi Mackie; Public Works Director Ken Hash; Community & Economic Development Director John Brickey; Interim Police Chief Robert Huhta; Human Resources Director Chris Smith; Administrative Services Director Kris Swanson; and Finance Office Supervisor Susan Chamberlain

3. **WORKSHOP**

20-000482 UTILITY LMC & RESOLUTION CHANGES WORKSHOP

RECOMMENDED ACTION:
DIRECTION TO STAFF

Public Works Director Ken Hash and Administrative Services Director Kris Swanson presented.

No final action was taken.

20-000483 UTILITY RATES WORKSHOP

RECOMMENDED ACTION:
DIRECTION TO STAFF

Public Works Director Ken Hash presented.

No final action was taken.

4. **ADJOURNMENT**

The meeting was adjourned at 7:00 p.m.

*Kaylee Cody
City Clerk*

Approved: _____
Mayor

NEXT REGULAR COUNCIL MEETINGS:

THURSDAY, DECEMBER 10, 2020 - 7:00 P.M.

THURSDAY, DECEMBER 17, 2020 - 7:00 P.M. (SPECIAL MEETING - REPLACES REGULAR MEETING SCHEDULED FOR 12/24 CANCELED DUE TO CHRISTMAS HOLIDAY)



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Council Member Hillary Strobel

Thursday, November 19, 2020

7:30 PM

Virtual Meeting

1. **CALL TO ORDER**

Mayor Wallis called the meeting to order at 8:52 p.m.

2. **ROLL CALL**

Present: Mayor Wallis, Councilmember Kendall, Councilmember Makinster, Councilmember Strobel, Councilmember Moon, Councilmember Schott, Mayor Pro Tem Wallin

Absent: None

Staff Present: City Manager Kurt Sacha; City Attorney Jim McNamara; City Clerk Kaylee Cody; Deputy City Clerk Kassi Mackie; Public Works Director Ken Hash; Community & Economic Development Director John Brickey; Parks & Recreation Director Jen Wills; Fire Chief Jim Kambeitz; Interim Police Chief Robert Huhta; Library Director Chris Skaugset; Human Resources Director Chris Smith; and Administrative Services Director Kris Swanson

3. **WORKSHOP**

20-000497 COUNCIL POLICY AS IT RELATES TO DEVELOPMENT IN THE DOWNTOWN CORE

Community and Economic Development Director John Brickey presented.

Dave Fine of Longview urged the council to consider the parking configuration of the properties within downtown.

Michael O'Neill of Longview spoke in favor downtown development.

The council was unanimously in favor of moving forward with potential development downtown.

4. **ADJOURNMENT**

The meeting was adjourned at 9:49 p.m.

Kaylee Cody
City Clerk

Approved: _____
Mayor

NEXT REGULAR COUNCIL MEETINGS:

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**THURSDAY, DECEMBER 17, 2020 - 7:00 P.M. (SPECIAL MEETING TO REPLACE 12/24
MEETING - CANCELED DUE TO CHRISTMAS HOLIDAY)**



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Council Member Christine Schott
Council Member Hillary Strobel

Tuesday, December 1, 2020

6:00 PM

Virtual Meeting

1. **CALL TO ORDER**

Mayor Wallis called the meeting to order at 6:00 p.m.

2. **ROLL CALL**

Present: Mayor Wallis, Councilmember Kendall, Councilmember Makinster, Councilmember Strobel, Councilmember Moon, Councilmember Schott, and Mayor Pro Tem Wallin

Absent: None

Staff Present: City Manager Kurt Sacha; City Attorney Jim McNamara; City Clerk Kaylee Cody; Deputy City Clerk Kassi Mackie; Community & Economic Development Director John Brickey; Human Resources Director Chris Smith; and Administrative Services Director Kris Swanson

3. **EXECUTIVE SESSION TO DISCUSS A REAL ESTATE TRANSACTION**

Mayor Wallis adjourned the regular meeting and called the executive session to order at 6:04 p.m.

Mayor Wallis adjourned the executive session and called the regular meeting to order at 6:50 p.m.

4. **CITY MANAGER'S REPORT**

20-000505 COUNCIL AUTHORIZATION FOR CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT

RECOMMENDED ACTION:

MOTION TO AUTHORIZE THE CITY MANAGER TO SIGN THE PURCHASE AND SALE AGREEMENT

City Manager Kurt Sacha and Community and Economic Development Director John Brickey presented.

Bill Hallanger spoke in opposition of reducing parking in the downtown core.

Ann DeFrancisco spoke in opposition of reducing parking in the downtown core.

A motion was made by Councilmember Makinster, seconded by Councilmember Strobel to authorize continued communication with those interested in the property, for the City to obtain MIA appraisal on the property and to direct staff to return with more information at a future meeting. Motion carried unanimously.

5. ADJOURNMENT

The meeting was adjourned at 7:43 p.m.

*Kaylee Cody
City Clerk*

Approved: _____
Mayor

NEXT REGULAR COUNCIL MEETINGS:

THURSDAY, DECEMBER 10, 2020 - 7:00 P.M.

THURSDAY, DECEMBER 17, 2020 - 7:00 P.M. SPECIAL MEETING (DECEMBER 24TH MEETING CANCELED DUE TO CHRISTMAS)



COMMISSION (Chief of Police)



Robert V. Huhta, having heretofore taken a solemn oath to support the Constitution and Laws of the State of Washington, and the ordinances of the City of Longview, Washington, is hereby granted a COMMISSION as a general authority Washington peace officer, in accordance with the provisions of Longview Municipal Code 2.42.020 (8) and the Revised Code of Washington.

Having been appointed Chief of the Police of the City of Longview, **Robert V. Huhta**, is hereby commissioned as *Chief of Police*, in the Police Department of the City of Longview, Washington.

Effective date: December 1, 2020

Accepted:

A handwritten signature in blue ink, appearing to read "Robert V. Huhta", written over a horizontal line.

Signature

A handwritten date "12-1-2020" in blue ink, written over a horizontal line.

Date

Issued by:

A handwritten signature in blue ink, appearing to read "Kurt D. Saubert", written over a horizontal line.

City Manager, City of Longview

A handwritten date "12-1-2020" in blue ink, written over a horizontal line.

Date

Certificate of Appreciation

Respectfully awarded to:

GIAN PAUL MORELLI

In recognition of your many years of faithful dedication to the Columbia Theatre Association and Lodging Tax Advisory Council; and for providing ***quality entertainment, culture, and leadership*** for the citizens of Longview and greater Cowlitz County.

Mayor MaryAlice Wallis

Dec. 10, 2020

Date



City of Longview

Agenda Summary

REVIEW OF FINAL SUBDIVISION PLAT MT. SOLO PLACE PHASE 1, FOR APPROVAL

RECOMMENDED ACTION:

MOTION TO APPROVE THE FINAL SUBDIVISION PLAT FOR MT. SOLO PLACE PHASE 1 BASED UPON THE APPLICATION MEETING THE REQUIREMENTS FOR APPROVAL IN THE LONGVIEW MUNICIPAL CODE.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Council Initiative: Strengthen economic conditions & create new opportunities

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

Hinton Development, as Solo, LLC. has applied for Final Plat approval for the first phase of a three phase subdivision. The request is to approve a plat for 14 lots which extends existing Schneiter drive street and utilities in West Longview. No other amenities or improvements are in this first phase. The Planning Commission held a hearing on November 18 to consider the application and made a motion recommending the City Council take up the application for consideration and approval. The developer has opted to post surety bonds to allow deferred completion of some public improvements. This will allow home builders to complete construction without damaging sidewalks and planting strips.

STAFF CONTACT:

Adam Trimble, Interim Planning Manager

Attachments:

1. Memo to City Council re Mt Solo Place ph1 final plat
2. Phase 1 Mt Solo Place photos
3. Mt Solo Place ph1- vicinity, preliminary plat and master plan
4. Mt Solo Place Ph 1 Final Plat application
5. Mt Solo Place Final Plat SHEET 1
6. Mt Solo Place Final Plat SHEET 2
7. Mt Solo Place proposed CC&Rs
8. Mt. Solo Place proposed HOA Bylaws



Memorandum

December 3, 2020

TO: Longview City Council

FROM: Adam Trimble, Interim Planning Manager

SUBJECT: Case No. PC 2020-6 - Final Plat for Mt. Solo Estates Phase 1

At the November 18, 2020 Special Meeting, the Planning Commission voted to recommend the City Council consider the final plat application for Mt. Solo Place phase 1 for approval. The developer of Mt. Solo Place (formerly known as Mt. Solo Estates) subdivision has applied for Final Plat approval. If granted, lots will be created and home construction can begin. All of the necessary infrastructure and improvements have been installed or secured with a bond for later construction.

- The first 3-phases of this subdivision preliminary plat were approved together with numerous conditions of approval. However, the conditions, aside from a temporary fire department turnaround, are not applicable to this phase. All major conditions apply to phases 2 & 3.
- This first phase of the project is a simple, straightforward extension of an existing street and existing utilities. A total of 14 lots will be created. There are no off-site improvements like parks, trails or traffic control devices required on this phase.
- The attached final plat map has been found to confirm with the original proposal and will result in a block of homes as approved under the preliminary plat.
- The Longview Municipal code section [19.80.160 Final plat procedure](#) provides the City Council with the approval process below (staff responses in italics):

(7) Review by the City Council – Subdivisions. The city council shall review final plats at a public meeting considering the factors set forth below. The council review shall occur after the director and planning commission have completed review. The council shall determine whether:

(a) The final plat substantially conforms to the approved preliminary plat and conditions set thereon; *there is no change from the original layout*

(b) The public uses and interest will be served by the subdivision and the final plat meets the requirements of Chapter 58.17 RCW and of this chapter; *this is the first final plat in Longview since 2008. It has undergone all required reviews and clearances.*

(c) Improvements have been completed or properly guaranteed to be completed in accordance with LMC 19.80.210; *The developer has provided a surety bond for later completion of sidewalks, planting strips, landscaping, street lights, mailboxes and additional items. This will allow homebuilders to construct homes without damaging the work.*

(d) The required dedications, certifications and acknowledgments and signatures required by this chapter have been duly stated and obtained; *The final plat dedicates the new public infrastructure and off-site stormwater facilities to the City. Signatures will be obtained in the order prescribed, after council action, due to the remote/virtual meeting formats occurring. The Mayor will sign last.*

(e) Inspection and street sign fees have been paid; *Inspection fees have been paid in full. The street sign is existing.*

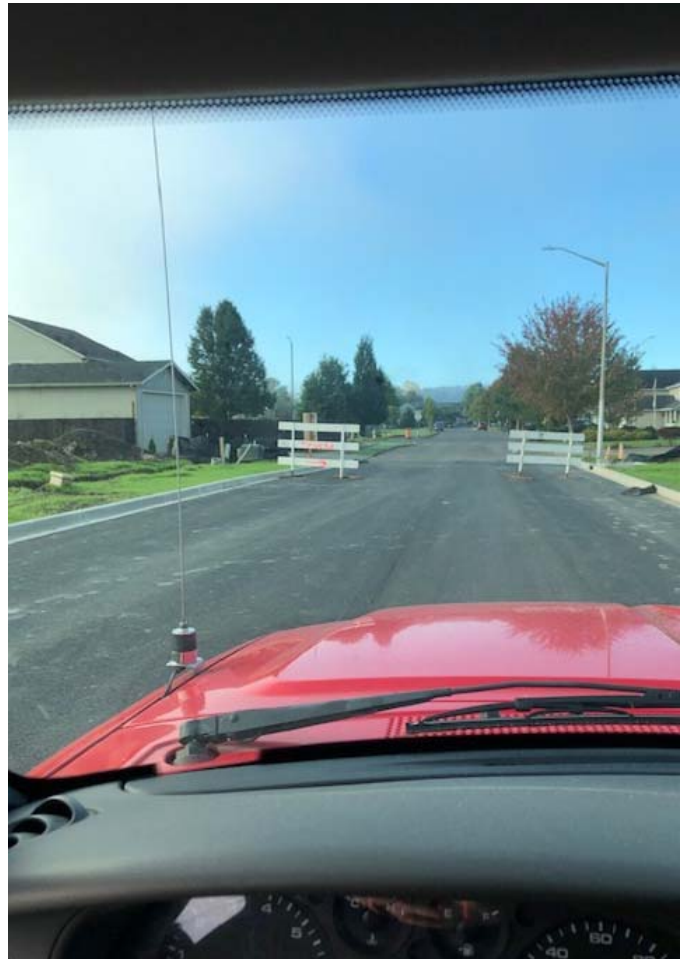
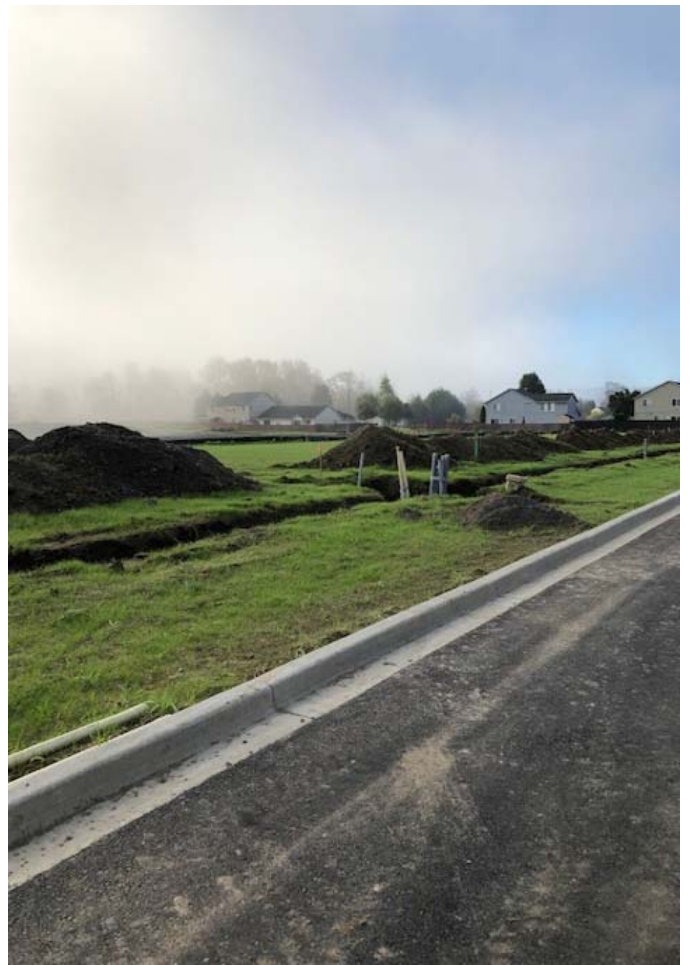
(f) Proposed covenants are in satisfactory form and ready for recording with the final plat; and *Attached to the agenda are the proposed covenants, which incorporate these lots into a homeowners association with the greater subdivision and master plan area, which will have some common areas to maintain when phases 2-3 are constructed.*

(g) Any other supplementary materials required by this division or by the council have been satisfactorily completed. If the council affirmatively makes the above determinations, the mayor shall inscribe and execute the council's will on the face of the original drawing and Mylar copies of the final plat. If the council withholds approval, it shall return the plat sheets and supplementary material to the applicant and provide a statement of reasons for its decision and of the changes necessary to permit granting approval. (Ord. 3090 § 2, 2009). *Staff and the Planning Commission are recommending approval of the final plat for Mt. Solo Place. A final map will be provided for the Mayor to sign if council affirmatively makes the above determinations.*

The agenda has pictures of the new street, the final plat application form and maps, and the proposed covenants.

If you have any questions please let me know at 360-442-5092.

LOOKING SOUTH AT
EXISTING NEIGHBORHOOD

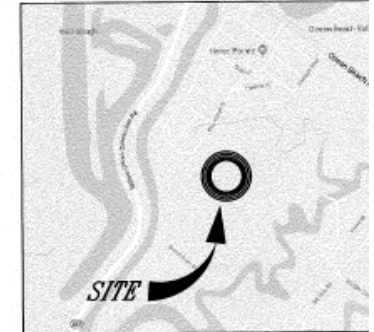


Mt. Solo Place Phase 1 Final Plat- aerial photo



MT. SOLO ESTATES PHASE I, II & III

CITY OF LONGVIEW, WASHINGTON
BEING A PORTION OF SECTIONS 14 AND 23, TOWNSHIP 8 NORTH, RANGE 3
WEST OF THE WILLAMETTE MERIDIAN COWLITZ COUNTY, WASHINGTON.
PARCEL # 107460100



VICINITY MAP
NTS

EXISTING	PROPOSED
- Gas Valve - Gas Meter - Power Pole - Electrical Service - Sanitary Manhole - Storm Inlet - Storm Inlet - Telephone Pedestal - Fire Hydrant - Water Valve - Well - Water Meter - Indicates Manhole - Catch Basin - Electric Locate - Telephone Locate - Fence - Overhead Power - Gas Line Locate 5 Foot Contour 1 Foot Contour - Water Line - Sanitary Line - Storm Line - Existing Pavement - Existing Gravel Road	- Sanitary Manhole - Sanitary Cleanout - Storm Manhole - Catch Basin / Water - Storm Inlet Protect - Curb Inlet - Stormwater Catch - Thrust Block - Water Valve - Fire Hydrant - Water Blow-off - Water Service - Lateral and Meter - Storm Line - Water Line - Sanitary Line - Property Line - Phase Line - Major Contours - Minor Contours - ADA Ramp Complete - W/Street Construct - Storm Complete - W/Street Construct - New Pavement - Storm Access Road

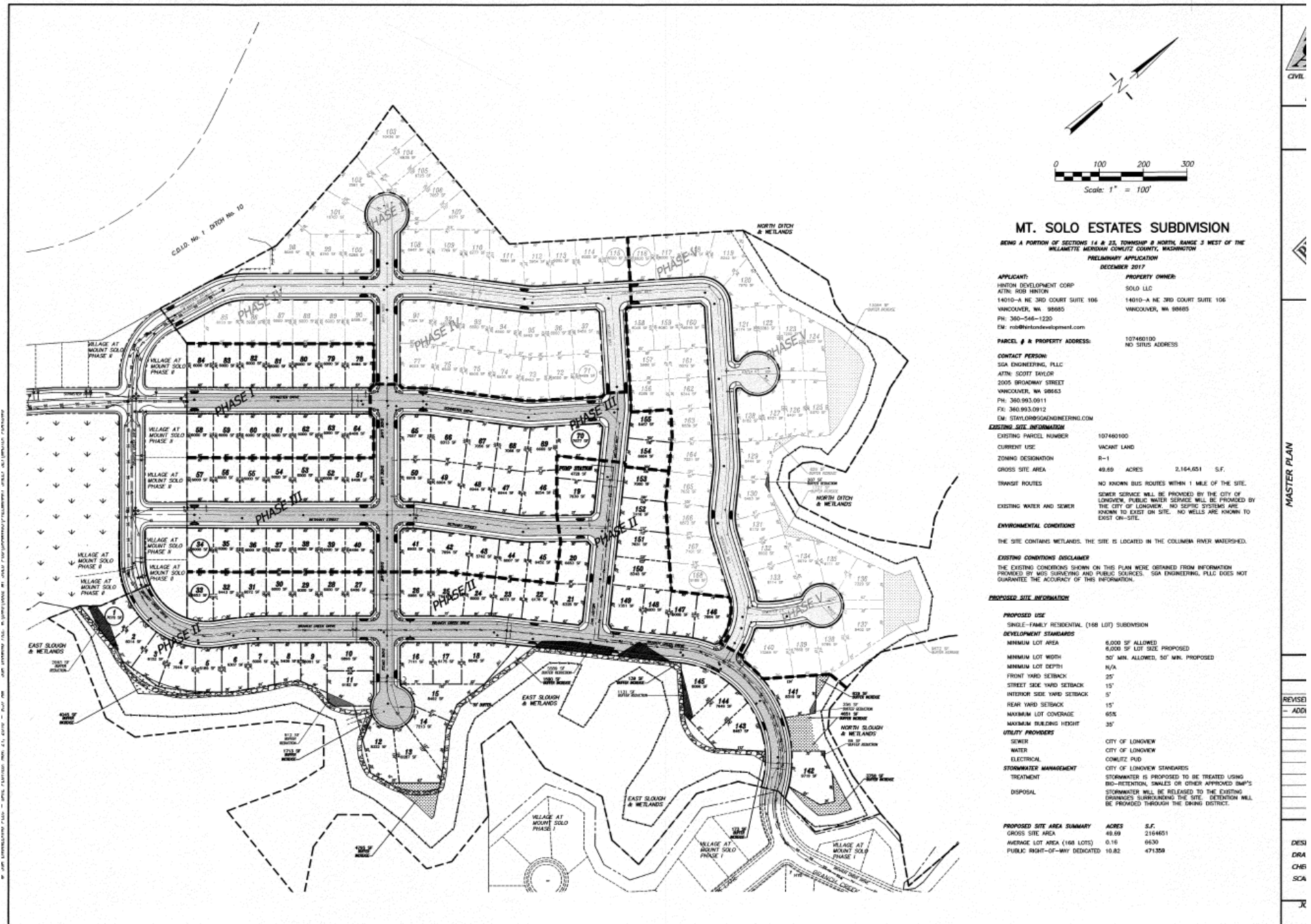
OWNER/DEVELOPER
HINTON DEVELOPMENT CORP.
14010-A NE 3RD COURT, SUITE 106
VANCOUVER, WA 98685
PHONE: (360) 546-1220
ATTN: ROB HINTON
EMAIL: ROB@HINTONDEVELOPMENT.COM

CONTACT/ENGINEER
SGA ENGINEERING, PLLC
2005 BROADWAY
VANCOUVER, WASHINGTON 98663
PHONE: (360) 993-0911
FAX: (360) 993-0912
EMAIL: STAYLOR@SGAENGINEERING.COM



UNLESS INDICATED OTHERWISE

Mt. Solo Place- 168 lot master plan for reference.





Final Subdivision Plat Application

Community Development Department ♦ 1525 Broadway, P.O. Box 128 ♦ Longview, WA 98632 ♦ 360.442.5086/Fax 360.442.5953

Application for a Final Subdivision Plat LMC 19.80.160 Application Number: _____ Preliminary Plat Application Number: _____	THIS SECTION FOR OFFICE USE ONLY:
Name of Subdivision: Mt. Solo Estates	
Applicant: SOLO, LLC _____ (Print All Information) Phone: 360-921-7410 _____ Contact Name: Joe Melo _____ Email: joe@hintondevelopment.com Mailing Address: 14010-A NE 3 rd Court _____ (Street or PO Box) City: Vancouver _____ State: WA Zip: 98685 -	
Property Owner: same as applicant _____ (Print All Information) Phone: _____ Contact Name: _____ Email: _____ Mailing Address: _____ City: _____ State: _____ Zip: _____	
Represented By: Jaima Johnson, Krista Harrington, Deanna Haake _____ (If Different From Above) Phone: 360-980-0124 _____ Mailing Address: 655 W Columbia Way, #200 _____ Email: builderdev@fnf.com _____ City: Vancouver _____ State: WA Zip: 98660 _____	
Relationship to Owner: Title Company – Fidelity National Title _____	
Applicant's Engineer: SGA Engineering – Jason Mattos _____ Phone: 360-993-0911 _____ Mailing Address: 2005 Broadway _____ Email: jmattos@sgaengineering.com City: Vancouver _____ State: WA Zip: 98663 _____	

Signature of Engineer or Surveyor: _____

James R. Pitts

Total Acreage of Site: 2.52 _____

Total Number of Lots: 14 _____

Buildable: 14 _____

Common: _____

FILING FEE:

Base Fee: \$1,738 +

Number of Lots (14) times \$81.00 fee per lot..... \$1134.00 _____

Total Fee: \$2872.00 _____

Comments: _____

SUPPLEMENTARY MATERIALS PER LMC 19.80.160(2) INCLUDING:

Two copies of the final plat on Mylar material:..... _____

Copy of Deed Restrictions and Restrictive Covenants (CCR's): _____

Title Report:..... _____

As-Built Plans:..... _____

Complete Survey and Field Computation Notes: _____

Plat Performance Bond: Amount _____

All items listed under LMC 19.80.160(2): _____

Comments: _____

LONGVIEW PLANNING COMMISSION:

Public Hearing Scheduled: Date: _____ 7:00 PM

Comments: _____

LONGVIEW CITY COUNCIL:

Public Hearing Scheduled: **Date:** _____ 7:00 PM

Comments: _____

UNITED STATES OF AMERICA

The State of Washington

Secretary of State

I, KIM WYMAN, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

ARTICLES OF INCORPORATION

to

MT. SOLO ESTATES HOMEOWNERS ASSOCIATION

A WA NONPROFIT CORPORATION, effective on the date indicated below.

Effective Date: 10/08/2020
UBI Number: 604 535 482



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

A handwritten signature in cursive script that reads "Kim Wyman".

Kim Wyman, Secretary of State

Date Issued: 10/08/2020

Do not write, sign, or stamp outside the double line.

BILL OF SALE

The Grantor(s), SOLO, LLC, for and in consideration of good and valuable consideration the receipt and sufficiency of which is/are hereby acknowledged, dedicates and conveys to the City of Longview, a Municipal Corporation, all public sanitary, storm, and water systems improvements which have been connected to the existing system being served by the City of Longview and described as follows:

Legal / Parcel #: 107460-100

Project: Mt Solo Estates Phase 1

Dated this 12th day of October, 2020.

Signature

Nikole Hinton-Duke
SOLO, LLC

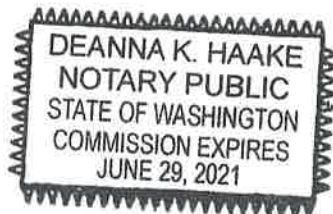
STATE OF WASHINGTON)

) ss

COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that Nikole Hinton-Duke signed this instrument, on oath stated that he / she is authorized to execute the instrument as the Authorized Rep of SOLO, LLC and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 12th day of October, 2020.



Signature of Notary Public

Deanna K. Haaque

Printed Name of Notary Public

Vancouver

Notary Public for the State of Washington, residing

My Commission Expires: 06-29-2021

PERIMETER DESCRIPTION:

A PARCEL OF LAND IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COWLITZ COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH CORNER OF LOT 61 OF "VILLAGE AT MT. SOLO PHASE 2" ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS AT PAGE 163, RECORDS OF COWLITZ COUNTY, WASHINGTON, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 49°43'15" WEST, ALONG THE NORTHEAST LINE OF SAID PLAT, FOR A DISTANCE OF 260.00 FEET TO THE NORTH CORNER OF LOT 59 OF SAID PLAT;

THENCE LEAVING SAID NORTHEAST LINE, NORTH 40°16'45" EAST, FOR A DISTANCE OF 425.00 FEET;

THENCE SOUTH 49°42'35" EAST, FOR A DISTANCE OF 92.02 FEET;

THENCE SOUTH 04°43'15" EAST, FOR A DISTANCE OF 11.29 FEET;

THENCE SOUTH 49°43'15" EAST, FOR A DISTANCE OF 60.00 FEET;

THENCE NORTH 85°16'45" EAST, FOR A DISTANCE OF 11.31 FEET;

THENCE SOUTH 49°43'15" EAST, FOR A DISTANCE OF 92.00 FEET;

THENCE SOUTH 40°16'45" WEST, FOR A DISTANCE OF 425.00 FEET TO THE NORTH CORNER OF SAID LOT 61, SAID POINT BEING THE TRUE POINT OF BEGINNING.

CONTAINING 2.52 ACRES.

LEGEND:

● INDICATED MONUMENT FOUND AS NOTED

SURVEY REFERENCE:

- 1) VILLAGE AT MT. SOLO PHASE 2 VOL. 13, PAGE 164
2) VILLAGE AT MT. SOLO PHASE 1 VOL. 13, PAGE 100

DEED REFERENCE:

- 1) GRANTOR: CLACKAMAS THREE LLC
GRANTEE: SOLO, LLC
AUDITORS FILE NUMBER: 3532911

LICENSED LAND SURVEYOR

SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF ____ 20__ .

RESIDING AT _____

FILED FOR RECORD AT THE REQUEST OF THIS ____ DAY OF ____ 20__ AT ____ MINUTES PAST ____ O'CLOCK __M., AND RECORDED IN VOLUME ____ OF PLATS, ON PAGE ____ , RECORDS OF COWLITZ COUNTY, WASHINGTON.

DECLARANT DECLARATION:

THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED "MT. SOLO PLACE HOMEOWNERS ASSOCIATION", A HOMEOWNERS ASSOCIATION, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR TERRACE VIEW, RECORDED UNDER COWLITZ COUNTY RECORDING NO. ____

BY: _____ PRINTED _____ SIGNED _____ TITLE _____ DATE _____

ACKNOWLEDGMENT:

STATE OF WASHINGTON .
COUNTY OF COWLITZ .

SIGNED OR ATTESTED BEFORE ME ON _____ BY _____
MANAGER OF _____ LLC, A WASHINGTON LIMITED LIABILITY COMPANY

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE) SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE (HIS/HER) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

WITNESS MY HAND AND SEAL HERETO AFFIXED ON THIS ____ DAY OF ____ 20__ .

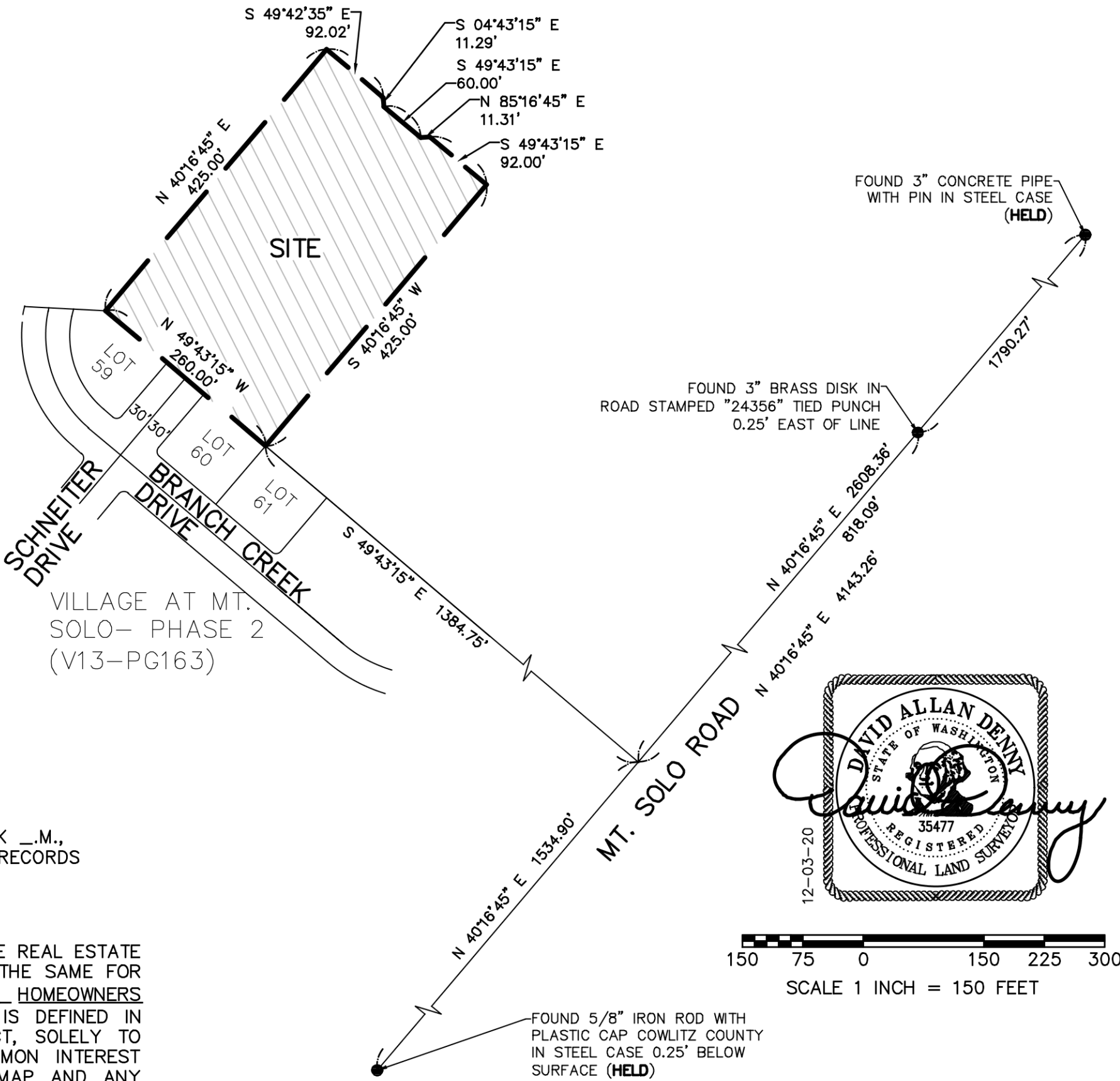
SIGNED _____
NOTARY PUBLIC IN AND FOR THE STATE OF _____
RESIDING IN _____
MY COMMISSION EXPIRES _____
PRINT NOTARY NAME _____

MINISTER AND GLAESER SURVEYING, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUIESCENCE, ESTOPPEL, ETC.

A FIELD TRAVERSE WAS PERFORMED USING A THREE SECOND TOTAL STATION. THE FIELD TRAVERSE MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090. ALL CORNERS NOTED AS FOUND WERE VISITED ON 11-14-17.

MT. SOLO PLACE PHASE 1

A SUBDIVISION IN A PORTION OF THE NW 1/4 AND NE 1/4 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, COWLITZ COUNTY, WASHINGTON.
SHEET 1 OF 2



NOTICE:

APPROVAL DOES NOT GUARANTEE THE AVAILABILITY OF A DOMESTIC WATER SUPPLY. APPROVAL OF THIS SUBDIVISION DOES NOT GUARANTEE THE ISSUANCE OF ANY FUTURE PERMITS.

NOTES:

- 1) ALL LOTS SHALL BE DEVELOPED AS SINGLE FAMILY LOTS.
- 2) ALL LOTS SHALL BE GRADED TO SLOPE TOWARDS THE STREETS OR SLOUGHS IN SUCH A MANNER THAT THERE SHALL BE NO STANDING WATER OR DRAINAGE ACROSS ADJOINING PROPERTIES. REAR LOT LINE DRAINAGE SYSTEMS ARE STRONGLY DISCOURAGED.
- 3) ALL AREA DRAINS SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS WITH AN EASEMENT GRANTED TO THE "MT. SOLO PLACE HOMEOWNERS ASSOCIATION".
- 4) ARCHITECTURAL DESIGN APPROVAL FROM THE CITY OF LONGVIEW IS REQUIRED FOR ALL SINGLE-FAMILY HOMES, AND THAT IT IS THE RESPONSIBILITY OF THE DEVELOPER, BUILDER TO OBTAIN DESIGN APPROVAL FOR EACH, INCLUDING MODEL HOMES, PRIOR TO THE SALE OF ADVERTISEMENT FOR SALE OF THE HOME. SIDEWALK AND LANDSCAPING APPROVAL IS REQUIRED BEFORE OCCUPANCY PERMIT.
- 5) AN EASEMENT IS HEREBY RESERVED UNDER AND UPON THE EXTERIOR SIX (6) FEET OF ALL BOUNDARY LINES OF THE LOTS AND TRACTS ADJACENT TO PUBLIC AND/OR PRIVATE ROADS FOR THE INSTALLATION, CONSTRUCTION, RENEWING, OPERATING AND MAINTAINING ELECTRIC, TELEPHONE, TV, CABLE, WATER AND SANITARY SEWER SERVICES. ALL LOT CONTAINING PADMOUNT TRANSFORMERS ARE SUBJECT TO THE MINIMUM CLEARANCES AS DEFINED BY COWLITZ PUBLIC UTILITIES CONSTRUCTION STANDARDS, ALSO, A SIDEWALK EASEMENT, AS NECESSARY TO COMPLY WITH ADA SLOPE REQUIREMENTS, SHALL BE RESERVED UPON THE EXTERIOR SIX (6) FEET ALONG THE FRONT BOUNDARY LINES OF ALL LOTS ADJACENT TO PUBLIC STREETS.

BASIS OF BEARING: N 40°16'45" E ALONG THE CENTERLINE OF MT. SOLO ROAD BETWEEN FOUND MONUMENTS PER SURVEY REFERENCE 1.

CITY ENGINEER:

APPROVED THIS ____ DAY OF ____ , 20 ____ .

CHAIRMAN, ATTEST, SECRETARY

LONGVIEW PLANNING COMMISSION:

APPROVED THIS ____ DAY OF ____ , 20 ____ .

MAYOR, CITY OF LONGVIEW ATTEST, CITY CLERK:

I HEREBY CERTIFY THAT THE TAXES OF THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR OF 20 ____ .

COWLITZ COUNTY TREASURER

AUDITOR'S CERTIFICATE:

FILED FOR RECORD AT THE REQUEST OF THIS ____ DAY OF ____ , 20__ AT ____ MINUTES PAST ____ O'CLOCK __M., AND RECORDED IN VOLUME ____ , OF PLATS, ON PAGE ____ , RECORDS OF COWLITZ COUNTY, WASHINGTON.

COWLITZ COUNTY AUDITOR

DEPUTY AUDITOR

SURVEYOR'S CERTIFICATE:

I, DAVID ALLAN DENNY, A PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT OF "MT. SOLO PLACE PH. 1" CORRECTLY REPRESENTS A SURVEY AND SUBDIVISION OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AND THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT; THAT THE DISTANCES, COURSES, AND ANGLES ARE SHOWN HEREON CORRECTLY AND THAT MONUMENTS AND LOT CORNERS HAVE BEEN SET ON THE GROUND AS SHOWN ON THE PLAT.

DATED: _____
DAVID ALLAN DENNY, PROFESSIONAL LAND SURVEYOR, PLS NO. 32451

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT _____, THE UNDERSIGNED _____ OWNER(S) IN FEE SIMPLE OF THE LAND HEREBY SUBDIVDED, HEREBY DECLARE THIS SUBDIVISION AND DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS AND EASEMENTS OR WHATEVER PUBLIC PROPERTY; THERE IS SHOWN ON THE PLAT AND THE USE THEREOF FOR ANY AND ALL PUBLIC PURPOSES; ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS OR FILLS UPON THE LOTS, BLOCKS, TRACTS, ETC., SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL STREETS, SHOWN HEREON.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND(S) AND SEAL(S) THIS ____ DAY OF ____ , 20 ____ .
SIGNED AND SEALED _____

STATE OF WASHINGTON

COUNTY OF COWLITZ

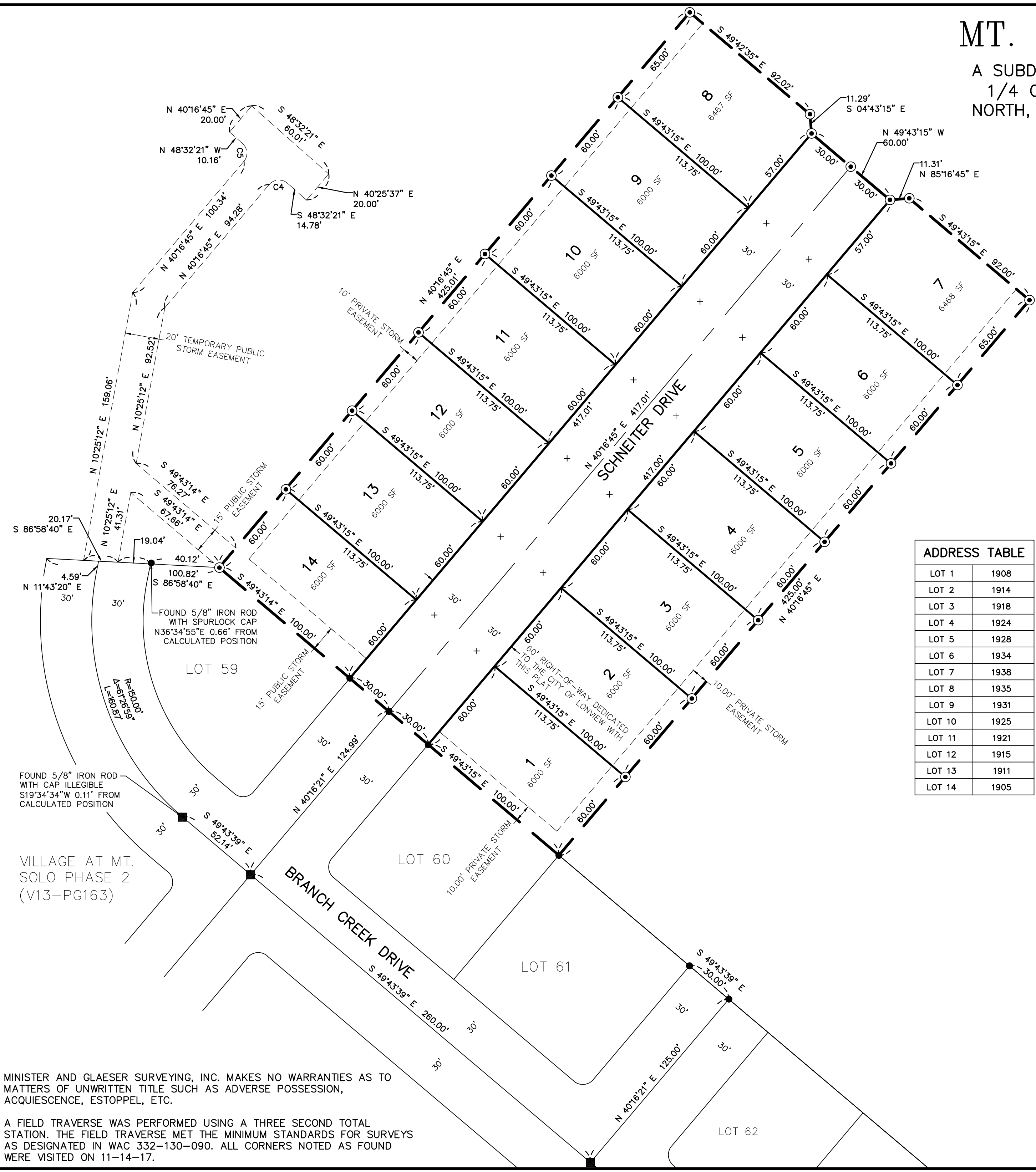
THIS IS TO CERTIFY THAT ON THIS ____ DAY OF ____ 20__ , BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED _____ TO BE KNOWN TO BE THE INDIVIDUAL(S) WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE USES AND PURPOSES THEREIN MENTIONED.

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL THE DAY AND YEAR IN CERTIFICATE FIRST ABOVE WRITTEN _____ NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT _____

	MINISTER-GLAESER SURVEYING INC. 2200 E. EVERGREEN BLVD. VANCOUVER, WA 98661 (360) 694-3313
SCALE: 1"=150' JOB NO: 17-240 DWG NO: 17240 DATE: 12-03-20 CALC BY: DAD DRAWN BY: DED CHECKED BY: DAD SHEET 1 OF 2	

MT. SOLO PLACE PHASE 1

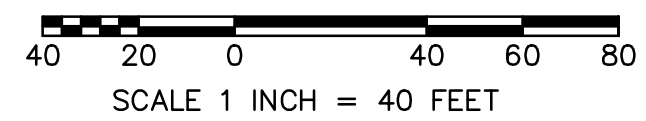
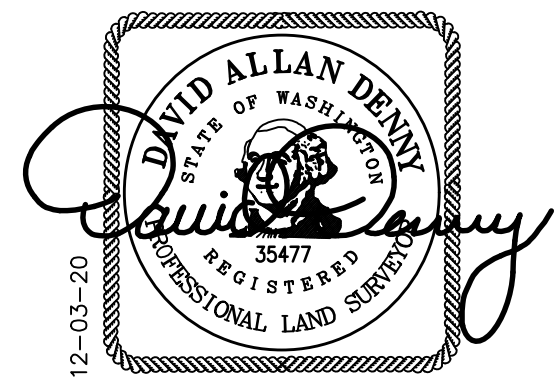
A SUBDIVISION IN A PORTION OF THE NW 1/4 AND NE 1/4 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, COWLITZ COUNTY, WASHINGTON.
SHEET 2 OF 2



ADDRESS TABLE	
LOT 1	1908
LOT 2	1914
LOT 3	1918
LOT 4	1924
LOT 5	1928
LOT 6	1934
LOT 7	1938
LOT 8	1935
LOT 9	1931
LOT 10	1925
LOT 11	1921
LOT 12	1915
LOT 13	1911
LOT 14	1905

- LEGEND:
- INDICATES FOUND 5/8" IRON ROD WITH CAP "LS 24356" HELD FOR EAST LINE OF VILLAGE AT MT. SOLO ESTATES PHASE 2 (V13-163) UNLESS OTHERWISE NOTED
 - ⊙ INDICATES 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "D. DENNY 35477", SET
 - + INDICATES ROCK NAIL WITH BRASS WASHER INSCRIBED 35477 SET AT THE EXTENSION OF LOT LINE IN THE CURB, FOR THE PURPOSE OF WITNESS CORNER
 - INDICATES 5/8" REBAR ROD WITH CAP ILLEGIBLE, HELD FOR CENTERLINE UNLESS OTHERWISE NOTED

● BASIS OF BEARING: N 40°16'45" E ALONG THE CENTERLINE OF MT. SOLO ROAD BETWEEN FOUND MONUMENTS PER SURVEY REFERENCE 1.



MINISTER AND GLAESER SURVEYING, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUIESCENCE, ESTOPPEL, ETC.

A FIELD TRAVERSE WAS PERFORMED USING A THREE SECOND TOTAL STATION. THE FIELD TRAVERSE MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090. ALL CORNERS NOTED AS FOUND WERE VISITED ON 11-14-17.

MINISTER-GLAESER
SURVEYING INC.
2200 E. EVERGREEN BLVD.
VANCOUVER, WA 98661
(360) 694-3313

SCALE: NA
JOB NO: 17-240
DWG NO: 17240
DATE: 12-03-20
CALC BY: DAD
DRAWN BY: DED
CHECKED BY: DAD
SHEET 2 OF 2

AFTER RECORDING RETURN TO:
Lennar Northwest, Inc.
Attn: John Marquardt.
11807 NE 99th Street, Suite 1170
Vancouver, WA 98682

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MT. SOLO PLACE

Grantor/Declarant: LENNAR NORTHWEST, INC., a Delaware corporation
Grantee: LENNAR NORTHWEST, INC., a Delaware corporation
Abbreviated: NW ¼ Section 23 T8N R3W, SW ¼ Section 17 T8N R3W, City of Longview, Cowlitz County, Washington.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR MT. SOLO PLACE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IS FOR MT. SOLO PLACE.

WHEREAS, the Declarant and the Owner, at 14010-A NE 3rd Court, Vancouver, WA 98685 signing below, or control, all that certain real property and improvements thereon located in the City of Longview, County of Cowlitz, State of Washington, described in, incorporated herein by reference, and also referred to as Mt. Solo Place ("Property"), recorded concurrently with this Declaration; and

WHEREAS, Declarant intends to develop the Property as a residential development subject to the provisions of the Revised Code of Washington Chapter 64.90 and to establish the residential development of Mt. Solo Place. Declarant desires to impose these mutually beneficial covenants, conditions, restrictions, easements, assessments and liens on the Property under a comprehensive general plan of improvement and development for the benefit of all of the Owners, the Lots and Common Areas and shared utilities within the Property; and

WHEREAS, Declarant and the Owner signing below have deemed it desirable for the preservation of the values and amenities within the Property to create a homeowners association, to which will be delegated and assigned the powers and authority to own, maintain and administer the Association, Common Areas and shared facilities, and administer and enforce the covenants, conditions, and restrictions of this Declaration, and collect and disburse the assessments and charges hereinafter created.

NOW THEREFORE, Declarant and the Owner signing below declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens, or as noted herein, which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of the Association and of each Lot Owner.

SECTION 1

DEFINITIONS

1.1 "Architectural Review Committee" or "ARC" shall be appointed as provided in Section 6.1 below.

1.2 "Articles" shall mean the Articles of Incorporation for the non-profit corporation, MT. SOLO PLACE Homeowners Association, or such similar name approved by and which have been or shall be filed by Declarant with the Washington Secretary of State on or prior to conveyance of the first Lot to an Owner other than Declarant.

1.3 "Association" shall mean the nonprofit corporation to be formed as Mt. Solo Place Homeowners Association, its successors and assigns.

1.4 "Board" or "Board of Directors" shall mean the duly appointed or elected Board of Directors of the Association.

1.5 "Bylaws" shall mean the Bylaws of the Association, which have been or shall be recorded by Declarant in the deed records of Cowlitz County, Washington.

1.6 "Common Area" shall mean any areas of land shown on the recorded Plats, including any improvements thereon, which are intended to be devoted to the common use and enjoyment of the Members of the Association, and areas outlined herein as the maintenance responsibility of the Association, including but not limited to any signs, gates, paths or trails, parks equipment, or other shared utilities or improvements, and maintenance of any Easements held by the Association and as shown on the Plat.

1.7 "Declarant" shall mean Lennar Northwest, Inc., a Delaware corporation, its successors or assigns, or any successor or assign to some or all of its interest in the development of the Property. All successors to Declarant shall have the same rights and interest as the initial Declarant. "Declarant" shall not refer to any other subsequent purchaser of a Lot or Home.

1.8 "Declaration" shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Declaration of Covenants, Conditions and Restrictions for the Property.

1.10 "General Common Expenses" shall mean those Common Area expenses incurred by the Association for the benefit of all of the Owners of the Lots within the Property. Such definition shall also apply to the words "Common Expenses" as used in this Declaration.

1.11 "General Plan of Development" shall mean the Declarant's general plan of development of the Property as approved by appropriate governmental agencies, as may be amended from time to time.

1.12 "Home" shall mean any portion of a structure on a Lot designed and intended for use and occupancy as a residence by a single family or household.

1.13 "Lot" shall mean any plot of land indicated upon the recorded Plats of the Property or any part thereof creating individual Home sites, including any annexations to the Plats. These do not include Common Areas, Tracts or areas deeded to a government authority or utility.

1.14 "Lot Easement Area" shall mean those portions of any Lot subject to any easement benefiting the Association.

1.15 "Members" shall mean the Owners of Lots within the Property who are Members of the

Association.

1.16 "Mt. Solo Place" shall mean the real property and all Common Areas described on the recorded Plats for the Property, as well as any annexations of additional lands.

1.17 "Occupant" shall mean the occupant of a Home who shall be the Owner, lessee or any other person authorized by the Owner to occupy the premises.

1.18 "Owner" shall mean the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession under a land sale contract. The foregoing does not include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation.

1.19 "Plats" shall mean the recorded Plat of MT. SOLO PLACE, PHASE 1 and any future Plats annexed to Phase 1.

1.20 "Property" shall mean all real property described on the Plats, and any annexations of additional property, including the Common Area Tracts, and all improvements located on the real property, as may be brought within the jurisdiction of the Association and be made subject to this Declaration.

1.21 "Rules and Regulations" shall mean the documents containing rules and regulations and policies adopted by the Board of the Association or the Architectural Review Committee ("ARC") and as may be from time to time amended by the Board and/or ARC.

1.22 "Sale" shall mean the conveyance of a Lot to a party other than Declarant or a successor Declarant.

1.23 "Tract" shall mean a parcel of land shown on the Plats and denoted by the Word "Tract."

1.24 "Turnover Meeting" shall be the meeting called by the Declarant not later than a date that is sixty days after the conveyance of seventy-five percent of the units that may be created to unit owners other than a declarant, the board must schedule a transition meeting and provide notice to the unit owners in accordance with RCW 64.90.445(1)(c). At the transition meeting, the board elected by the unit owners must be elected in accordance with RCW 64.90.410(2) to the Class A members.

SECTION 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1 The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Longview, County of Cowlitz, State of Washington, in that certain plat entitled Mt. Solo Place Phase 1 and any future plats for Phases 2 and 3.

2.1.1 The Real Property is made up of Lots 1 through 14 in the MT. SOLO PLACE, PHASE 1 plat, Lots 15, 21 through 47 and 78 through 90 to be included in the MT. SOLO PLACE, PHASE 2 plat and Lots 16 through 20, 48 through 77 and 91 through 92 to be included in the MT. SOLO PLACE, PHASE 3 plat, as shown on attached Exhibit A. Lots included in the MT. SOLO PLACE, PHASE(s) 2 and 3 plats are anticipated to be annexed into the HOA upon recording of the plats for these phases.

2.2 Covenant of Annexation. The Declarant and Seller desire to annex the Mt. Solo Place Phases 2 and 3 Lots to the Mt. Solo Place Homeowners Association upon the close of escrow or start of homebuilding of the Lots in Phases 2 and 3 of the development. At the time of each Closing, a Covenant of Annexation shall be recorded annexing the Lots indicated for that Closing into the Association. The

Real Property is made up Lots 1 through 14 in the Mt. Solo Place Phase 1 plat. Any Real Property recorded as part of future phases annexed into the Association shall be subject to the terms hereof to the same extent as if originally included herein and subject to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant. Declarant currently anticipates that there will be a total of approximately 92 Lots in the subdivision, including the Lots on the Plat, and Lots and Tracts expected to be created in property to be annexed to the subdivision, but this number may be adjusted at the sole discretion of Declarant.

2.2.1 **Eligible Property.** There is no limitation on the number of Lots which Declarant may annex to the Property, or the right of Declarant to annex common property, except as may be established by applicable ordinances, agreements, or land use approvals.

2.2.2 **Consent or Joinder Not Required.** No consent or joinder of any Class A Member as defined in this Declaration or other party except the record owner of the land being annexed shall be necessary to effect any annexation made pursuant to this Section.

2.2.3 **Declaration of Annexation.** Annexation shall be evidenced by a written Declaration of Annexation executed by Declarant or (in the case of an annexation by action of members) by the Board and the owners of the property being annexed, setting forth the legal description of the property being annexed and any additional covenants, conditions, and restrictions to be applied to such annexed property. Notwithstanding any provision apparently to the contrary, a declaration with respect to any annexed property may:

2.2.3.1 establish such new land classifications and such limitations, uses, restrictions, covenants, and conditions with respect thereto as Declarant may deem to be appropriate for the development of the annexed property;

2.2.3.2 with respect to existing land classifications, establish additional or different limitations, uses, restrictions, covenants, and conditions with respect thereto as Declarant may deem to be appropriate for the development of such annexed property; or

2.2.3.3 contain provisions necessary or appropriate to comply with any condition, requirement, or imposition of any governmental or regulatory authority.

Without limitation of the meaning of the foregoing provisions of this Section 2.2.3, in any Declaration of Annexation, Declarant may, but shall not be obligated to: (i) establish different types of Lots and have particular rights and obligations pertain to different types of Lots; (ii) establish easements particular to different Lots; (iii) establish assessments that pertain only to certain types of Lots; (iv) establish maintenance obligations of the Association or of Owners that vary in accordance with different types of Lots or different tracts of Common Areas; (v) establish insurance and casualty provisions that relate to certain types of Lots and not others; and (vi) establish limited Common Areas that benefit particular Lots to the exclusions of other Lots and provisions particular to such limited Common Areas.

2.2.4 **Voting Rights; Allocation of Assessments.** Upon annexation, additional lots so annexed shall be entitled to voting rights and shall be responsible for payments or assessments as required for that fiscal year. At the beginning of the next fiscal year, assessments shall be reallocated and reapportioned equally based on the total number of lots following such annexations.

2.2.5 **No Duty to Annex.** Nothing herein contained shall establish any duty or obligation on the part of Declarant or any member to annex any property into the Association and no owner of property excluded from the Association shall have any right to have such property annexed thereto.

SECTION 3

OWNERSHIP AND EASEMENTS

3.1 Non-Severability. The interest of each Owner in the use and benefit of the Common Area shall be appurtenant to the Lot owned by the Owner. No Lot shall be conveyed by the Owner separately from the interest in the Common Area, subject to the provisions of Section 3.3. Any conveyance of any Lot shall automatically transfer the right to use the Common Area without the necessity of express reference in the instrument of conveyance. There shall be no judicial partition of the Common Areas. Each Owner, whether by deed, gift, devise, or operation of law, for the Owner's own benefit and for the benefit of all other Owners, specifically waives and abandons all rights, interests, and causes of action for judicial partition of any interest in the Common Areas and does further agree that no action for judicial partition shall be instituted, prosecuted, or reduced to judgment. The ownership interest in the Common Areas and Lots described in this Section are subject to the easements granted and reserved in this Declaration and in the Plats. Each of the easements reserved or granted herein shall be deemed to be established upon the recordation of this Declaration and shall forever be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots and shall be superior to all other encumbrances applied against or in favor of any portion of the Property.

3.2 Ownership of Lots. Title to each Lot within the Property shall be conveyed in fee to an Owner. If more than one person or entity owns an undivided interest in the same Lot, such persons or entities shall constitute one Owner. No Lot shall be divided or combined with any other Lot without the prior written approval of the ARC, and of Declarant so long as Declarant owns any Lot.

3.3 Ownership of Common Areas. Title to the Common Areas shall be conveyed to the Association not later than the date the first Lot is conveyed from Declarant to Owners other than Declarant successors or assigns, or seven years from the date this Declaration is recorded, whichever is earlier. Declarant or the Board may convey title to any present or future Common Area or Tracts to a city, county, or other government agency.

3.4 Easements. Individual deeds to Lots may, but shall not be required to, set forth the easements specified in this Section.

3.4.1 Easements on Plats. The Common Area and Lots are subject to the easements and rights of way shown or noted on the Plats.

3.4.2 Easements for Common Area. Every Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot.

3.4.3 Easements Reserved by Declarant. So long as Declarant owns any Lot, Declarant reserves an easement over, under, and across the Common Areas in order to carry out sales activities necessary or convenient for the sale of Lots. In addition, Declarant hereby reserves to itself, and for its successors and assigns, a perpetual easement and right-of-way for access over, upon, and across the Common Areas for construction, utilities, communication lines, drainage, and ingress and egress for the benefit of the Lots or other property owned by Declarant. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under, and across the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the improvements on the Property or other real property owned by Declarant in such a way as to not unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Lot by that Owner or that Owner's family, tenants, guests, or invitees. Further, Declarant reserves the right to install and maintain landscape improvements and hereby reserves a landscape maintenance easement on any Lot(s) or Common Areas as Declarant

deems necessary for sales and marketing purposes. Declarant is not obligated to provide any landscaping in said areas noted in this Section.

3.4.4 Additional Easements. Notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted by Declarant for the installation and maintenance of utilities and drainage facilities necessary for the development of the Property. No structure, planting, or other material shall be placed or permitted to remain within any easement area which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements thereon shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company, or the Association is responsible.

3.4.5 Association's Easements. There are hereby reserved to the Association and its duly authorized agents and representatives such easements on, under, and over the Property as are necessary to perform the duties and obligations of the Association set forth in this Declaration, the Bylaws, and Articles of Incorporation, as the same may be amended or supplemented.

3.4.6 Easement to Governmental Entities. There is hereby reserved and granted a non-exclusive easement over the Common Area to all governmental and quasi-government entities, agencies, utilities, and their agents for the purposes of performing their duties within the Property.

3.4.7 Maintenance Obligations/Owner Restrictions. Except as otherwise provided in this Declaration, the Owner, at the Owner's expense, shall maintain, repair, and replace the improvements and utility installations in any Lot Easement Area in a condition acceptable by the Board and shall hold the Association harmless from any such costs.

SECTION 4

LOTS AND HOMES

4.1 Residential Use. Lots shall be used for residential purposes only, except as otherwise required by RCW 64.90. Except with the consent of the Board of Directors of the Association, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept on stored on any Lot. Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the sale of residences, (b) the right of Declarant or any contractor or home builder to construct residences in any Lot, to store construction materials and equipment on such Lots in the normal course of construction, to use any residence as a sales office or model home for purposes of sales, and to maintain on site a temporary construction office or trailer, and (c) the right of the Owner of a Lot to maintain his professional or personal library, keep his personal business or professional records or accounts, handle his personal business or professional telephone calls or confer with business or professional associates, clients or customers, in his residence, so long as such activity is not observable outside of the residence, does not significantly increase parking or vehicular traffic, or is in violation of applicable local government ordinances. The Board of Directors shall not approve commercial activities otherwise prohibited by this paragraph unless the Board determines that only normal residential activities would be observable outside of the residence and that the activities would not be in violation of applicable local government ordinances.

4.2 Construction. Except for construction performed by or contracted for by Declarant, no construction, reconstruction or exterior alterations shall occur on any Lot unless the approval of

the ARC is first obtained pursuant to Section 6. Consideration such as siting or location on the lot, shape, size, color, design, height, solar access, or material may be taken into account by the ARC in determining whether or not to consent to any proposed work. Such work includes, but is not limited to Homes, storage shelters, swimming pools, spas, landscaping, greenhouses, patios, fencing, basketball hoops or exterior remodeling. The intent of this covenant is to ensure quality of workmanship and material, harmony of external design with the existing and planned structures as to location and visual compatibility and finish grade elevations. All construction must comply with the Ridgefield Municipal Code and Building Code Standards. Original construction designs, materials and product specifications by Declarant may vary from any or all specified in this document. All construction performed by or contracted for by Declarant shall be presumed to have met these minimum requirements or have been granted a variance thereto.

4.3 Design Guidelines. The following restrictions are minimum standards applicable to all Lots:

4.3.1 Height. No Home shall exceed two (2) stories, excluding basement and/or garage levels, in height above the ground.

4.3.2 Building Sites. All structures shall be constructed in compliance with the setback and side yard requirements established by the City of Longview.

4.3.3 Garages. A garage must be constructed on each Lot. Garages may be used as a sales office by Declarant, but must be converted to a garage before permanent occupancy. Garages are to be maintained primarily for the storage of automobiles or similar vehicles. No garage may be enclosed or otherwise used for habitation, nor may any garage door be removed except when necessary to repair or replace a garage door with the same type of garage door.

4.3.4 Security Doors/Windows and Screen Doors. No security doors and no exterior security bars or devices on windows and doors shall be installed without the prior written approval of the ARC. If the ARC approves any type of security door or window security, such approval shall encourage or require a single style for all Homes so they will maintain a uniform and aesthetic appearance.

4.3.5 Exterior Materials. Exterior materials must be approved for use by the ARC. Roofing materials must be cedar shingle, cedar shake or minimum 30-year composition shingle. The exterior siding materials shall be cedar, stucco, Hardiplank, stone or an ARC approved alternative lap siding. T-111 plywood or other pressed wood sheet siding shall not be permitted. Windows shall be wood, vinyl, or an alternative material approved by the ARC. Exterior doors shall be wood or an alternative approved by the ARC. Garage doors may be of wood or metal construction. Front window trim shall be 1 inch by 4 inch, unless an alternative design is approved by the ARC. The ARC may approve other exterior materials to facilitate design, provided they are in keeping with the character of Mt. Solo Place dwellings shall be of double wall construction.

4.3.6 Exterior Finish. The exterior finish of all Improvements on any Lot shall be designed, built and maintained in such a manner as to blend in with the existing structures and landscaping within Mt. Solo Place. The ARC must approve exterior colors of Homes and other Improvements. All paint schemes shall be submitted to the ARC for approval prior to commencement of painting activities. Exterior trim, fences, doors, railings, decks, eaves, gutters and exterior finishes on garages and other accessory buildings shall be designed built and maintained to be compatible with the exterior of the Homes on the Lot. Mailbox and newspaper receptacles placed in front of any Lot shall be included in a single structure of a design approved by Declarant prior to construction unless otherwise dictated

by the U.S. Postal Service.

4.4 Completion of Construction. The construction of any building on any Lot, including painting and all exterior finish, shall be completed within six (6) months from the beginning of the construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the ARC. The Lot and building area shall be kept reasonably clean and in workmanlike order, free of litter, during the construction period with a garbage disposal facility located on site during such construction period. If construction has not commenced within three (3) months after the project has been approved by the ARC, the approval shall be deemed revoked unless the Owner has applied for and received an extension of time from the ARC. All provisions of this Section 4 shall exclude any construction by the Declarant.

4.5 Improvements and Landscaping. Maintenance of all landscape on Lots, including street frontage landscaping, is the Owner's sole responsibility. Further, all street trees shall be preserved and maintained in good condition at all times by the Lot Owner and replaced if necessary. Replacement of any street trees or rear yard trees shall be approved by the ARC and must be consistent with the City of Longview Community Development Code standards regarding size and type. In addition, Owner shall comply with the City of Longview's tree ordinance(s) including but not limited to maintenance and preservation of all existing trees in yards. All landscaping and improvements on any Lot shall be maintained and cared for in a manner consistent with the standard of design and quality as originally established by Declarant or the ARC. Maintenance of landscaped areas shall include, but not be limited to watering, weeding, pruning, fertilization, mowing and other forms of maintenance. All lots shall be kept free of weeds and diseased or dead lawn, trees, ground cover or shrubs shall be promptly removed and replaced. All lawn areas shall be watered, fertilized and neatly mowed, and trees and shrubs shall be fertilized and neatly trimmed on regular basis.

4.5.1 Landscape installation on Lots by Owners is subject to approval by the ARC. All landscape on all Lots shall be completed no later than six (6) months after occupancy. No Owner may connect to any Association maintained irrigation system.

4.5.2 If Owner fails to maintain or repair Owner maintained areas, Declarant or the Board of Directors reserves the right to cause such maintenance and/or repair to be performed on behalf of Owner subject to Section 4.21.

4.5.3 Declarant reserves the right to install and maintain landscape improvements on any Lots or Common Area as described in Section 3.4.3 above.

4.6. Rental of Homes. An Owner shall be entitled to rent his residence if:

4.6.1 Written Rental Agreements Required. There is a written rental or lease agreement specifying that: (i) the tenant shall be subject to all provisions of the Declaration, Bylaws and Rules and Regulations, and (ii) failure to comply with any provision of the Declaration, Bylaws and Rules and Regulations shall constitute a default under the rental agreement.

4.6.2 Minimum Rental Period. The period of the rental or lease is not less than thirty (30) days; and

4.6.3 Tenant Must Be Given Documents. The Owner gives each tenant a copy of the Declaration, Bylaws and Rules and Regulations.

4.6.4 Owner Responsibility. Owner shall be responsible for any violations by tenants and shall be solely responsible for either correcting or eliminating such violations, or getting

tenant to do same.

4.7 Animals. No animals, livestock or poultry of any kind shall be raised, bred, kept or permitted within any Lot other than a reasonable number of domestic household pets which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance. Any inconvenience, damage or unpleasantness caused by such pets, including noise, shall be the responsibility of the respective Owners thereof. No dogs shall be permitted to roam the Property unattended, and all dogs shall be kept on a leash while outside a Lot. It is the sole responsibility and requirement of any pet owner to immediately cleanup any pet waste deposited upon any Lot, Common Area, or Association maintained easement area. An Owner may be required to remove a pet from the Property upon the receipt of the third notice in writing from the Association Board of Directors of violation any rule, regulation or restriction governing pets within the Property. A "reasonable number of domestic household pets" and the definition of "domestic household pets" shall be subject to rules adopted and approved by the Board in its sole discretion. Dog runs and doghouses must be fully screened or fenced from view from any other Lot and must not be visible from the street. The design and construction of such screening, enclosure or doghouse is subject to guidelines adopted by the Architectural Review Committee.

4.8 Nuisance. No noxious, harmful or offensive activities shall be carried on upon any Lot or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or jeopardizes the enjoyment, or which is a source of annoyance to the other Owners or Occupants.

4.9 Parking. Parking of boats, trailers, commercial vehicles, mobile homes, campers, other recreational vehicles or equipment regardless of weight shall not be allowed on any part of the Lot or Common Area except within a fenced area as approved by the ARC. All fencing must conform to Section 4.13. Parking shall only be in garages or driveways if no portion of the vehicle overhangs the street, sidewalks or pathways. Garages shall be primarily used for vehicular parking and not solely for storage. In addition, parking of vehicles is prohibited on any public street, private street or Common Areas within the Property if so designated as a "no parking" area and are subject to being towed. Any vehicle in violation of this Section can be towed or impounded as provided in Section 10.8 below.

4.10 Vehicles in Disrepair. No Owner shall permit any vehicle, which is not currently licensed or is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot for a period in excess of forty-eight (48) hours, nor on a Common Area for any length of time. A vehicle shall be deemed in an "extreme state of disrepair" when the Board of Directors reasonably determines that its presence offends the Owners and Occupants. Should any Owner fail to remove such vehicle within five (5) days following the date on which the notice is mailed and charge the expense of such removal to the Owner. All oil or grease on roadways and/or driveways shall be cleaned up immediately by Owner. Any vehicle in violation of this Section can be towed or impounded as provided in Section 10.8 below.

4.11 Signs. No signs shall be erected or maintained on any Lot except that not more than one "For Sale" sign placed by the Owner, Declarant or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any Lot, subject to the provisions of Section 9.2 below and applicable law. The restrictions contained in this paragraph shall not prohibit the temporary placement of "political" signs on any Lot by the Owner or Occupant, or construction and marketing related signage by the Declarant or its contractors, subject to compliance of the sign and its placement with applicable law. No signs of any kind, other than Declarant's marketing signs or any Association signs for the common good of the Community, which have been previously approved by the Board of Directors, will be allowed on Common Areas. The foregoing restrictions shall not be deemed to prohibit the display of the flag of the United States by an Owner or occupant of a Lot if the flag is displayed on the Lot in a

manner consistent with federal flag display law, 4 U.S.C. § 1 *et seq.*, and RCW 64.90.510(1). The Board may adopt reasonable rules and regulations consistent with federal flag display law regarding the placement and manner of display of such flag and the location and size of the flagpole.

4.12 Rubbish and Trash. No Lot or part of the Common Area shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for timely and proper disposal, out of public view. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto streets, the Common Areas or any other Lots. Should any Owner fail to remove any trash, rubbish, garbage, yard rakings or any such materials from any Lot, any roadways or Common Area where deposited by him/her within five (5) days following the date on which notice is mailed to him/her by the Board of Directors, the Association may have such materials removed and charge the expense of such removal to the Owner. Each Owner is responsible for trash disposal, and shall remove individual trash containers within twelve (12) hours of collection. No trash and/or storage containers shall be visible from any adjacent street or neighboring Lot, and shall not be allowed to emit any odors or attract insects or rodents.

4.13 Fences and Hedges. No fences or boundary hedges shall be installed without prior written approval of the ARC. Further, all fences must meet the City of Longview Municipal Code Standards regarding fencing. Except as otherwise provided in this Declaration, any fencing installed on Owner's Lots either by Owner, or by Declarant, will be Owner's maintenance responsibility. The responsibility for and cost of maintenance, repair and replacement of fencing on boundary lines between Lots will be shared by the Owners on either side of the fence in accordance with RCW Chapter 16.60, including sharing equally the cost of the installation of any new fence or replacement fence as necessary for the Lot and Improvements to remain in good repair and condition. Fences enclosing a Lot are the owner's responsibility, including any fence located in the Front Yard. Fences on boundary lines between Lots and Common Areas will be the sole responsibility of the Lot Owner, except as otherwise provided in Sections 5.1 above. All fences that are the Owner's responsibility shall be maintained in a condition acceptable to the Board and ARC. Stained fencing shall be maintained using Sherwin Williams – WoodScapes semi-transparent stain in SW 3518 Hawthorne @ 150%, or matching stain color from another manufacturer. The maximum height of a boundary fence on any Lot shall be six (6) feet. Said fence may not be placed forward of the Home's front building footprint. Side yard fencing on any Lot shall maintain a minimum five (5) foot setback from the front of the Home. Any variance to approved designs and material shall be "equal to, or better", and will require ARC approval.

4.14 Basketball Equipment. Service Facilities: Utilities. All basketball hoops and backboards shall be portable, shall not be placed upon any street within the community, and shall not be affixed to a garage, residence, stationary post or other structure on a Home. When not in use, basketball hoops and backboards shall be stored out of sight of neighboring Homes. Service facilities (e.g. garbage containers, clotheslines, gardening equipment, air conditioning compressors, etc.) shall be screened such that the elements screened are not visible at any time from the street or a neighboring Home. All utility lines shall be maintained, repaired and replaced by the Owner of each Lot, or all Owners collectively at their sole expense. The Association is not responsible for the maintenance of any utility, cable TV, or phone service facilities. The exterior location of any heating and air conditioning compressors or heat pumps shall be approved in advance by the ARC. Said locations must take into consideration the noise and view from adjacent Homes.

4.15 Antennas, Satellite Dishes and Solar Collectors. No Owner may erect or maintain a television or radio receiving or transmitting antenna, or similar implement or apparatus, or solar collector panels or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view along the public street right-of-way directly in front (and side, in the case of a corner Lot) of the house erected on such Lot; and no such apparatus shall be erected without the prior written consent of the ARC. Exterior satellite dishes with a surface

diameter of eighteen (18) inches or less may be placed on any Lot, subject to ARC approval, so long as they are installed above the first story (at least eight feet off the ground) and fully below the highest peak of the roof, in the least noticeable location as possible, such as at the eaves or other break in the natural lines of the residence. The ARC, as designated in this Declaration, shall have the absolute authority to determine whether the placement of the satellite dish fits these standards. The authority of the ARC in this matter shall be subject to any regulations issued by the Federal Communications Commission ("FCC") or any other applicable governmental authority.

4.16 Exterior Lighting or Noisemaking Devices. Except with the consent of the ARC, no exterior lighting or noisemaking devices shall be installed or maintained on any Lot, other than security and fire alarms. Area, flood and ornamental lighting must be of a subdued nature. False alarms of security and fire systems will not be allowed to repeatedly occur. Seasonal holiday lighting and decorations are permissible if consistent with any applicable rules and regulations and if removed within thirty (30) days after the celebrated holiday.

4.17 Grades, Slopes, and Drainage. There shall be no modification to and/or interference with the established grading and/or drainage patterns or other systems over or through any Lot or Common Areas on the Property, unless properly engineered and permitted by the City of Longview, if required, and as approved by the ARC. Notwithstanding the foregoing, however, any permitted modifications to the established grading and/or drainage patterns may not affect other Lots, Common Areas and/or real property on or outside of the Property. The term "established grading and/or drainage patterns" shall mean any Declarant installed walls, grading, drainage systems, conduits, inlets and outlets, designed and constructed on the Property.

4.18 Damage or Destruction to Home and/or Lot. If all or any portion of a Lot or Home is damaged by fire or other casualty, the Owner shall either (i) restore the damaged improvements or (ii) remove all damaged improvements, including foundations, and leave the Lot in a clean and safe condition. Any restoration proceeding under (i) in the immediately preceding sentence must be performed so that the improvements are in substantially the same condition in which they existed prior to the damage, subject to current governmental regulations and building codes. The Owner must commence such work within sixty (60) days after the damage occurs and must complete the work within six (6) months thereafter.

4.19 Detached Building. No permanent or removable detached accessory buildings, including, but not limited to, storage buildings, greenhouses, children's playhouses and similar structures, shall be built without the prior written consent of the ARC and may not be built in any front or side yards adjacent to a street. All such detached buildings must meet the City of Longview Municipal Code and Building Code Standards. No detached buildings shall be used as additional living space and none shall contain any plumbing. Permanent outbuildings shall be of a one (1) story design, shall not exceed nine (9) feet above the existing grade of the Lot, and shall be constructed of wood with roofing, siding color, style and finish that matches that of the exterior material of the house. Metal sheds are prohibited. Heavy duty rubber or unbreakable plastic or composite storage sheds that are portable and temporary in nature, may be approved providing that they are: (i) screened or hidden from the view of neighboring Lots and Common Areas, and (ii) aesthetically harmonious with the home in terms of color and texture/finish (e.g. pebbled/muted/dull).

4.20 Owner's Maintenance Obligations. Each Owner shall maintain their Lot and improvements in a clean and attractive condition, in good repair and in such a fashion as not to create a hazard of any kind. Such maintenance shall include, without limitation, painting or staining, repair, replacement and care of roofs, gutters, downspouts, surface water drainage, walls and other exterior improvements and glass surfaces. In addition, each Owner shall keep shrubs, trees, grass and plantings of every kind neatly trimmed, fertilized, property cultivated and free of trash, weeds and other unsightly materials. The provisions of this Section include all areas on Lots.

4.21 City Ordinances and Regulations. The standards and restrictions of the Section 4 shall be the minimum required. To the extent the ordinances and regulations of the City of Longview, Washington are more restrictive or provide for a higher or different standard, the ordinances and regulations of the City of Longview, Washington shall prevail.

4.22 Security. The Association is not responsible for security of the neighborhood or any Homes. The Owners are exclusively responsible for security of their Home and Property.

4.23 Environmental Issues. Each Owner acknowledges that Mt. Solo Place includes environmentally sensitive areas and that there are common stormwater drainage systems within Mt. Solo Place. The stormwater drainage systems shall be kept free from debris. Each Owner and the Association shall comply with all applicable laws and ordinances regarding the storage, disposal or release of hazardous materials. No dumping, spilling, release or washing of hazardous materials, waste or debris shall be done or permitted by any Owner or the Association within Mt. Solo Place. All Owners and the Association shall dispose of any hazardous materials off site.

SECTION 5

COMMON AREA

5.1 Use of Common Areas. Use of Common Areas is subject to the provisions of the Declaration, Bylaws, Articles of Incorporation, and any Rules and Regulations promulgated by the Board of Directors. There shall be no obstruction of any part of any Common Areas. Nothing shall be stored or kept in any Common Area without the prior written consent of the Board of Directors, which can be withheld in the Board's sole discretion. The community of Mt. Solo Place may include entry features, recreational facilities, natural resource or critical area signage, trail easements, stormwater easements and other portions of Common Areas including areas within the Property dedicated to the City of Longview and/or the Consolidated Diking Improvements District #1, which the Board of Directors may elect to maintain. No alterations or additions to the Common Area shall be permitted without the prior written approval by the Board of Directors and the City of Longview, which can be withheld in the Board's sole discretion. Nothing shall be stored or kept in the Homes or Common Area which will increase the rate of insurance on the Common Areas without the prior written consent of the Board.

5.2 Maintenance of Common Area and Easements. Except as otherwise provided in this Declaration, the Association shall pay for and maintain any common improvements, including irrigation, and maintenance of any Easements held by the Association as described in Section 3.4.5. The Association shall keep the Common Areas, the improvements thereon, and any Easements in good condition and repair, provide for all necessary services and cause all acts to be done which may be necessary or proper to assure the maintenance of the Common Areas and Easements in first class condition. All landscaping and improvements on any Lot or Common Area shall be maintained and cared for in a manner consistent with the standard of design and quality as originally established by the Declarant or the ARC. All Lots and Common Areas shall be kept free of weeds and diseased or dead lawn, trees, ground cover or shrubs shall be promptly removed and replaced. All lawn areas shall be fertilized and neatly mowed, and trees and shrubs shall be fertilized and neatly trimmed on a regular basis. Fences and walls located on boundaries between General or Limited Common Areas and Lots will be deemed 'Boundary Fences' subject to the provisions of Section 5.3 below.

5.3 Maintenance Easements. The Owner of any Lot that includes a Common Maintenance Area, or adjoins or blends together visually with any Common Area must, if the Association so requires, permit the Association to enter upon the Lot to perform the maintenance of such Common Area. The Owner and Occupant of each Lot is responsible for controlling the Owner's or Occupant's pets so they do not harm or otherwise disturb persons performing such maintenance on behalf of the Association.

5.4 Funding. Expenditures for alterations, maintenance or repairs to an existing capital improvement for which a reserve has been collected shall be made from the reserve account(s). As provided in Section 10, the Board may levy a special assessment to fund any construction, alteration, repair or maintenance of an improvement (or any other portions of the Common Area and the Easements) for which no reserve has been collected or for which the reserve account is insufficient to cover the cost of the proposed improvement.

5.5 Condemnation of Common Area. If all or any portion of the Common Area is taken for any public or quasi-public use under any statute, by right of eminent domain or by purchase in lieu of eminent domain, the entire award shall be received by and expended by the Board of Directors in a manner which in their discretion is in the best interest of the Association. The Association shall represent the interest of all Owners in any negotiations, suit or action or settlement in connection with such matters.

5.6 Damage or Destruction of Common Area. In the event any Common Area or Easements are damaged or destroyed by an Owner or any of his Occupants, guests, tenants, licensees, agents or members of his family in a manner that would subject such Owner to liability for such damage under Washington law, such Owner does hereby authorize the Association to repair such damage. The Association shall repair the damage and restore the area in workmanlike manner as originally constituted or as may be modified or altered subsequently by the Association in the discretion of the Board of Directors. The reasonable cost necessary for such repairs shall become a special assessment upon the Lot of the Owner who caused or is responsible for such damage.

5.7 Enforcement by the Governing Jurisdiction. The provisions of this Declaration relating to preservation and maintenance of Common Elements shall be deemed to be for the benefit of the governing jurisdiction as well as the Association and Owners of Lots, and the governing jurisdiction may enforce such provisions by appropriate proceedings at law or in equity, and shall have the authority to enter Association Property to perform any required maintenance or repair necessary to correct a problem which threatens public health, safety or welfare or to protect and preserve public property or facilities, or may cause such maintenance or repair to be performed and the costs of such work shall become a lien upon the Property. Any unpaid taxes on any property owned in common, or any costs incurred by the City of Longview to enforce the rights granted hereunder, shall constitute a proportional lien on all property of each owner in common.

SECTION 6

ARCHITECTURAL REVIEW COMMITTEE

6.1 Architectural Review. No improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the improvement have been submitted to and approved in writing by the ARC. It is the intent and purpose of this Declaration to assure quality of workmanship and materials and to assure harmony of exterior design with the existing improvements and landscaping. The ARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Lot Owners. The procedure and specific requirements for review and approval of construction may be set forth in design guidelines adopted from time to time by the ARC. Construction by the Declarant is presumed to have been approved and is thereby exempt from this review. In all cases which the ARC consent is required by this Declaration, the provision of this section shall apply.

6.2 Architectural Review Committee, Appointment and Removal.

6.2.1 The ARC shall consist of no fewer than three (3) members and no more than five (5) members, except that for so long as Declarant retains the right to appoint the ARC members, Declarant may appoint a single person to serve as the ARC. Subject to the foregoing, the exact size of the ARC shall be determined by Declarant until the Turnover Date (as defined below) and thereafter by the Owners.

6.2.2 Declarant reserves the right to determine the exact size of the ARC, subject to the parameters set forth in Section 6.2.1 above, and to appoint, remove (at any time for any reason with or without cause), and replace all members of the ARC until the earlier to occur of (the "Turnover Date"): (a) the date which is one (1) year after the conveyance of the last Lot owned by Declarant to an Owner other than a successor Declarant or (b) upon election in writing by Declarant to delegate such right to the Owners.

6.2.3 On the Turnover Date, all members of the ARC appointed by Declarant shall resign and the Owners shall thereafter have the right to determine the exact size of the ARC, subject to the parameters set forth in Section 6.2.1 above, and to appoint, remove (at any time for any reason with or without cause), and replace all members of the ARC in accordance with this Section 6.2. All actions and decisions of the Owners regarding the size or composition of the ARC, including the appointment, removal or replacement of any of its members, shall be approved by a majority of the Owners, based on one (1) vote per Lot. There shall be no cumulative voting for the appointment of ARC members.

6.2.4 Any vote of the Owners regarding the size or composition of the ARC, including the appointment, removal or replacement of any of its members, may be conducted at a meeting of the Owners. Any Owner may call for a meeting of the Owners by delivering to each Owner in person at the Owner's Lot, or by mailing to each Owner by regular first-class mail at the address for the Owner's Lot on record with the Cowlitz County Department of Taxation and Assessment for the mailing of real property tax statements, a written notice stating the location, date, time and purpose of the meeting and the name of the Owner calling the meeting. The notice of the meeting must be delivered at least ten (10) days before the date of the meeting, but not more than fifty (50) days before the date of the meeting. All meetings shall be held at a location within the City of Longview, WA selected by the Owner calling the meeting and designated in the meeting notice. The Owner calling the meeting shall maintain minutes of the meeting, identifying the number and names of the Owners in attendance, describing all matters voted on at the meeting and the number of votes in favor of and against each such matter. The Owners shall not vote on any matters at a meeting unless such matters were described in the notice of the meeting. Following a meeting, the Owner who called the meeting shall deliver a copy of the meeting minutes to each Owner using one of the delivery methods described above for the delivery of meeting notices.

6.2.5 Any action or decision of the Owners regarding the size or composition of the ARC, including the appointment, removal or replacement of any of its members, may also be taken without a meeting if the action or decision is evidenced by a written consent describing the action taken or decision made and signed by a majority of the Owners, based on one (1) vote per Lot. Any action or decision of the Owners by written consent shall be effective when a majority of the Owners, based on one (1) vote per Lot, have signed the written consent unless the written consent specifies a different effective date. The record date for determining the Owners entitled to take action without a meeting shall be the date on which the first Owner signs the written consent. Upon the execution of any written consent by a majority of the Owners, based on one (1) vote per Lot, the Owner who prepared the written consent shall deliver a signed copy of the written consent to each Owner using one of the delivery methods described in Section 5.2.4 above for the delivery of meeting notices.

6.2.6 The term of office for each member of the ARC shall be for one (1) year unless lengthened by Declarant or the Owners, as applicable, at the time of appointment or election or unless a member of the ARC is sooner removed by Declarant or the Owners, as applicable, in accordance with this Section 6.2. Notwithstanding anything contained herein to the contrary, if any member of the ARC resigns, then the remaining members of the ARC shall have the right to appoint the resigning member's replacement who shall serve the remainder of the resigning member's term unless sooner removed in accordance with this Section 6.2. Declarant or the Owners may appoint one or more members to the ARC who are not Owners, but who have special expertise regarding the matters which come before the ARC.

6.3 Majority Action. Except as otherwise provided in this Declaration, a majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining members of the ARC. The ARC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

6.4 Duties. The ARC shall consider and act upon the proposals and/or plans submitted pursuant to this Section. The ARC, from time to time and at its sole discretion, may adopt architectural rules, regulations and guidelines ("Architectural Standards"). The Architectural Standards shall interpret and implement the provisions of this Declaration for architectural review and guidelines for architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features which may be used in the Property; provided, however that the Architectural Standards shall not be in derogation of the minimum standards established by this Declaration.

6.5 ARC Decision. The ARC shall render its approval or denial decision with respect to the construction proposal within twenty (20) working days after it has received all material required by it with respect to the application. All decisions shall be in writing. In the event the ARC fails to render its decision of approval or denial within sixty (60) days of receiving all material required by it with respect to the proposal, the application shall be deemed approved. Approval by the ARC does not imply government approval which is solely the responsibility of the Owner.

6.6 ARC Discretion. The ARC may, at its sole discretion, withhold consent to any proposed work if the ARC finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the ARC intends for the Property. Consideration such as siting or location on the Lot, shape, size, color, design, height, solar access, or other effect on the enjoyment of other Lots or the Common Area, and any other factors which the ARC reasonably believe to be relevant, may be taken into consideration by the ARC in determining whether or not to consent to any proposed work.

6.7 Nonwaiver. Consent by the ARC to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing the ARC's right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

6.8 Appeal. At any time after Declarant has delegated appointment of the members of the ARC to the Board of Directors pursuant to Section 6.2, any Owner adversely impacted by action of the ARC may appeal such action to the Board of Directors. Appeals shall be made in writing within ten (10) days of the ARC's action and shall contain specific objections or mitigating circumstances justifying the appeal. If the Board is already acting as the ARC, the appeal shall be treated as a request for a rehearing, but in such case the Board must actually meet and receive evidence and argument. A final, conclusive decision shall be made by the Board of Directors within fifteen (15) days after receipt of such notification. The determination of the Board shall be final.

6.9 Effective Period of Consent. The ARC's consent to any proposed work shall automatically be revoked three (3) months after issuance unless construction of the work has been commenced

or the Owner has applied for and received an extension of time from the ARC.

6.10 Determination of Compliance. The ARC shall inspect, from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial conformance with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice shall specify the particulars of any noncompliance and shall require the Owner to take the necessary action to bring the work into compliance with the approved project.

6.11 Noncompliance. If the ARC determines that an Owner has not constructed an improvement consistent with the specifications on which approval is based, and if the Owner fails to diligently commence to remedy such noncompliance in accordance with the provisions of the notice of noncompliance, then at the expiration of the third (3rd) day from the date of such notification, the ARC shall provide a notice of a hearing to consider the Owner's continuing noncompliance. The hearing shall be set not more than thirty (30) days from the date of the notice of noncompliance. At the hearing, if the ARC finds that there is no valid reason for the continuing noncompliance, the ARC shall determine the estimated costs of correcting it. The ARC shall then require the Owner to remedy or remove the same within a period of not more than ten (10) days from the date of the ARC's determination. If the Owner does not comply with the ARC's ruling within such period or within any extension of such period as the ARC, at its discretion, may grant, the Association may (a) remove the noncomplying improvement, (b) remedy the noncompliance, or (c) file suit to compel compliance. The costs of such action shall be assessed against the Owner and his Lot, including all attorneys' fees and other costs expended and incurred to enforce compliance before suit or action is filed and at trial or on any appeal or review of therefrom.

6.12 Liability. Neither the ARC, the Board, their agents, nor any member thereof shall be liable to any Owner, Occupant, or builder for any damage, loss or prejudice suffered or claimed or claimed to be suffered arising from any action by the ARC or a member thereof or failure of the ARC or a member thereof, provided only that the member has acted in good faith in accordance with the actual knowledge possessed by him.

6.13 Estoppel Certificate. Within fifteen (15) working days after written request is delivered to the ARC by an Owner, and upon payment to the ARC of a reasonable fee fixed by the ARC to cover costs, the ARC shall provide such Owner with a certificate executed by the Chairman of the ARC, and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date thereof either (a) all improvements made on done upon or within such Lot by the Owner comply with this Declaration or any Rules and Regulations either promulgated by the Board or the ARC, or (b) such improvements do not so comply, in which event, the certificate shall also identify the noncomplying improvements and set forth with particularity the nature of such noncompliance. The Owner, his/her/their heirs, devisees, successors and assigns shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between the Declarant, the ARC, the Association and all Owners, and all such persons deriving an interest through any of them.

SECTION 7

MT. SOLO PLACE HOMEOWNERS ASSOCIATION

7.1 Members. Each Owner shall be a mandatory member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of any Lot. Transfer of ownership of a Lot automatically transfers membership in the Association. Without any other act or acknowledgement, Occupants and Owners shall be governed and controlled by this Declaration the Articles of Incorporation, Bylaws, and Rules and Regulations and any

amendments thereof.

7.2 Proxy. Each Owner may cast his vote in person, pursuant to a proxy executed by the Owner, or by written ballot. An Owner may not revoke a proxy given pursuant to this Section except by actual notice or revocation to the person presiding over a meeting of the Association. A proxy shall not be valid if it is undated or purports to be revocable without notice. A proxy shall terminate one (1) year after its date, unless the proxy specifies a shorter term.

7.3 Voting Rights. The Association shall have two (2) classes of voting members.

7.3.2 Class B. The Class B member shall be the Declarant, its successors and assigns. The Class B member shall have three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the earlier of:

7.3.2.1 The date that Lots representing ninety percent (90%) of Lots anticipated to be created and subject to this Declaration, including any anticipated annexation of additional Lots, have been conveyed to Owners other than Declarant ("Termination Date"); or

7.3.2.2 At such earlier time as Declarant may elect in writing to terminate Class B membership.

Thereafter, each Owner, including the Declarant, shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote, and the total number of votes shall be equal to the total number of Lots.

When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event will fractional voting be allowed. Fractional or split votes shall be disregarded, except for purposes of determining a quorum. The total number of votes as of the Termination Date and thereafter shall be equal to the total number of Lots.

7.4 Procedure. All meetings of the Association, the Board of Directors, the ARC, and Association committees shall be conducted with such rules of order as may from time to time be adopted by the Board of Directors. Notwithstanding which rule of order is adopted, the chairman shall be entitled to vote on all matters, not merely to break a tie vote. A tie vote does not constitute a majority or approval of any motion or resolution.

SECTION 8

DECLARANT CONTROL

8.1 Interim Board and Officers. The Declarant hereby reserves administrative control of the Association. The Declarant, in its sole discretion, shall have the right to appoint and remove members of the interim Board of Directors, which shall manage the affairs of the Association and which shall be vested with all powers and rights of the Board of Directors. The interim Board shall consist of from one to three members. Notwithstanding the provision of this Section, at the Turnover Meeting (as hereinafter defined) at least one (1) Director shall be elected by Owners other than the Declarant, even if the Declarant otherwise has voting power to elect all of the members of the Board.

8.2 Turnover Meeting. Within sixty (60) days after the Termination Date, the Declarant shall call the Turnover Meeting as provided in Section 3.2 of the Bylaws for the purpose of turning over administrative control of the Association from the Declarant to the Class A members. The Declarant shall give notice of the meeting to each Owner as provided in the Bylaws. If the Declarant does not

call the meeting required under this Section, any Owner may do so.

8.3 Board of Directors. At and following the Turnover Meeting, the Board of Directors of the Association shall be comprised of three (3) directors. The directors will be elected in the manner provided in the Bylaws.

SECTION 9

DECLARANT'S SPECIAL RIGHTS

9.1 General. Declarant is undertaking the work of developing Lots and other improvements within the Property and annexing other Phases. The completion of the development work and the marketing and sale of the Lots is essential to the establishment and welfare of the Property as a residential community. Until the Homes on all Lots on the Property have been constructed, fully completed and sold, and all property annexed to the satisfaction of Declarant, with respect to the Common Areas and each Lot on the Property, the Declarant shall have the special rights set forth in this Section 9.

9.2 Marketing Rights. Declarant shall have the right to maintain a construction trailer, sales office and model on one or more of the Lots which the Declarant may or may not own, to be staffed by the employees of the Declarant or any licensed real estate sales agents. The Declarant and prospective purchasers and their agents shall have the right to use and occupy the construction trailer, sales office and models during reasonable hours any day of the week. The Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations of the Property, including, without limitation, the Common Area.

9.3 Declarant's Easements. The Declarant has reserved easements over the Property as more fully described in Section 3.4.3 and 3.4.4 hereof.

9.4 Appearance and Design of the Property. Declarant shall not be prevented from changing the exterior appearance of the Common Area, including the landscaping or any other matter directly or indirectly connected with project in any manner deemed desirable by Declarant, provided that the Declarant obtain governmental consents required by law. The construction and material standards of Section 4 notwithstanding, Declarant may change exterior and/or interior designs of Homes and Lots from initial plans and provisions in this document, without notice. This may include designs, colors, and type of materials, provided Declarant obtains any necessary governmental consent.

9.5 Construction by Declarant. All construction by Declarant is presumed to have been approved by the ARC and to meet any Design Guidelines of the Association.

9.6 Partial Assignment of Declarant Rights. Declarant reserves the right to assign all or a portion of its Special Declarant rights to other assignees.

9.7 Limited Obligations. Until the Turnover Meeting, Declarant shall have no obligation to publish financial statements, hold meetings, or otherwise account to or consent with Owners, except as required under RCW Chapters 64.90 and 24.03 or as expressly required herein.

SECTION 10

FUNDS AND ASSESSMENTS

10.1 Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and Occupants and for the improvement, operation and maintenance of the Common Area and the Easements including administrative costs and insurance for the Association.

10.1.1 Common Expense Designations. Common Expenses of the nature described in Section 10.1 which are to be, or are, incurred by the Association for the benefit of all of the Owners of Lots within the Property shall be separately budgeted for allocation among all such Owners, except the Declarant or a Declarant assignee, and shall be designated "General Common Expenses". Any Common Expenses that benefit only one Phase or portion of Lots shall be allocated solely to those Lots as described in Section 10.4.3.

10.1.2 Insurance by the Association. The Board shall obtain, and maintain in effect, from reputable insurance companies authorized to do business in the State of Washington, public liability insurance with respect to all the Common Area, in such amounts and in such forms as the Board deems advisable to provide adequate protection for bodily injury, including deaths of persons, and property damage, whether caused by the negligence of the Association or otherwise; provided, however, that such policy(ies) shall not be for an amount of less than One Million and No/100 Dollars (\$1,000,000.00) per person, per occurrence, and that such policy(ies) shall provide that the coverage thereunder cannot be canceled or substantially modified without at least ten (10) days written notice to the Association. No fire and casualty coverage will be purchased by the Association for Homes. The Association may obtain such other and further policies of insurance as it deems advisable. The named insured on the policy shall be Cloverhill PUD Subdivision Phase 7 Homeowners Association. The casualty insurance to be obtained by the Association pursuant to this Section 10.1.2 shall include the following terms, if the Board determines they are reasonably available:

10.1.2.1 A waiver of subrogation by the insurer as to any claims against the Board, any Owner, or any guest of an Owner;

10.1.2.2 A waiver by the insurer of its right to repair and reconstruct instead of paying cash;

10.1.2.3 A provision that no policy may be canceled, invalidated, or suspended because of the action of an Owner;

10.1.2.4 A provision that no policy may be canceled, invalidated, or suspended because of the conduct of any director, officer, or employee of the Association unless the insurer gives the Association a prior written demand that the Association correct the defect and allows the Association a reasonable time to make the correction; and

10.1.2.5 A provision that any "other insurance" clause in any policy shall exclude from its coverage all owners' policies. The Association shall purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Association, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his/her/their status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of the Articles of Incorporation of the Association.

10.2 Covenants to Pay and Funds Held. Declarant, on behalf of each and every subsequent Owner of any Lot, covenants and agrees that each Lot will pay the Association the assessments and any additional charges levied pursuant to this Section 10. The assessments collected by the Association shall be held by the Association for and on behalf of each Owner and shall be used solely for the operation, care and maintenance of the Property as provided by this Declaration. Upon the sale or transfer of any Lot, the Owner's interest in the funds shall be deemed automatically

transferred to the successor in interest of such Owner, and is not refundable.

10.3 Basis of Assessments and Commencement of Assessments. Assessments are to be levied against all Lots, except those owned by the Declarant, whether or not such Lots have been improved with a substantially completed Home. Provided, however, that no Assessment shall be levied against any Lot until such time as it is first sold to an Owner other than Declarant or Declarant assignee. Assessments for all Lots conveyed by the Declarant to Owner, either by deed or land sales contract, shall begin on the day of the recording of the deed or land sale contract conveying or contracting to convey the Lot of the new Owner.

10.4 Annual Assessments. Annual assessments for each fiscal year shall be established when the Board approves the budget for that fiscal year. The fiscal year shall be the calendar year unless another year is adopted by vote of the Board members. Annual Assessments will be levied on a quarterly basis unless otherwise approved by the Board.

10.4.1 Budget. Regardless of the number of Members or the amount of assets of the Association, each year the Board shall prepare, approve and make available to each Member a pro forma operating statement (budget) containing; (i) estimated revenue and expenses on an accrual basis; (ii) the amount of the total cash reserves of the Association currently available for replacement or major repair of the Common Area, the Easements, and for contingencies; (iii) an itemized estimate for the remaining life of, and the methods of funding to defray repair, replacement or additions to major components of the Common Areas and the Easements; and (iv) a general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs and repair, replacement or additions to major components of the Common Areas and the Easements. For the first fiscal year, the budget shall be approved by the Board no later than the date on which annual assessments are scheduled to commence. Thereafter, the Board shall annually prepare and approve the budget and distribute a summary thereof to each Member, together with written notice of the amount of the annual assessments to be levied against the Owner's Lot, not less than thirty (30) days after adoption of the budget. The summary of the budget shall include all information required by RCW 64.90.525(2). Within thirty (30) days after adoption of the budget, the Board shall set a date for a meeting of the Owners to ratify the budget as required by RCW 64.90.525(1).

10.4.2 Allocation of General Assessments. The amount in the Association budget other than for Limited Assessments (defined below) shall be charged equally against all Lots which have closed escrow to an Owner other than the Declarant or a Declarant assignee as annual assessments. Any profits of the Association shall be similarly allocated.

10.4.3 Special Assessments. The Board shall charge all expenses for maintenance, repair, replacement, taxes and insurance, including reserves if the Board elects pursuant to Section 10.5 below, for property that benefits only particular Lots to those benefitted Lots in equal shares.

10.4.4 Individual Assessments. Any expense of the Association or, except as otherwise provided in this Declaration, any part of a common expense benefiting fewer than all of the Lots may be assessed exclusively against the Lots benefitted. Such Individual Assessments may include (if not assessed as Townhome Assessments (as defined in Section 10.9), without limitation, charges for services provided under Sections 5, 4. and any common expense that is incurred by the Association because of the fault of the Owner and that is not paid by insurance. Individual Assessments shall also include default assessments levied against any Lot to reimburse the Association for costs incurred in bringing such Lot or its Owner into compliance with the provisions of this Declaration or the rules and regulations of the Association and for fines or other charges imposed pursuant to this Declaration for violation thereof. Unless

otherwise provided by the Board of Directors, Individual Assessments shall be due thirty (30) days after the Board of Directors has given written notice thereof to the Owners subject to the Individual Assessments.

10.4.5 Non-Waiver of Assessments. If before the expiration of any fiscal year the Association fails to fix annual assessments for the next fiscal year, the annual assessments established for the preceding year shall continue until a new annual assessment is fixed.

10.4.6 Working Capital Fund. Declarant shall establish in the name of the Association a working capital fund for the Association. Amounts paid into this fund shall not be considered advance payments of the monthly assessments for common expenses assessments described in Section 10.4.2. Prior to the Turnover Meeting, the working capital fund shall be available for unexpected expenses, budget shortfalls, and capital expenditures, in the discretion of Declarant. At the time of closing of each sale of each Lot, the purchaser of such Lot shall make an initial contribution to the working capital fund equal to two months of Association general assessments for such Lot. After the Turnover Meeting, the working capital fund shall be a reserve fund available for unexpected expenses, budget shortfalls and capital expenditures, in the discretion of the Board of Directors.

10.5 Reserve Funds

10.5.1 Reserve Fund for Replacing Common Area Improvements. Declarant may in addition establish a reserve fund in the name of the Association for replacement, in whole or in part, for any completed improvements located in, on, or under the Common Area or Lots for which the Association is responsible pursuant to this Declaration, that will normally require replacement within thirty (30) years. The reserve account need not include those items that could reasonably be funded from the maintenance fund or operating assessments, or for which one or more Owner is responsible for maintenance and replacement under the provisions of this Declaration or the Bylaws. For purposes of funding the reserve fund, the Declarant initially, and thereafter the Association may impose an assessment to be called the "Reserve Fund Assessment" against each Lot, which assessment shall be spread equally over the Lots, except as otherwise provided in Section 10.4.3 above. The Reserve Fund Assessment, if any, shall be based on the reserve study, and updates thereof, described in Section 10.5.5, or other sources of reliable information. Nothing herein shall limit the authority of the Declarant or the Association to establish other separate and unrelated reserve funds that are funded by assessments for reserves that are in addition to the Reserve Fund or that relate only to a particular type or category of Lot. The Reserve Fund shall be kept separate from other funds and may be used only for the purposes for which reserves have been established as specified in this Section.

10.5.2 If Declarant elects to impose reserve assessments, Declarant may elect to defer payment of the Reserve Fund Assessments due on Lots it owns until the date of the conveyance of the Lot to an Owner. However, the Declarant may not defer such payment beyond the date of the Turnover Meeting or, if no Turnover Meeting is held, beyond the date the Owners assume administrative control of the Association. The books and records of the Association shall reflect the amount owing from the Declarant for all Reserve Fund Assessments.

10.5.3 After the Turnover Meeting or at such time as the Owners have assumed responsibility for administration of the Association, the Board may borrow funds from the Reserve Fund to meet high seasonal demands on the regular operating funds or to meet other unexpected increases in expenses. Such funds borrowed from the Reserve Fund shall be repaid from regular annual or special assessments against the Lots, if the Board has

adopted a resolution, which may be an annual, continuing resolution, authorizing the borrowing of funds. Not later than the adoption of the budget for the following year, the Board shall adopt by resolution a written payment plan providing for repayment of the borrowed funds within a reasonable period.

10.5.4 The Board may adjust the amount of the Reserve Fund Assessments as indicated by any reserve study or update, and provide for any other reserve items that the Board, in its discretion, may deem appropriate during a fiscal year. In addition, after the second anniversary of the Turnover Meeting, the Association may elect to reduce or increase future Reserve Fund Assessments by a seventy-five (75%) vote of the Owners. Any funds established for any of the purposes mentioned in this Section shall be deemed to be within the Reserve Fund notwithstanding that it may not be so designated by the Board of Directors. The amount of the Reserve Fund, if any, shall constitute an asset of the Association and shall not be refunded or distributed to any Owner.

10.5.5 Reserve Study. If Declarant elects to establish a Reserve Fund, the Declarant initially, and thereafter the Board of Directors, shall on behalf of the Association annually conduct a reserve study, or review and update an existing study, of the Common Area components to determine the requirements of the reserve fund described in Section 10.5.1 above. The reserve study shall meet the requirements of RCW 64.90.545 and RCW 64.90.550.

10.6 Special Assessments. The Board of Directors shall have the power to levy special assessments against an Owner or all Owners in the following manner for the following purposes:

10.6.1 Deficits in Operating Budget. To correct a deficit in the operating budget, by vote of a majority of the Board;

10.6.2 Breach of Documents. To collect amounts due to the Association from an Owner for breach of the Owner's obligations under the Declaration, the Bylaws, or the Rules and Regulations, by vote of a majority of the Board;

10.6.3 Repairs. To make repairs or renovations to the Common Area and the Easements, if sufficient funds are not available from the operating budget or replacement reserve accounts by vote of a majority of the Board; or

10.6.4 Capital Additions. To make capital acquisitions, additions or improvements, by vote of at least seventy-five percent (75%) of all votes allocated to the Lots.

10.7 Accounts.

10.7.1 Types of Accounts. Assessments collected by the Association may be deposited into at least two (2) separate accounts with a bank, which accounts shall be designated as (i) the Current Operating Account and (ii) the Reserve Account. Those portions of the assessments collected for current maintenance and operation levied under Section 10.4.2 will be in the Current Operating Account and those portions of the assessments collected as reserves for replacement and deferred maintenance of capital improvements, if any, into the Reserve Account. Special Assessments shall be deposited into one of the two accounts, whichever is deemed by the Board to be appropriate. Withdrawal of funds for the Association's Reserve Account, if any, shall require the signatures of two (2) Directors.

10.7.2 Reserve Account. The Association shall pay out of the Reserve Account only those costs that are attributable to the maintenance, repair or replacement of capital improvements for which reserves have been collected and held.

10.7.3 Current Operating Account. All ordinary maintenance and operating expenses shall be paid from the Current Operating Account.

10.8 Default in Payment of Assessments, Enforcement of Liens.

10.8.1 Personal Obligation. All assessments properly imposed under this Declaration or the Bylaws shall be the joint and several personal obligations of all Owners of the Lot to which such assessment pertains. In a voluntary conveyance the grantees shall be jointly and severally liable with the grantor(s) for all Association assessments imposed through the recording date of the instrument affecting the conveyance. A suit for a money judgment maybe initiated by the Association to recover such assessments without either waiving or foreclosing the Association's lien.

10.8.2 Association Lien. At any time, any assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof is delinquent, the Association, by and through its Board or any management agent may file a notice of lien in the deed records of Cowlitz County, Washington against the Lot in respect to which the delinquency pertains. Once filed, such lien shall accumulate all future assessments or installments, interest, late fees, penalties, fines, attorneys' fees (whether or not suitor action is instituted) and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. The provisions regarding the attachment, notice, recordation, duration and foreclosure of liens established on real property under Washington law shall apply to the Association's lien. The lien of the Association shall be superior to all other liens and encumbrances except property taxes and assessments, and any first mortgage or deed of trust.

10.8.3 Interest; Fines; Late Fees; Penalties. The Board in its reasonable discretion may from time to time adopt resolutions to set the rate of interest not higher than the maximum rate allowed under Washington law, and to impose late fees, fines and penalties on delinquent assessments or for violations of the provisions of this Declaration, the Bylaws, any Rules and Regulations, and any rules and regulations adopted by the ARC. The adoption of such impositions shall be communicated to all Owners in writing not less than thirty (30) days before the effective date by a notice mailed to the assessment billing addresses of such Owners. Such impositions shall be considered assessments which are lienable and collectible in the same manner as any other assessments. Provided, however, no fine or penalty for violation of this Declaration, the Bylaws or any Rules and Regulations (other than late fees, fines or interest arising from an Owner's failure to pay regular or special assessments) may be imposed against an Owner or his Lot until such Owner is given an opportunity for a hearing as provided in Section 4.24.

10.8.4 Acceleration of Assessments. In the event an Owner is delinquent in payment of any assessment or installment on any assessment, the Association, upon not less than ten (10) days written notice to the Owner, may accelerate the due date of the full annual assessment for that fiscal year and all future installments of any special assessments.

10.8.5 Association's Right to Rents/Receiver. In any foreclosure suit by the Association with respect to such lien, the Association shall be entitled to collect reasonable rent from the defaulting Owner for the use of his Lot or shall be entitled to the appointment of a Receiver. Any default by the Owner in any provisions of the Declaration or Bylaws shall be deemed to be a default by the Owner of any mortgage to which the Owner is party or to which the Lot is subject.

SECTION 11

GENERAL PROVISIONS

11.1 Indemnification of Directors, Officers, Employees and Agents. To the extent allowed under Washington law, the Association shall indemnify any Director, officer, employee or agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Association) by reason of the fact that he/she is or was a Director, officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceedings, had reasonable cause to believe his conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit or proceeding as and when incurred, subject only to the right of the Association to reimbursement of such payment from such person, should it be proven at a later time that such person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee or agent shall have a right of contribution over and against all other Directors, officers, employees or agents and members of the Association who participated with or benefited from the acts which created said liability.

11.2 Enforcement; Attorneys' Fees. The Association and the Owners within the Property or any mortgagee on any Lot shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens and charges now or hereinafter imposed by any of the provisions of this Declaration as may pertain specifically to such parties or owners by any proceeding at law or in equity. Failure by either the Association or by any Owner or mortgagee to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter. The prevailing party in any such action or appeal therefrom shall be entitled to recovery of reasonable attorney fees and costs.

11.3 Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.

11.4 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless rescinded by a vote of at least ninety percent (90%) of the Owners and ninety percent (90%) of the first mortgagees. Provided however, amendments which do not constitute rescission or termination of the Declaration may be adopted as provided in Section 11.6 below.

11.5 Amendment. Except as otherwise provided in Sections 11.5, 11.8, and the restrictions set forth elsewhere herein, this Declaration may be amended at any time by an instrument approved by not less than sixty-seven percent (67%) of the total votes (without regard to any weighted vote otherwise allocated to the Class B member) for all Lots subject to this Declaration of each class of members that are eligible to vote. However, prior to transfer of any Lot to an Owner other than a

Successor Declarant, Declarant has the right to amend the Declaration, Bylaws and Sections of Incorporation. Any amendment must be executed, certified and recorded as provided by law. Provided, however, that no amendment of this Declaration shall effect an amendment of the Bylaws or Articles of Incorporation without compliance with the provisions of such documents. Provided further, until the Turnover Meeting, no amendment affecting the General Plan of Development or any other right of the Declarant herein contained may be effected without the express written consent of the Declarant or its successors and assigns. Any changes to this Declaration proposed for adoption shall be reviewed by the City of Longview attorney or approved legal counsel, who will make a written report to the City council concerning the effect of the proposed changes. The cost of review by the city attorney or other legal counsel will be paid by the homeowners' association.

11.6 Release of Right of Control. The Declarant may give up its right of control in writing at any time by notice to the Association.

11.7 Personal Pronouns. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall apply to the plural and vice versa.

11.8 Unilateral Amendment by Declarant. Upon thirty (30) days prior notice to the Owners, Declarant may amend this Declaration in order to comply with the requirements of the Federal Housing Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, the United States Department of Veterans Affairs, any department, bureau, board, commission or agency of the United States or the State of Washington, or any other state in which the Lots are marketed and sold, or any corporation wholly owned, directly or indirectly, by the United States or the State of Washington, or such other state, the approval of which entity is required in order for it to insure, guarantee or provide financing in connection with development of the Property and sale of Lots. Prior to the Turnover Meeting, no Declarant amendment shall require notice to or approval by any Class A member.

11.9 Resolution of Document Conflicts. In the event of a conflict among any of the provisions in the documents governing the Association, such conflict shall be resolved by looking to the following documents in the order shown below;

1. Declaration of Covenants, Conditions and Restrictions;
2. Articles of Incorporation;
3. Bylaws;
4. Rules and Regulations.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has executed this instrument this ____ day of _____, 20__.

DECLARANT:

Owner at Solo LLC,
a Washington Limited Liability Company

By: _____
Name: _____
Title: _____

LENNAR:

Lennar Northwest, Inc.,
a Delaware corporation

By: _____
Name: Ryan M. Selby
Title: Vice President

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me the _____ day of _____, 20__, by Ryan M. Selby, Vice President of Lennar Northwest, Inc., a Delaware corporation, on behalf of said corporation.

Notary Public for the State of Washington
My Commission Expires: _____

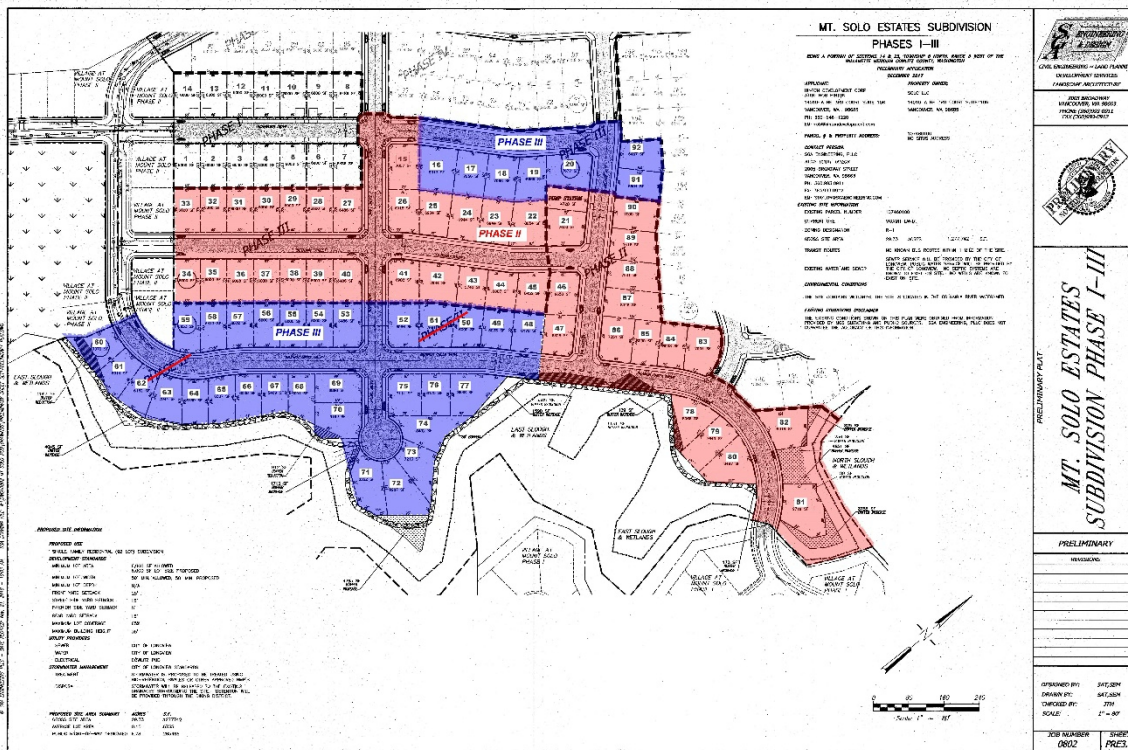
STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me the _____ day ____ of _____, 20__, by _____, _____ of Solo LLC, a Washington Limited Liability Company, on behalf of said corporation.

Notary Public for the State of Washington
My Commission Expires: _____

EXHIBIT "A"

The Real Property is made up of: (i) Lots 1 through 14 (Phase 1); (ii) Lots 15, 21 through 47 and 78 through 90 (Phase 2); and (iii) Lots 16 through 20, 48 through 77 and 91 through 92 (Phase 3).



AFTER RECORDING, RETURN TO:
Lennar Northwest, Inc.
Attn: John Marquardt
11807 NE 99th Street, Suite 1170
Vancouver, WA 98682

**BYLAWS OF
MT. SOLO PLACE HOMEOWNERS ASSOCIATION**

Grantor/Declarant: LENNAR NORTHWEST, INC., a Delaware corporation

Grantee: LENNAR NORTHWEST, INC., a Delaware corporation

Abbreviated: NW ¼ Section 23 T8N R3W, SW ¼ Section 17 T8N R3W Cowlitz
County, Washington. Plat of MT. SOLO PLACE PHASE 1, Cowlitz
County, Washington.

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BYLAWS OF MT. SOLO PLACE HOMEOWNERS ASSOCIATION

SECTION 1

DEFINITIONS

1.1 Association. “Association” means Mt. Solo Place Homeowners Association, a nonprofit corporation organized and existing under the laws of the State of Washington.

1.2 Articles of Incorporation. “Articles of Incorporation” means the Articles of Incorporation of the Association.

1.3 Declaration. The “Declaration” means the Declaration of Covenants, Conditions, and Restrictions for Mt. Solo Place to which these Bylaws are attached, as the same may be subsequently amended or supplemented pursuant to the terms thereof.

1.4 Incorporation by Reference. Except as otherwise provided herein, the terms that are defined in Section 1 of the Declaration are used in these Bylaws as therein defined.

SECTION 2

MEMBERSHIP

2.1 Membership. Every Owner of one or more Lots within the Property shall, immediately upon creation of the Association and thereafter during the entire period of such ownership be a member of the Association. Such membership shall commence, exist, and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

2.2 Membership List. The Secretary shall maintain at the principal office of the Association a membership list showing the name and address of the Owner of each Lot. The Secretary may accept as satisfactory proof of such ownership a duly executed and acknowledged conveyance, a title insurance policy, or other evidence reasonably acceptable to the Board of Directors.

SECTION 3

MEETINGS AND VOTING

3.1 Place of Meetings. Meetings of the members of the Association shall be held at such reasonable place convenient to the members as may be designated in the notice of the meeting.

3.2 Turnover Meeting. Declarant shall call the first meeting of the Owners to organize the Association within ninety (90) days after the Turnover Date, as set forth in the Declaration. Notice of such meeting shall be given to all Owners as provided in Section 3. If the Declarant fails to call the meeting, the meeting may be called and notice given by any Owner or mortgagee of a Lot. The expense of giving notice shall be paid or reimbursed by the Association. No quorum is required for the Turnover Meeting. Nothing in this section shall be construed as preventing Declarant from calling the Turnover Meeting before such date or from calling informal, informational meetings of the Owners. At the Turnover Meeting, Declarant shall turn over to the Association, and the Association shall accept all responsibility for administration of the Association. Declarant shall, at such meeting, provide all documentation and records related to the administration of the business as provided by law.

3.3 Annual Meeting. The annual meeting of the members for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held at such reasonable hour and on such reasonable day as may be established by the Board of Directors or, if the Board should fail to designate a date by the first day of April, then the meeting shall occur at 6:30 p.m. on the second (2nd) Monday in May. An annual meeting shall be held within each calendar year, commencing with the year in which the Association is incorporated. The Turnover Meeting may count as the annual meeting for the year in which it is held.

3.4 Special Meetings. A special meeting of the Association may be called at any time by the President, by a majority of the Board of Directors or by members having at least ten percent (10%) of the votes in the Association. A special meeting shall be called upon receipt of a written request stating the purpose of the meeting from members having at least thirty percent (30%) of the voting rights entitled to be cast at such meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice of meeting.

3.5 Notice of Meeting.

3.5.1 Written or printed notice stating the place, day, and hour of the meeting, the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes, any proposal to remove a director or officer, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than fourteen (14) or more than sixty (60) days before the date of the meeting. Such notice shall be given either personally or by mail, by or at the direction of the President, the Secretary, or the persons calling the meeting, to each member entitled to vote at such meeting and to all mortgagees who have requested such notice. Notices to Declarant shall be mailed. If mailed, such notices shall be deemed to be delivered when deposited in the United States mail, with postage fully prepaid thereon, addressed to the member at the member's most recent address as it appears on the records of the Association or to the mailing address of the member's Lot.

3.5.2 When a meeting is adjourned for thirty (30) days or more, or when a redetermination of the persons entitled to receive notice of the adjourned meeting is required by law, notice of the adjourned meeting shall be given as for an original meeting. In all other cases,

no notice of the adjournment or of the business to be transacted at the adjourned meeting need be given other than by announcement at the meeting at which such adjournment is taken.

3.6 Quorum. At any meeting of the Association, except the Turnover Meeting, members having at least twenty percent (20%) of the voting rights entitled to be cast at such meeting, present in person or by proxy, shall constitute a quorum, except when a larger quorum is required by the Declaration. When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of a member or members. If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting from time to time not less than forty-eight (48) hours or more than thirty (30) days from the time the original meeting was held until a quorum is present. The quorum for the adjourned meeting shall be reduced to ten percent (10%) of the voting rights entitled to be cast at the meeting, present in person or by proxy.

3.7 Voting Rights. Voting rights within the Association shall be allocated as provided in the Declaration.

3.8 Fiduciaries and Joint Owners. An executor, administrator, guardian, or trustee may vote, in person or by proxy, at any meeting of the Association with respect to any Lot owned or held in such capacity, whether or not the same shall have been transferred to such person's name; provided that such person shall satisfy the Secretary that such person is the executor, administrator, guardian, or trustee holding such Lot in such capacity. Whenever a Lot is owned by two or more persons jointly, according to the records of the Association, the vote or proxy of such Lot may be exercised by any one of the Owners then present, in the absence of protest by a co-Owner. In the event of disagreement among the co-Owners, the vote of such Lot shall be disregarded completely in determining the proportion of votes given with respect to such matter, unless a valid court order establishes the authority of a co-Owner to vote.

3.9 Contract Vendors. Unless otherwise stated in the contract, all voting rights allocated to a Lot shall be exercised by the vendee of any recorded land sale contract on the Lot.

3.10 Absentee Ballots and Proxies. A vote may be cast in person, by absentee ballot or by proxy. A proxy given by an Owner to any person who represents such Owner at meetings of the Association shall be in writing and signed by such Owner, and shall be filed with the secretary, at any time prior to or at the start of the meeting. An Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting or to the Board of Directors if a vote is being conducted by written ballot in lieu of a meeting. A proxy shall not be valid if it is undated or purports to be revocable without notice. A proxy shall terminate one year after its date unless the proxy specifies a shorter term. Every proxy shall automatically cease upon sale of the Lot by its Owner. An Owner may pledge or assign such Owner's voting rights to a mortgagee. In such a case, the mortgagee or its designated representative shall be entitled to receive all notices to which the Owner is entitled under these Bylaws and to exercise the Owner's voting rights from and after the time that the mortgagee shall give written notice of such pledge or assignment to the Board of Directors. Any first mortgagee may designate a representative to attend all or any meetings of the Association.

3.11 Majority Vote. The vote of a majority of the voting rights entitled to be cast by the members present or represented by absentee ballot or proxy, at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the members, unless a greater proportion is required by law, by the Declaration, by the Articles of Incorporation, or by these Bylaws.

3.12 Rules of Order. All meetings of the Association shall be conducted according to the latest edition of Robert's Rules of Order, published by Robert's Rules Association.

3.13 Ballot Meetings.

3.13.1 At the discretion of the Board of Directors, any action that may be taken at any annual, regular or special meeting of the Association may be taken without a meeting if the Association delivers a written ballot to every member who is entitled to vote on the matter; provided, however, that a ballot meeting may not substitute for the Turnover Meeting or, if a majority of the Lots are the principal residences of the occupants, for the annual meetings of the Association. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action.

3.13.2 The Board of Directors shall provide Owners with at least ten (10) days' notice before written ballots are mailed or otherwise delivered. If, at least three (3) days before written ballots are scheduled to be mailed or otherwise distributed, at least ten percent (10%) of the Owners petition the Board of Directors requesting secrecy procedures, a written ballot must be accompanied by a secrecy envelope, a return identification envelope to be signed by the Owner, and instructions for marking and returning the ballot. The notice shall state the general subject matter of the vote, the right of the Owners to request secrecy procedures, the date after which ballots may be distributed, the date and time by which any petition must be received by the Board requesting secrecy procedures and the address where any petition must be received. Notwithstanding the applicable provisions of Section 3.13.3, written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

3.13.3 If approval of a proposed action would otherwise require a meeting at which a certain quorum must be present and at which a certain percentage of total votes cast is required to authorize the action, the proposal will be deemed to be approved when the date for return of ballots has passed, a quorum of Owners has voted, and the required percentage of approving votes has been received. Otherwise, the proposal shall be deemed to be rejected. If approval of a proposed action otherwise would require a meeting at which a specified percentage of Owners must authorize the action, the proposal shall be deemed to be approved when the percentage of total votes cast in favor of the proposal equals or exceeds such required percentage. The proposal shall be deemed to be rejected when the number of votes cast in opposition renders approval impossible or when both the date for return of ballots has passed and such required percentage has not been met. Except as otherwise provided in Section 3.13.2, votes may be counted from time to time

before the final return date to determine whether the proposal has passed or failed by the votes already cast on the date they are entered.

3.13.4 All solicitations for votes by written ballot shall state the number of responses needed to meet any applicable quorum requirement and the total percentage of votes needed for approval. All such solicitations for votes shall specify time period during which the Association will accept written ballots for counting, which period shall end on the earliest of: (i) the date on which the Association has received a sufficient number of approving ballots to pass the proposal; (ii) the date on which the Association has received a sufficient number of disapproving ballots to render the proposal impossible of passage; or (iii) a date certain by which all ballots must be returned to be counted. A written ballot may not be revoked.

SECTION 4

BOARD OF DIRECTORS

4.1 Number and Qualification. The affairs of the Association shall be governed by a Board of Directors of three (3) persons. All directors, other than interim directors appointed by Declarant, shall be Owners or co-Owners of Lots. For purposes of this section, the officers of any corporate Owner, the members of any limited liability company, and the partners of any partnership shall be considered co-Owners of any Lots owned by such corporation or partnership.

4.2 Interim Directors. Upon the recording of the Declaration, Declarant shall appoint an interim board of one (1) to three (3) directors, who shall serve until replaced by Declarant or until their successors have been replaced by the Owners as provided below.

4.3 Election and Tenure of Office.

4.3.1 At the Turnover Meeting, the interim directors shall resign and the members shall elect three (3) directors, two (2) directors to serve for two (2) years and one (1) for a term of one (1) year. Thereafter, the successors to each director shall serve for two (2) years. The nominees' terms shall be in order based on the number of votes received, with the largest number of votes serving the longest term. In the event of a tie, term selection shall be by random means. If a Director is unable to serve a full term, a successor Director shall be selected in accordance with Section 4.5 below.

4.3.2 All directors shall hold office until their respective successors have been elected by the members. Election shall be by plurality.

4.4 Vacancies.

4.4.1 A vacancy in the Board of Directors shall exist upon the death, resignation, or removal of any director, or if the authorized number of directors is increased, or if the members fail at any annual or special meeting of members at which any director or directors are to be elected

to elect the full authorized number of directors to be voted for at that meeting. Vacancies in interim directors shall be filled by Declarant.

4.4.2 Vacancies in the Board of Directors, other than interim directors, may be filled by a majority of the remaining directors even though less than a quorum, or by a sole remaining director. Each director so elected shall hold office for the balance of the unexpired term and until his or her successor is elected.

4.5 Removal of Directors. All or any number of the directors, other than interim directors, may be removed, with or without cause, at any meeting of members at which a quorum is present, by a vote of a majority of the number of votes entitled to be cast at an election of directors. No removal of a director shall be effective unless the matter of removal was an item on the agenda and stated in the notice of the meeting as provided in these Bylaws.

4.6 Powers. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association, except such powers and duties as by law, or by the Declaration, or by these Bylaws may not be delegated to the Board of Directors by the Owners. The Board of Directors may delegate responsibilities to committees or a managing agent, but shall retain ultimate control and supervision. The powers and duties to be exercised by the Board of Directors shall include those set forth in the Declaration, the Revised Code of Washington Chapter 64.38, the Washington Nonprofit Miscellaneous, and Mutual Corporations Act, and the following:

4.6.1 Carry out the program for maintenance, upkeep, repair, and replacement of any property required to be maintained by the Association as described in the Declaration and these Bylaws.

4.6.2 Determine the amounts required for operation, maintenance, and other affairs of the Association, and the making of such expenditures.

4.6.3 Prepare and adopt a budget for the Association, send a summary of such budget to the members in accordance with RCW 64.38.025, hold a meeting to have members vote on ratification of the budget in accordance with RCW 64.38.025, and assessment and collection of the Assessments.

4.6.4 Employ and dismiss such personnel as may be necessary for such maintenance, upkeep, and repair.

4.6.5 Employ legal, accounting, or other personnel for reasonable compensation to perform such services as may be required for the proper administration of the Association; provided, however, the Board may not incur or commit the Association to incur legal fees in excess of \$5,000 for any specific litigation or claim matter unless the Owners have enacted a resolution authorizing the incurring of such fees by a vote of seventy-five percent (75%) of the voting rights present in person or by absentee ballot or proxy at a meeting at which a quorum is constituted. This limitation shall not be applicable to legal fees incurred in defending the Association or the Board of Directors from claims or litigation brought against them. The limitation set forth in this

paragraph shall increase by \$500 on each fifth anniversary of the recording of the Declaration. To the extent required by the Washington Planned Community Act, the Board shall notify the Owners before instituting litigation or administrative proceedings. With regard to any pending litigation involving the Association, the Board shall periodically report to the Lot Owners as to the status (including settlement offers), progress, and method of funding such litigation. Nothing in this paragraph shall be construed as requiring the Board to disclose any privileged communication between the Association and its counsel.

4.6.6 Open bank accounts on behalf of the Association in compliance with RCW 64.38.045 and designating the signatories required therefore.

4.6.7 Prepare and file, or cause to be prepared and filed, any required income tax returns or forms for the Association

4.6.8 Purchase Lots at foreclosure or other judicial sales in the name of the Association or its designee.

4.6.9 Sell, lease, mortgage, vote the votes appurtenant to (other than for the election of directors), or otherwise deal with Lots acquired by the Association or its designee.

4.6.10 Obtain insurance or bonds pursuant to the provisions of these Bylaws and review such insurance coverage at least annually.

4.6.11 Make additions and improvements to, or alterations of the Common Areas, or modify, close, remove, eliminate, or discontinue use of any common facility, including any improvement or landscaping, except that any such modification, closure, removal, elimination, or discontinuance (other than on a temporary basis) of any swimming pool, spa or recreational or community building must be approved by a majority vote of the members at a meeting or by written ballot held or conducted in accordance with these Bylaws.

4.6.12 From time to time adopt, modify, or revoke such rules, and regulations governing the details for the operation of the Association, the conduct of persons and the operation and use of the Property as the Board of Directors may deem necessary or appropriate to ensure the peaceful and orderly use and enjoyment of the Property. Such action may be overruled or modified by vote of not less than sixty-seven percent (67%) of the voting rights of each class of members present, in person or by proxy, at any meeting, the notice of which shall have stated that such modification or revocation of rules and regulations will be under consideration.

4.6.13 Enforce by legal means the provisions of the Declaration, these Bylaws, Washington statutes, and any rules and regulations adopted hereunder.

4.6.14 In the name of the Association, maintain a current mailing address of the Association, file annual reports with the Washington Secretary of State, and maintain and keep current the information required to enable the Association to comply with RCW 64.38.045.

4.6.15 Enter into management agreements with professional management firms and delegate such business and record keeping functions as may be appropriate to said management firm.

4.6.16 Any other powers and duties set forth in the Bylaws and Sections.

4.7 Meetings.

4.8.1 Meetings of the Board of Directors shall be held at such place as may be designated from time to time by the Board of Directors or other persons calling the meeting.

4.7.2 Annual meetings of the Board of Directors shall be held within thirty (30) days following the adjournment of the annual meetings of the members.

4.7.3 Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the President or by any two directors.

4.8 Open Meetings.

4.8.1 All meetings of the Board of Directors shall be open to Owners except that, in the discretion of the Board, the following matters may be considered in executive session: (i) consultation with legal counsel or communications with legal counsel; (ii) discussion of likely or pending litigation, matters involving possible violations of the governing documents of the Association, and matters involving the possible liability of an owner to the Association; (iii) personnel matters; and (iv) any other matters permitted to be considered in a closed session pursuant to RCW 64.38.035(2). Except in the case of an emergency, the Board of Directors shall vote in an open meeting whether to meet in executive session. If the Board of Directors votes to meet in executive session, the presiding officer shall state the general nature of the action to be considered, as precisely as possible, when and under what circumstances the deliberations can be disclosed to Owners. The statement, motion or decision to meet in the executive session shall be included in the minutes of the meeting, and any motion or action adopted, passed or agreed to in executive session shall not become effective unless the Board, following the executive session, reconvenes in open meeting and votes on the motion or other action, which shall be reasonably identified in the open meeting and included in the minutes.

4.8.2 Meetings of the Board of Directors may be conducted by telephonic communication or by other means of communication that allows all members of the Board participating to hear each other simultaneously or otherwise to be able to communicate during the meeting, except that if a majority of the Lots are principal residences of the occupants, then: (i) for other than emergency meetings, notice of each Board of Directors' meeting shall be posted at a place or places on the property at least three (3) days prior to the meeting, or notice shall be provided by a method otherwise reasonably calculated to inform the Owners of such meeting; and (ii) only emergency meetings of the Board of Directors may be conducted by telephonic communication or such other means. The meeting and notice requirements of this Section may not be circumvented by chance or social meetings or by any other means.

4.9 Notice of Meetings.

4.9.1 For other than emergency meetings, notice of Board of Directors meetings shall be posted at a place or places on the Property at least three (3) days prior to the meeting, or notice shall be provided by a method otherwise reasonably calculated to inform Lot Owners of such meetings. Notice to Directors shall be considered sufficient if actually received at the required time, or if mailed, e-mailed, or faxed not less than three (3) days before the meeting. Such notice shall be directed to the address shown on the Association's records, or to the director's actual address ascertained by the person giving the notice. Such notice need not be given for an adjourned meeting if such time and place is fixed at the meeting adjourned.

4.9.2 Attendance of a director at a meeting shall constitute a waiver of notice of such meeting except when a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

4.10 Quorum and Vote.

4.10.1 A majority of the directors shall constitute a quorum for the transaction of business. A minority of the directors, in the absence of a quorum, may adjourn from time to time, but may not transact any business.

4.10.2 The action of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors unless a greater number is required by law, the Declaration, the Articles of Incorporation, or these Bylaws.

4.10.3 A director must be present at a meeting of the Board of Directors to cast a vote. No proxy votes by directors for Board actions are permissible.

4.11 Liability. To the extent permitted by Washington law, neither a member of the Board of Directors nor an officer of the Association shall be liable to the Association, any Owner or any third party for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties so long as the individual acted in good faith, believed that the conduct was in the best interests of the Association, or at least was not opposed to its best interests, and in the case of criminal proceedings, had no reason to believe the conduct was unlawful. In the event any member of the Board of Directors or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall defend such individual against such claims and indemnify such individual against liability and expenses incurred to the maximum extent permitted by law. The managing agent of the Association, and its officers and employees, shall not be liable to the Association, the Owners or any third party on account of any action or failure to act in the performance of its duties as managing agent, except for acts of gross negligence or intentional acts, and the Association shall indemnify the managing agent and its officers and employees from any such claims, other than for gross negligence or intentional misconduct.

4.12 Compensation. No director shall receive any compensation from the Association for acting as such.

4.13 Committees. The Board may from time to time establish committees of the Board, including an Architectural Review Committee as set forth in the Declaration. Such standing or temporary committees as may be necessary from time to time consisting of Owners and at least one member of the Board of Directors shall have such powers as the Board of Directors may designate. Such committees shall hold office at the pleasure of the Board.

4.14 Enforcement Procedures. The Association shall have the power, as provided in the Declaration, to impose sanctions for any violation of the Declaration, these Bylaws, the Roadway Easement, or the Rules and Regulations. To the extent specifically required by the Declaration, the Board of Directors shall comply with the following procedures prior to the imposition of sanctions:

4.14.1 *Notice*: The Board of Directors or its delegate shall serve the alleged violator with written notice describing: (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a statement that the alleged violator shall have fourteen (14) days to present a written request for a hearing before the Board of Directors or a covenants committee appointed by the Board of Directors, if any; and (iv) a statement that the proposed sanction may be imposed as contained in the notice unless a hearing is requested within fourteen (14) days of the notice.

4.14.2 *Response*: The alleged violator shall respond to the notice of the alleged violation in writing within such fourteen (14) day period, regardless of whether the alleged violator is challenging the imposition of the proposed sanction. If the alleged violator cures the alleged violation and notifies the Board of Directors in writing within such fourteen (14) day period the Board of Directors may, but shall not be obligated to, waive the sanction. Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions by any person. If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed; provided, however, that the Board of Directors or covenants committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fourteen (14) day period. Any response or request for a hearing shall be delivered to the Association's manager, President or Secretary, or as otherwise specified in the notice of violation.

4.14.3 *Proof of Notice*: Prior to the effectiveness of sanctions imposed pursuant to this section, proof of proper notice shall be placed in the minutes of the Board of Directors or covenants committee, as applicable. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative requests and appears at the hearing.

4.14.4 *Hearing*: If a hearing is requested within the allotted fourteen (14) day period, the hearing shall be held before the Board of Directors or the covenants committee, as applicable. The alleged violator shall be afforded a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing (i.e., the decision) and the sanction, if any, to be imposed.

4.14.5 *Appeal*: Following a hearing before the covenants committee, if applicable, the violator shall have the right to appeal the decision to the Board of Directors. To exercise this right, the violator must deliver a written notice of appeal to the Association's manager, President or Secretary within ten (10) days after the hearing date.

4.14.6 *Enforcement Policies*: The Board of Directors, by resolution, may adopt additional policies and procedures governing enforcement of the Declaration, these Bylaws or the Rules and Regulations.

SECTION 5

OFFICERS

5.1 Designation and Qualification. The officers of the Association shall be the President, the Secretary, the Treasurer, and such Vice Presidents and subordinate officers as the Board of Directors shall from time to time appoint. Each officer shall be a member of the Board of Directors. Any two offices, except the offices of President and Secretary, may be held by the same person.

5.2 Election and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board to serve for one (1) year and until their respective successors are elected. If any office shall become vacant by reason of death, resignation, removal, disqualification, or any other cause, the Board of Directors shall elect a successor to fill the unexpired term at any meeting of the Board of Directors.

5.3 Removal and Resignation.

5.3.1 Any officer may be removed upon the affirmative vote of a majority of the directors whenever, in their judgment, the best interests of the Association will be served thereby. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed.

5.3.2 Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary of the Association. Any such resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective, provided, however, that the Board of Directors may reject any postdated resignation by notice in writing to the resigning officer. The effectiveness of such resignation shall not prejudice the contract rights, if any, of the Association against the officer so resigning.

5.4 President. The President shall be the chief executive officer of the Association and shall, subject to the control of the Board of Directors, have powers of general supervision, direction, and control of the business and affairs of the Association. The President shall preside at all meetings of the members and of the Board of Directors. The President shall be an ex officio

member of all the standing committees, including the executive committee, if any, shall have the general powers and duties of management usually vested in the office of president of a nonprofit corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

5.5 Vice Presidents. The Vice Presidents, if any, shall perform such duties as the Board of Directors shall prescribe. In the absence or disability of the President, the President's duties and powers shall be performed and exercised by the Senior Vice President as designated by the Board of Directors.

5.6 Secretary.

5.6.1 The Secretary shall keep or cause to be kept a book of minutes of all meetings of directors and members showing the time and place of the meeting, whether it was regular or special, and if special, how authorized, the notice given, the names of those present at directors' meetings, the number of memberships present, or represented at members' meetings and the proceedings thereof.

5.6.2 The Secretary shall give or cause to be given such notice of the meetings of the members and of the Board of Directors as is required by these Bylaws or by law. The Secretary shall keep the seal of the Association, if any, and affix it to all documents requiring a seal, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

5.6.3 If there are no Vice Presidents, then in the absence or disability of the President, the President's duties and powers shall be performed and exercised by the Secretary.

5.7 Treasurer. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Association, including accounts of its assets, liabilities, receipts, and disbursements. The books of accounts shall at all reasonable times be open to inspection by any director. The Treasurer shall deposit or cause to be deposited all moneys and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board. The Treasurer shall disburse or cause to be disbursed the funds of the Association as may be ordered by the Board, shall render to the President and directors, whenever they request it, an account of all of the Treasurer's transactions as Treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

5.8 Compensation of Officers. No officer who is a member of the Board of Directors shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by a resolution duly adopted by the members. The Board of Directors may fix any compensation to be paid to other officers.

SECTION 6

ASSESSMENTS, RECORDS, AND REPORTS

6.1 Assessments. As provided in the Declaration, the Association, through its Board of Directors, shall do the following:

6.1.1 Assess and collect from every Owner Assessments in the manner described in the Declaration.

6.1.2 Keep all funds received by the Association as Assessments, other than reserves described in the Declaration, in the Operations Fund and keep all reserves collected pursuant to the Declaration in the Reserve Fund and use such funds only for the purposes described in the Declaration.

6.1.3 From time to time, and at least annually, prepare a budget for the Association, estimating the common expenses expected to be incurred with adequate allowance for reserves based upon the reserve study required by the Declaration, and determine whether the Annual Assessment should be increased or decreased. Within thirty (30) days after adopting a proposed annual budget, the Board of Directors shall provide a summary of the budget to all Owners that includes all information required by RCW 64.38.025(4). If the Board of Directors fails to adopt a budget, the last adopted annual budget shall continue in effect. Within thirty (30) days after adoption of the budget, the Board of Directors shall set a date for a meeting of the members to ratify the budget in the manner required by RCW 64.38.025(3). If the members fail to ratify the budget, the budget last ratified by the members shall continue in effect until such time as the members ratify a subsequent budget proposed by the Board of Directors.

6.1.4 Fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of any Assessment shall be sent to every Owner subject thereto and to any first mortgagee requesting such notice. The due dates shall be established by the Board of Directors, which may fix a regular flat Assessment payable on a monthly, quarterly, semiannual, or annual basis. The Board of Directors shall cause to be prepared a roster of the Lots showing Assessments applicable to each Lot. The roster shall be kept in the Association office and shall be subject to inspection by any Owner or mortgagee during regular business hours. Within ten (10) business days after receiving a written request, and for a reasonable charge, the Association shall furnish to any Owner or mortgagee a recordable certificate setting forth the unpaid Assessments against such Owner's Lot. Such certificate shall be binding upon the Association, the Board of Directors, and every Owner as to the amounts of unpaid Assessments

6.1.5 If Additional Properties are annexed to the Property, the Board of Directors shall assess any Lots included therein in accordance with the provisions of the Declaration.

6.1.6 Enforce the Assessments in the manner provided in the Declaration.

6.1.7 Keep records of the receipts and expenditures affecting the Operations Fund and Reserve Fund and make the same available for examination by members and their mortgagees at convenient hours, maintain an Assessment roll showing the amount of each Assessment against each Owner, the amounts paid upon the account and the balance due on the Assessments, give each member written notice of each Assessment at least 30 days before the time when such Assessments shall become due and payable; and for a reasonable charge, promptly provide any Owner or mortgagee who makes a request in writing with a written certificate of such Owner's unpaid Assessments.

6.2 Records. The Association shall keep within the State of Washington all records required by RCW 64.38.045(1), including, without limitation, correct and complete financial records sufficiently detailed for proper accounting purposes, keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and retain all documents, information, and records turned over to the Association by Declarant. All documents, information, and records delivered to the Association by Declarant shall be kept within the State of Washington.

6.3 Statement of Assessments Due. The Association shall provide, within ten (10) business days after receipt of a written request from an Owner or mortgagee, a written statement that provides: (a) the amount of assessments due from the Owner and unpaid at the time the request was received, including regular and special assessments, fines, and other charges, accrued interest, and late-payment charges; (b) the percentage rate at which interest accrues on assessments that are not paid when due; and (c) the percentage rate used to calculate the charges for late payment or the amount of a fixed-rate charge for late payment. The Association is not required to comply with this section if the Association has commenced litigation by filing a complaint against the Owner and the litigation is pending when the statement would otherwise be due.

6.4 Inspection of Books and Records. Except as otherwise provided in RCW 64.38.045, during normal business hours or under other reasonable circumstances, the Association shall make reasonably available for examination and, upon written request, available for duplication, by Owners, lenders, and holders of any mortgage of a Lot that make the request in good faith for a proper purpose, current copies of the Declaration, Sections, Bylaws, Rules and Regulations, amendments, or supplements to such documents and the books, records, financial statements, and current operating budget of the Association. The Association shall maintain a copy, suitable for purposes of duplication, of each of the following: (a) the Declaration, these Bylaws, the Rules and Regulations, and any amendments or supplements to them; (b) the most recent financial statement of the Association; and (c) the current operating budget of the Association. The Association, within ten (10) business days after receipt of a written request by an Owner, shall furnish copies of such documents to the requesting Owner. Upon written request, the Association shall make such documents, information and records available to such persons for duplication during reasonable hours. The Board of Directors, by resolution, may adopt reasonable rules governing the frequency, time, location, notice and manner of examination and duplication of Association records and the imposition of a reasonable fee for furnishing copies of such documents, information or records. The fee may include reasonable personnel costs for furnishing the documents, information or records.

6.5 Payment of Vouchers. The Treasurer or managing agent shall pay all vouchers for all budgeted items and for any non-budgeted items, up to \$1,000 signed by the President, managing agent, manager or other person authorized by the Board of Directors. Any voucher for non-budgeted items in excess of \$1,000 shall require the authorization of the President or a resolution of the Board of Directors.

6.6 Execution of Documents. The Board of Directors may, except as otherwise provided in the Declaration, Articles of Incorporation, or these Bylaws, authorize any officer or agent to enter into any contract or execute any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement, to pledge its credit, or to render it liable for any purpose or for any amount.

6.7 Reports and Audits. An annual financial statement consisting of a balance sheet and an income and expense statement for the preceding year shall be rendered by the Board of Directors to all Owners, and to all mortgagees who have requested the same, within ninety (90) days after the end of each fiscal year. From time to time, the Board of Directors, at the expense of the Association, may obtain an audit of the books and records pertaining to the Association and furnish copies thereof to the members. At any time any Owner or holder of a mortgage may, at their own expense, cause an audit or inspection to be made of the books and records of the Association. Subject to RCW 64.38.045(3), if the Association has annual assessments exceeding \$50,000, it shall cause the financial statement required herein to be reviewed at least annually by an independent certified public accountant licensed by the State of Washington.

SECTION 7

INSURANCE

7.1 Types of Insurance. For the benefit of the Association and the Owners, the Board of Directors shall obtain and maintain at all times, and shall pay for out of the Operations Fund, the following insurance:

7.1.1 *Property Damage Insurance;*

7.1.1.1 The Association shall maintain a policy or policies of insurance covering loss or damage from fire, with standard extended coverage and “all risk” endorsements, and such other coverages as the Association may deem desirable.

7.1.1.2 The amount of the coverage shall be for not less than one hundred percent (100%) of the current replacement cost of the improvements on the Common Areas exclusive of land, foundation, excavation and other items normally excluded from coverage), subject to a reasonable deductible.

7.1.1.3 The policy or policies shall include all fixtures and building service equipment to the extent that they are part of the Common Areas and all personal property and supplies belonging to the Association.

7.1.2 Liability Insurance;

7.1.2.1 The Association shall maintain comprehensive general liability insurance coverage insuring the Declarant, the Association, the Board of Directors, and time managing agent, against liability to the public or to Owners and their invitees or tenants, incident to the operation, maintenance, ownership, or use of the Common Areas, including legal liability arising out of lawsuits related to employment contracts of the Association. There may be excluded from such policy or policies coverage of an Owner (other than as a member of the Association or Board of Directors) for liability arising out of acts or omissions of such Owner and liability incident to the ownership or use of the part of the Property as to which such Owner has the exclusive use or occupancy.

7.1.2.2 Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000) on a combined single-limit basis.

7.1.2.3 Such policy or policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement wherein the rights of named insureds under the policy or policies shall not be prejudiced as respects a named insured's action against another named insured.

7.1.3 Workers' Compensation Insurance. The Association shall maintain workers' compensation insurance to the extent necessary to comply with any applicable laws.

7.1.4 Fidelity Insurance;

7.1.4.1 The Board of Directors may cause the Association to maintain blanket fidelity insurance for all officers, directors, trustees, and employees of the Association and all other persons handling or responsible for funds of, or administered by, the Association. In the event that the Association has retained a management agent, the Board of Directors may require such agent to maintain fidelity bonds for its officers, employees and agents handling or responsible for funds of, or administered on behalf of the Association. The cost of such insurance, if any, shall be borne by the Association.

7.1.4.2 The total amount of fidelity insurance coverage required shall be based upon the best business judgment of the Board of Directors.

7.1.4.3 Such fidelity insurance shall name the Association as obligee and shall contain waivers by the insurance issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The insurance shall provide that they may not be canceled or substantially modified (including

cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association.

7.2 Insurance by Lot Owners. Each Owner shall be responsible for obtaining, the Owner's own expense, homeowner's insurance covering the improvements on the Owner's Lot and liability resulting from use or ownership of the Lot, unless the Association agrees otherwise. The insurance coverage maintained by the Association shall not be brought into contribution with the insurance obtained under this section by the Owners.

SECTION 8

GENERAL PROVISIONS

8.1 Seal. The Board of Directors may, by resolution, adopt a corporate seal.

8.2 Notice. All notices to the Association or to the Board of Directors shall be sent care of the managing agent or, if there is no managing agent, to the principal office of the Association or to such other address as the Board of Directors may hereafter designate from time to time. All notices to members shall be sent to the member's Home or to such other address as may have been designated by the member from time to time in writing to the Board of Directors.

8.3 Waiver of Notice. Whenever any notice to any member or director is required by law, the Declaration, the Articles of incorporation, or these Bylaws, a waiver of notice in writing signed at any time by the person entitled to notice shall be equivalent to the giving of the notice.

8.4 Action Without Meeting. Any action that the law, the Declaration, the Articles of Incorporation, or the Bylaws require or permit the members or directors to take at any meeting may be taken without a meeting or ballot meeting if a consent in writing setting forth the action so taken is signed by all of the members or directors entitled to vote on the matter. The consent, which shall have the same effect as a unanimous vote of the members or directors, shall be filed in the records of minutes of the Association.

8.5 Conflicts. These Bylaws are intended to comply with RCW Chapter 64.38, the Washington Nonprofit and Miscellaneous Corporations Act, the Declaration and the Articles of Incorporation. In case of any irreconcilable conflict, such statutes and documents shall control over these Bylaws.

SECTION 9

AMENDMENTS TO BYLAWS

9.1 How Proposed. Amendments to these Bylaws shall be proposed by either a majority of the Board of Directors or by members holding at least thirty percent (30%) of the voting rights entitled to be cast for such amendment. the proposed amendment must be reduced to writing and

shall be included in the notice of any meeting at which action is to be taken thereon or be attached to any request for consent to the amendment.

9.2 Adoption.

9.2.1 A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members and may be approved by the membership at a meeting called for such purpose, by a ballot meeting pursuant to Section 3.13, or by written consent of the members. Members not present at the meeting considering such amendment may express their approval in writing or by proxy. Any resolution must be approved by members holding a majority (at least 51%) of the voting rights, together with the written consent of the Class B member, if any. Amendment or repeal of any provision of these Bylaws that is also contained in the Declaration must be approved by the same voting requirement for amendment of such provision of the Declaration.

9.2.2 Notwithstanding the provisions of the preceding paragraph, until the turnover Meeting has occurred, Declarant shall have the right to amend these Bylaws in order to comply with the requirements of the Federal Housing Administration, the United States Department of Veterans Affairs, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United States or time State of Washington, or any corporation wholly owned, directly or indirectly, by the United States, or the State of Washington that insures, guarantees or provides financing for a planned community or lots in a planned community. After the Turnover Meeting, any such amendment shall require the approval of a majority of the voting rights of the Association, voting in person, by proxy, or by ballot, at a meeting or ballot meeting of the Association at which a quorum is represented.

9.3 Execution and Recording. An amendment shall not be effective until certified by the President and Secretary of the Association as being adopted in accordance with these Bylaws, acknowledged and recorded in the Deed Records of Cowlitz County, Washington.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

_____, 20____.

MT. SOLO ESTATES
HOMEOWNERS ASSOCIATION,
a Washington nonprofit corporation

By: _____
Name: David Force
Its: President

By: _____
Name: Christy Lombard
Its: Secretary

STATE OF WASHINGTON)
) ss.
County of Cowlitz)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by David Force, President for Mt. Solo Estates Homeowner Association, a Washington nonprofit corporation.

Notary Public for Washington
My commission expires: _____

STATE OF WASHINGTON)
) ss.
County of Cowlitz)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Christy Lombard, Secretary for Mt. Solo Estates Homeowner Association, a Washington nonprofit corporation.

Notary Public for Washington
My commission expires:_____



City of Longview

Agenda Summary

ORDINANCE 3435: AMENDING THE 2019-2020 BIENNIAL BUDGET (1ST READING)

RECOMMENDED ACTION:

NO ACTION REQUIRED - FIRST READING

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

The subject ordinance has been prepared to amend the 2019-2020 biennial budget to authorize expenditures unforeseen at the time the 2019-2020 biennial budget was adopted. These amendments affect the Community Development Block Grant Fund, Criminal Justice Assistance Fund, Capital Projects Fund, Sanitary Fund, Equipment Rental Reserve Fund, Facility Maintenance Fund, Unemployment Compensation Fund and the Employee Benefits Reserve Fund in the 2019-2020 biennial budget.

Budget amendment ordinances require two readings before the Council. This evening's reading represents the first reading of Ordinance 3435.

STAFF CONTACT:

Kurt Sacha, City Manager

Attachments:

1. ORDINANCE NO 3435

ORDINANCE NO. 3435

An Ordinance relating to public expenditures and declaring an emergency under the provisions of RCW 35A.34.150, fixing the amount of money required to meet such emergencies and authorizing the expenditure of money not provided for in the 2019-2020 biennial budget of the City.

WHEREAS, on December 19, 2018, the City Council of the City of Longview adopted the biennial budget of the City of Longview for 2019-2020; and

WHEREAS, it was thereafter determined by said City Council that additional funds are available and that additional expenditures should be authorized, and said matters were not contemplated at the time of the adoption of said 2019-2020 biennial budget:

NOW, THEREFORE, the City Council of the City of Longview do ordain as follows:

Section 1. That the Community Development Block Grant Fund of the 2019-2020 City of Longview biennial budget shall be, and is hereby, amended as follows:

- a) Revenue shall be increased to provide for federal CARES Act funds granted through the Community Development Block Grant program: \$427,350.00
- b) Community Development Block Grant Fund expenditures shall be increased to provide for micro-enterprise grants, rent and utility payment assistance for low and moderate income households: \$427,350.00

Section 2. That the Criminal Justice Assistance Fund of the 2019-2020 City of Longview biennial budget shall be, and is hereby, amended as follows:

- a) Beginning fund balance in the amount of \$224,000; COVID -19 Prevention & Response Funds in the amount of \$42,000; and Improving Criminal Justice Responses (ICJR) grant revenues in the amount of \$25,000 shall be utilized to improve responses to domestic violence and provide for police public safety program and equipment expenditures: \$291,000.00
- b) Criminal Justice Assistance Fund expenditures shall be increased to provide for Improving Criminal Justice Responses (ICJR) to domestic Violence, dating violence and sexual assault; COVID-19 Prevention & Response; and police tactical equipment expenditures: \$291,000.00

Section 3. That the Capital Projects Fund of the 2019-2020 City of Longview biennial

budget shall be, and is hereby, amended as follows:

- a) Capital Project Fund resources shall be increased to account for Housing Opportunities of Southwest Washington's share of project expenditures for the Columbia Theatre painting project; FEMA's Assistance to Firefighters Grant for an automatic sprinkler system at Station #81; a reduction of \$161,430 in est. ending fund balance and an increase in beginning fund balance in the amount of \$711,590 to provide for the RA Long Park Plaza for improvements: \$716,070.00
- b) Capital Projects Fund appropriation shall be increased to provide for Fire Station #81 fire sprinkling system; Columbia Theatre painting project; and completion of the RA Long Park Plaza improvements: \$716,070.00

Section 4. That the Sanitary Fund of the 2019-2020 City of Longview biennial budget shall

be, and is hereby, amended as follows:

- a) Beginning resources required to balance shall be modified to provide for increased costs associated with recycling collection, net sorting costs and waste disposal fees: \$245,000.00
- b) Sanitary Fund expenditures shall be increased to provide for recycling collection, net sorting costs and waste disposal fees: \$245,000.00

Section 5. That the Equipment Rental Fund of the 2019-2020 City of Longview biennial

budget shall be, and is hereby, amended as follows:

- a) Beginning fund balance shall be utilized to provide for propane auto gas conversions; additional costs associated with fire pumper equipment replacement; storm water equipment and urban forestry equipment: \$705,000.00
- b) Equipment Rental Reserve appropriations shall

be increased to provide for expenditures associated with propane auto gas conversions; replacement of Fire Department pumper; Storm Water equipment; and Urban Forestry equipment: \$705,000.00

Section 6. That the Facility Maintenance Fund of the 2019-2020 City of Longview biennial budget shall be, and is hereby, amended as follows:

- a) Revenue shall be increased to provide for federal CARES Act Response and Recovery funds provided to assist with COVID-19 related expenditures and beginning resources required to balance shall be adjusted to provide for increased operations and maintenance costs associated with maintaining the City's facilities: \$291,000.00
- b) Facility Maintenance Fund expenditures shall be increased to provide for COVID-19 related expenditures together with increased operations and maintenance costs associated with maintaining the City's facilities: \$291,000.00

Section 7. That the Unemployment Compensation Fund of the 2019-2020 City of Longview biennial budget shall be, and is hereby, amended as follows:

- a) Beginning resources required to balance shall be increased to provide for unanticipated costs for unemployment compensation: \$100,000.00
- b) Unemployment Compensation Fund expenditures shall be increased to provide for unemployment compensation associated with the COVID-19 pandemic: \$100,000.00

Section 8. That the Employee Benefits Reserve Fund of the 2019-2020 City of Longview biennial budget shall be, and is hereby, amended as follows:

- a) Beginning resources required to balance shall be modified to provide for vacation/sick leave costs associated with departing employees: \$95,000.00
- b) Employee Benefits Reserve Fund expenditures shall be increased to provide for vacation/sick leave costs

associated with departing employees:

\$95,000.00

Section 9. That by reason of the facts herein before set forth, an emergency is hereby declared under the provisions of RCW 35A.34.150, and it is hereby ordered that the foregoing appropriations and budget amendments be approved in excess of the 2019-2020 biennial budget for the purposes stated herein.

Section 10. This ordinance shall be in full force and effect from and after five (5) days from its passage and publication.

Passed by the City Council this _____ day of December, 2020. Approved by the Mayor this _____ day of December, 2020.

M A Y O R

ATTEST:

City Clerk
APPROVED AS TO FORM:

City Attorney

Published: _____



City of Longview

Agenda Summary

ORDINANCE 3436: ADOPTING THE 2021-2022 BIENNIAL BUDGET

RECOMMENDED ACTION:

MOTION TO ADOPT ORDINANCE 3436 ADOPTING THE 2021-2022 BIENNIAL BUDGET OF THE CITY OF LONGVIEW.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management.

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

This ordinance depicts the revenues and appropriations as presented in the 2021-2022 Biennial Budget and formally adopts the 2021-2022 Biennial Budget.

STAFF CONTACT:

Kurt Sacha, City Manager

Attachments:

1. ORDINANCE NO. 3436 - 2021-2022 Biennial Budget.doc

ORDINANCE NO. 3436

An Ordinance adopting the City of Longview's budget for the 2021-2022 fiscal biennium; providing for an effective date of January 1, 2021.

The City Council of the City of Longview do ordain as follows:

Section 1. That the City budget for the ensuing fiscal biennium of 2021-22 as the same now appears on file in the office of the City Clerk be, and the same is hereby, in all respects, adopted and approved.

Section 2. That the following are the separate totals for revenues anticipated for the fiscal biennium 2021-2022 for each of the following classes:

			BIENNIAL
	<u>2021</u>	<u>2022</u>	<u>BUDGET</u>
Taxes	\$31,989,370	\$32,627,640	\$64,617,010
Licenses and Permits	905,930	921,650	1,827,580
Intergovernmental	11,705,480	12,532,680	24,238,160
Charges for Services	42,194,650	43,756,240	85,950,890
Fines and Forfeits	540,200	548,120	1,088,320
Miscellaneous	10,112,980	10,184,770	20,297,750
Non-Revenues	285,860	290,860	576,720
Other Financing Sources	3,375,090	3,150,340	6,525,430
Beg Resources Req to Bal	<u>6,182,430</u>	<u>6,685,210</u>	<u>12,867,640</u>
TOTAL	\$107,291,990	\$110,697,510	\$217,989,500

Section 3. That the following are the separate totals for the total dollar appropriation allowed for each of the following classes in the ensuing fiscal biennium 2021-2022:

	2021	2022	Biennial Budget
Salaries & Wages	\$29,188,830	\$29,689,610	\$58,878,440
Personnel Benefits	\$14,260,000	\$14,363,470	\$28,623,470
Supplies	\$5,498,130	\$5,419,460	\$10,917,590
Other Services & Charges	\$34,498,870	\$34,886,800	\$69,385,670
Intergovernmental	\$2,544,560	\$2,514,200	\$5,058,760
Capital Outlay	\$11,370,430	\$13,936,990	\$25,307,420
Debt Service	\$4,462,400	\$4,448,660	\$8,911,060
Other Financing Uses	\$2,082,590	\$2,630,340	\$4,712,930
Contrib to End Fund Balance	\$3,386,180	\$2,807,980	\$6,194,160
TOTAL	\$107,291,990	\$110,697,510	\$217,989,500

Section 4. That the total appropriation, by fund, shall be as follows:

Fund	2021 Budget	2022 Budget	Biennial Budget
GENERAL FUND:			
General Fund	\$41,467,230	\$42,106,500	\$83,573,730
SPECIAL REVENUE FUNDS:			
Arterial Street Fund	\$1,598,000	\$4,620,000	\$6,218,000
Downtown Parking Fund	\$73,070	\$73,070	\$146,140
Economic Development Fund	\$550,250	\$550,250	\$1,100,500
HOME Fund	\$310,000	\$315,000	\$625,000
CDBG Entitlement Fund	\$360,000	\$360,000	\$720,000
Criminal Justice Assistance Fund	\$933,620	\$880,960	\$1,814,580
Public Safety Fund	\$70,000	\$630,000	\$700,000
Tourism Special Revenue Fund	\$64,500	\$66,500	\$131,000
Transportation Benefit District	\$620,000	\$620,000	\$1,240,000
Parks & Rec. Memorial Trust Fund	\$44,400	\$44,400	\$88,800
Northwest Health Foundation	\$16,500	\$0	\$16,500
DEBT SERVICE FUNDS:			
2007 L.T.G.O. Bond Fund	\$579,810	\$587,010	\$1,166,820
Spec. Assess. Bond Red. Fund	\$42,500	\$42,500	\$85,000
Spec. Assess. Guaranty Fund	\$15,000	\$15,000	\$30,000
CAPITAL PROJECTS FUNDS:			
Capital Projects Fund	\$698,980	\$938,850	\$1,637,830
L.I.D. Construction Fund	\$350,000	\$350,000	\$700,000
Building Replacement Fund	\$460,000	\$201,000	\$661,000
PERMANENT FUNDS:			
Library Trust Fund	\$1,000	\$1,000	\$2,000
ENTERPRISE FUNDS:			
Water Operations Fund	\$6,140,210	\$6,155,050	\$12,295,260
Water Construction Fund	\$3,865,270	\$4,178,700	\$8,043,970
Sewer Operations Fund	\$13,043,910	\$13,563,650	\$26,607,560
Sewer Construction Fund	\$920,000	\$1,385,000	\$2,305,000
Filter Plant Operations Fund	\$1,305,240	\$1,285,200	\$2,590,440
Filter Plant Construction Fund	\$650,000	\$150,000	\$800,000
Sanitary/Recycling Fund	\$5,748,090	\$5,906,770	\$11,654,860
Storm Water Fund	\$5,943,020	\$5,847,690	\$11,790,710
Transit Operations Fund	\$9,061,930	\$7,719,180	\$16,781,110
Mint Valley Golf Fund	\$1,132,790	\$1,138,220	\$2,271,010
Mint Valley Racquet Fund	\$6,320	\$6,550	\$12,870
INTERNAL SERVICE FUNDS:			
Insurance Reserve Fund	\$1,923,770	\$2,028,060	\$3,951,830
Office Equipment Reserve Fund	\$2,214,050	\$2,084,090	\$4,298,140
Equipment Rental Operations Fund	\$2,183,170	\$2,189,130	\$4,372,300
Equipment Rental Reserve Fund	\$2,756,620	\$2,478,620	\$5,235,240
Facility Maintenance Fund	\$789,130	\$802,790	\$1,591,920
Unemployment Compensation Fund	\$71,630	\$72,890	\$144,520
Employee Benefits Reserve Fund	\$575,000	\$575,000	\$1,150,000
FIDUCIARY FUNDS:			
Firemen's Pension Fund	\$706,980	\$728,880	\$1,435,860
TOTALS	\$107,291,990	\$110,697,510	\$217,989,500

Section 5. That the City Clerk be, and is hereby authorized and directed to transmit to the Washington State Auditor's Office and Association of Washington Cities a copy of the budget, as adopted.

Section 6. This Ordinance shall be in full force and effect on January 1, 2021.

Passed by the City Council this 10th day of December, 2020.

Approved by the Mayor this 10th day of December, 2020.

M A Y O R

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Published: _____



City of Longview

Agenda Summary

RESOLUTION 2342: ADOPTING 2021-2025 CAPITAL IMPROVEMENT PLAN

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2342 APPROVING THE 2021-2025 CAPITAL IMPROVEMENT PLAN FOR THE CITY OF LONGVIEW.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management.

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

The attached resolution provides for the 2021-2025 Capital Improvement Plan included in the 2021-2022 biennial budget. Approval of the 2021-2025 Capital Improvement Plan authorizes funding only for the 2021-2022 projects approved in conjunction with the 2021-2022 Biennial Budget.

STAFF CONTACT:

Kurt Sacha, City Manager

Attachments:

1. RESOLUTION NO 2342 2021-2025 CIP

RESOLUTION NO. 2342

A Resolution adopting a revised and extended five year Capital Improvement Plan (2021-2025 CIP) for the City of Longview, Washington.

WHEREAS, the City of Longview, Washington, is accountable for a considerable investment in buildings, parks, roads, sewers, equipment and other capital investments; and

WHEREAS, the preservation, maintenance and future improvement of these facilities is a primary responsibility of the City; and

WHEREAS, planning and implementing sound capital improvement policies and plans today will help the City avoid emergencies and major costs in the future; and

WHEREAS, a plan and policy was developed, with direction by the Longview City Council, to be followed for all phases of the City's capital improvement process for a five year period, subject to annual review, revision and extension; and

WHEREAS, a revised and extended 2021-2025 Capital Improvement Plan was presented in conjunction with the 2021-2022 biennial budget to the City Council of said City on November 12, 2020; and

WHEREAS, the City Council of said City conducted a public hearing thereon at 7:00 p.m. in the City Hall in Longview, Washington, on November 12, 2020 and November 19, 2020, and determined to adopt said revised and extended five year Capital Improvement Plan;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Longview that the revised and extended 2021-2025 Capital Improvement Plan for said City as submitted to the City Council on November 12, 2020 and November 19, 2020, shall be, and is hereby, adopted as the official Capital Improvement Plan for said City for the five year period ending December 31, 2025, subject to annual review, revision and extension.

PASSED by the City Council of the City of Longview, Washington, and approved by its Mayor this _____ day of December, 2020.

M A Y O R

ATTEST:

City Clerk



City of Longview

Agenda Summary

RESOLUTION NO. 2345 – WATER RATES FOR 2021

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2345.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management.

Provide sustainable water quality & environmental infrastructure.

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

Proposed Resolution No. 2345 maintains water rates.

This resolution implements changes enacted by ordinance #3433 by making text changes for delinquent payments and establishing a fee for voluntary water service turn-ons.

STAFF CONTACT:

Ken Hash, Public Works Director

Attachments:

1. Res #2345 - Water rates 2021 clean
2. Res #2345 - Water rates 2021 track copy

RESOLUTION NO. 2345

A RESOLUTION RELATING TO AND SETTING RATES AND MINIMUM CHARGES FOR WATER AND WATER SERVICE CONNECTIONS, FOR FIRE SERVICE, AND OTHER RELATED CHARGES FOR PROVIDING WATER SERVICE WITHIN AND OUTSIDE THE CITY OF LONGVIEW, AND REPEALING RESOLUTION NO.2316.

WHEREAS, Pursuant to Chapter 15.56 of the Longview Municipal Code, the City Council of the City of Longview, Washington hereby enacts this Resolution to increase the rates and charges for providing water to cover the projected operating and capital costs of the water utility.

BE IT RESOLVED by the City Council of said City that the rates for water service furnished by said City, both inside and outside the corporate limits thereof, shall be, and are hereby established, as follows:

Section 1. Water for All Uses Within the Corporate Limits.

All water supplied for domestic or commercial purposes within the corporate limits of the City shall be supplied by meter only. The rates for such metered water supplied in any one month or fractional part thereof shall be in accordance with the following schedule but not less than the minimum monthly meter charge. These base monthly rates shall be charged for each month a customer's account is open, regardless of consumption history or actual use during any specific month:

A. Minimum Monthly Meter Charges

(1) All Classes Except Irrigation

\$ 14.64 per month for 3/4" x 5/8" meter
\$ 29.53 per month for 1" meter
\$ 54.28 per month for 1-1/2" meter
\$ 83.98 per month for 2" meter
\$ 163.19 per month for 3" meter

\$ 252.32 per month for 4" meter
\$ 499.90 per month for 6" meter
\$ 796.95 per month for 8" meter
\$ 1143.54 per month for 10" meter
\$ 1638.65 per month for 12" meter

(2) Irrigation

\$ 11.58 per month for 3/4" x 5/8" meter
\$ 21.84 per month for 1" meter
\$ 38.91 per month for 1-1/2" meter
\$ 59.43 per month for 2" meter
\$ 114.12 per month for 3" meter
\$ 175.62 per month for 4" meter
\$ 346.50 per month for 6" meter
\$ 551.55 per month for 8" meter
\$ 790.75 per month for 10" meter
\$ 1132.50 per month for 12" meter

B. Consumptive Charges

In addition to the minimum monthly meter charges shown above, the following rates shall be charged for metered water consumed:

(1) Single Family Residence and Duplex

For the first 800 cu. ft. or any portion thereof - \$ 3.10 per 100 cu. ft.
For the next 800 cu. ft. - \$ 3.61 per 100 cu. ft.
For all over 1,600 cu. ft. - \$ 4.71 per 100 cu. ft.

(2) Trailer Courts and Apartments (Triplex and above)

All water consumed - \$ 3.56 per 100 cu. ft.

(3) Commercial, Churches, Schools, Hospitals, and Motels/Hotels

All water consumed - \$ 3.77 per 100 cu. ft.

(4) Irrigation

All water consumed - \$ 5.63 per 100 cu. ft.

Section 2. Water for all Uses Outside the Corporate Limits.

All water supplied for domestic or commercial purposes outside the corporate limits of the City shall be supplied by meter only. The rates for such metered water supplied shall be in

accordance with the schedule in Section 1, plus an additional charge of sixty-five percent (65%) to cover public fire protection costs of the water system serving outside customers and other costs applicable thereto.

Section 3. Partial Monthly Charges.

When water has been supplied to any one customer for less than a calendar month, the amount to be charged such customer for the water furnished during said partial period shall be determined by dividing the applicable monthly minimum meter charge by thirty and multiplying the quotient times the number of days water was so supplied, plus the total consumptive charges for water actually supplied.

Section 4. Water Service Connection Charges.

- (a) All water installations shall meet or exceed the existing standards and specifications of the City, as set forth in the Longview Municipal Code or as determined by the City Engineer. Prior to the installation, the owner/contractor shall request an inspection of materials by the City Engineer, or his/her representative. No water installations or taps into the City water mains shall occur without a utility permit issued under LMC 15.44. Any utility construction within a public right-of-way or easement shall comply with the authorizing agency's requirements and permitting regulations, and a permit shall be obtained from such agency prior to starting construction of the utility facilities. At locations where the City is required to obtain a permit from the authorizing agency, the owner/contractor shall reimburse the City the cost of such permit. In addition, no water installation or taps shall occur except upon forty-eight (48) or more hours advance notice to the City Engineer, or his/her representative. All water installations requiring taps into a water main shall be performed by a licensed plumbing contractor qualified to perform tapping connections, per the standards set forth by the City.
- (b) The City Engineer, or his/her representative, shall inspect all materials to ensure compliance with the current City standards and specifications. Once the materials, location, and permits are approved, the contractor shall be permitted to install the service. The work shall be inspected by the City Engineer, or his/her representative.
- (c) No water installations or taps into the City's water main shall be covered or obscured until inspected and approved by the City Engineer, or his representative. An inspection fee of one-hundred fifty dollars (\$150) shall be charged for such inspections and shall be paid at the time that a permit is granted under LMC 15.44. Where the developer of newly platted land has installed a complete water

service to City standards, including corporation stop, service line, meter stop and meter box, the inspection fee is waived.

- (d) A meter set-in fee shall be charged according to the following schedule:

<u>CONNECTION SIZE</u>	<u>INSIDE CITY</u>	<u>OUTSIDE CITY</u>
3/4" and 1" Service	\$200.00	\$200.00

For services greater than 1", the developer, owner or contractor shall furnish new, City-approved meters.

- (e) In addition to the foregoing charges, a capital recovery fee will be charged according to the meter size as follows:

<u>CONNECTION SIZE</u>	<u>CAPITAL RECOVERY FEE</u>
0.75"	\$ 2,031.00
1"	\$ 5,078.00
1.5"	\$ 10,155.00
2"	\$ 16,248.00
3"	\$ 32,496.00
4"	\$ 50,775.00
6"	\$ 101,550.00
8"	\$ 162,480.00
10"	\$ 233,565.00
12"	\$ 335,115.00

- (f) A charge of \$50 (regular business hours) or \$200 (after regular business hours and on Friday, Saturday and Sunday) shall be collected for the reactivation of a water service account suspended at the request of the account holder in accordance with LMC 15.56.022(4).

Section 5. Monthly Rates for Private Fire Sprinkler Systems and for Hydrants on Private Property.

The monthly charges for private fire sprinkler systems and hydrants installed on private property shall be as follows:

<u>INSIDE CITY</u>	<u>OUTSIDE CITY</u>
\$ 14.64	\$ 24.16

Private fire protection systems must be metered as provided in Section 15.64.080 of the Longview Municipal Code, and payment of the costs of such installation shall be the

responsibility of the property owner. Use of water from private fire sprinkler systems and hydrants shall be for fire suppression or system testing purposes only.

Section 6. Charges to City Owned Facilities.

- (a) Unmetered Service: For each unmetered water service to a City park or other City facility, the City shall pay into the Water Utility Fund, two thousand six hundred fifty nine dollars and twenty-nine cents (\$2945.70) per year for each such service.
- (b) Youth Athletic Leagues: Water consumed at City parks that host Youth Athletic Leagues under a Longview Parks and Recreation Department Youth Sports Facility Use Agreement shall be charged at twenty-five percent (25%) of the rates set forth in this Resolution. Where a Youth Athletic League has secured its own facility, operates in coordination with the Longview Parks and Recreation Department, and is the account customer billed directly by the City, the league shall be billed at twenty-five percent (25%) of the account total determined by the rates set forth in this Resolution. Penalties, turn on charges, and other related charges shall be billed at one hundred percent (100%) of the amounts set forth in this Resolution.
- (c) Mint Valley Golf Course Irrigation: Water consumed at the Mint Valley Golf Course for irrigation purposes only, shall be charged at forty percent (40%) of the rates set forth in this Resolution.
- (d) Community Gardens Irrigation: Water consumed by community gardeners utilizing the City Community Garden facility owned and operated by the City of Longview Parks and Recreation Department shall be charged at twenty-five percent (25%) of the rates set forth in this Resolution. The Community Gardens account is in the name of the City of Longview and shall be billed to the City of Longview Parks and Recreation Department.

Section 7. Delinquent Payments.

All money due the City for furnishing water service for any customers shall be due and payable within fifteen (15) days of the due date shown on each bill, and if not paid within fifteen (15) days thereafter, shall be deemed delinquent. In accordance with Longview Municipal Code Section 15.56.010(2), if full payment on a utility account has not been received at the Finance Department by the thirtieth (30th) day after the due date, a penalty in the amount of twenty-five dollars (\$25.00) shall be assessed and written notice will be mailed for demand for payment or

otherwise. In the event the utility account remains delinquent beyond the forty-first (41st) day after the due date, and after such contact has been attempted by the City, the utility service shall be disconnected or shut off until such time as the balance is paid in full. In accordance with the Longview Municipal Code Section 15.56.010(3), a penalty charge of fifty dollars (\$50.00) shall be assessed to turn on the utility service, once the balance, including penalty fees, are paid in full. In accordance with Longview Municipal Code Section 15.56.050, there is hereby established a charge of fifty dollars (\$50.00) to turn on a water service which has been disconnected or turned off due to a user failing to apply for water service as provided in Longview Municipal Code Section 15.44.010. A charge of one hundred dollars (\$100.00) is hereby established if the City is required to turn on a water service after regular working hours. If the City determined that it was necessary to physically remove the meter to enforce the provisions of the Longview Municipal Code and this resolution, a charge of one hundred fifty dollars (\$150.00) shall be assessed to reinstall the meter and turn on water service.

Section 8. Water Obtained from Fire Hydrant.

Anyone desiring to obtain water from an un-metered fire hydrant shall first obtain a Fire Hydrant Use Permit, and pay all applicable fees and deposits. Use of a fire hydrant to obtain water shall be temporary only, shall occur only at hydrants designated and approved by the Utilities Systems Manager or his/her designee, and shall not exceed ninety (90) calendar days unless otherwise approved by the Utilities Systems Manager or his/her designee. All water obtained from a hydrant shall be through a water meter and backflow prevention assembly provided by the City, except that the Utilities Systems Manager may authorize the permittee to provide its own meter and backflow prevention assembly.

The permittee shall pay a deposit of one thousand dollars (\$1,000.00) and a non-refundable meter assembly installation and removal fee of one hundred fifty dollars (\$150.00) in advance of the City installing the meter assembly on the hydrant. The permittee shall also pay a meter rental charge of five dollars (\$5.00) per calendar day and shall pay for water used at the rates shown in Section 1.B (3).

All water supplied for use outside the corporate limits of the City shall be charged at the rates shown in Section 1.B (3), plus an additional charge of sixty-five percent (65%) as identified in Section 2 of this resolution.

The deposit is required for the purpose of assuring that said meter will be returned to the City, and that it will not be damaged. The permittee shall be fully responsible for any damage or loss to the hydrant and/or the hydrant meter assembly. If a meter assembly is returned to the City in a damaged condition, or the hydrant is damaged by the permittee's use, the permittee shall be responsible to pay all replacement or repair costs that exceed the deposit amount, in addition to the meter rental and water consumption charges. Replacement or repair costs shall become payable to the City within thirty (30) calendar days after notification and subsequent mailing of an invoice to permittee.

Permittees providing their own meter and backflow prevention assembly shall obtain a Fire Hydrant Use Permit for each hydrant used, and shall use only hydrants designated and approved by the Utilities Systems Manager or his/her designee. Such permittees shall be exempt from the installation/removal fee and meter rental charge, but shall pay a one hundred dollar (\$100.00) deposit, shall pay for all water consumed, and shall be responsible for any damage or loss to the hydrant due to their use of the hydrant.

The permit shall be on site at any time water is to be withdrawn from the hydrant and shall be subject to examination on request of employees of the City. The permittee shall comply with the requirements set forth in the 2015 International Fire Code, Section 901.8 and subsequent editions; and LMC Sections 15.60.050 and 15.60.070.

The Utilities Division shall provide meter readings to the Finance Department, who shall determine and issue the monthly and final billings. The Finance Department shall refund the deposit to the permittee after all charges have been paid and upon verification from the Utilities Operations Manager or his/her designee, that the meter has been returned and that all City-owned property is undamaged.

Section 9. Water Shortage Fees.

During a water shortage emergency as defined in Chapter 15.74 of the Longview Municipal Code, fees shall be assessed as follows for installation and removal of flow restrictor devices on individual water services, or for disconnecting or shutting off services, as provided for to enforce the measures set forth in Chapter 15.74:

¾ -inch to 1 ½ -inch meters: \$150.00

larger than 1 ½ -inch meters: Actual costs for time, material, and equipment

Section 10. Temporary Aesthetic Water Quality Rate Reduction

On January 31, 2013, the City of Longview discontinued supplying its customers with water from the Cowlitz River and began supplying treated groundwater from the Mint Farm Regional Water Treatment plant. Several months later a limited number of customers began experiencing water quality issues due to destabilization of scale build up in the City's water mains. Although the water meets potable standards, objectionable odor, color, and taste characteristics have been experienced by a limited number of customers. As acknowledgement that some customers may receive water with objectionable aesthetic characteristics impacting their daily lives, the following reduced rates will be charged to certain qualifying customers.

10.1 Eligibility for Aesthetic Water Quality Rates

Eligibility for Aesthetic Water Quality Rates shall be based on water quality at a specific customer's location.

A. Eligibility: Customers may be eligible for Aesthetic Water Quality Rates upon request by the customer and after verification by City staff that the customer has experienced aesthetic water quality issues related to iron and/or manganese concentrations in the customer's water supply. Customers dealing only with spotting and other issues related to hardness and dissolved solids concentrations, chlorine odor or taste, or other issues not related to iron or manganese concentrations, are not eligible for Aesthetic Water Quality Rates. Eligibility for Aesthetic Water Quality Rates shall be determined by City staff based one or more of the following methods:

- i) Water sample collected by City staff from the water main serving the customer containing iron concentration greater than the state Dept. of Health established Secondary Maximum Contaminant Level of 0.3 mg/l.
- ii) Water sample collected by City staff from the water main serving the customer containing manganese concentration greater than the state Dept. of Health established Secondary Maximum Contaminant Level of 0.05 mg/l.
- iii) Water sample collected by City staff from the water main serving the customer with an apparent color reading of greater than 15 color units.
- iv) Non-quantifiable characteristics as determined by the Public Works Director or his/her designee.
- v) Eligibility testing of a customer's water shall occur no more frequently than once per week. After two tests fail to meet the eligibility criteria, the City will not conduct any further eligibility tests for that customer unless the City identifies a general deterioration of water quality in the City's mains in the area of the customer.

B. Eligibility Period

Customers shall be eligible for the Aesthetic Water Quality Rates for a period of two (2) months, after which continued eligibility must be determined in accordance with section 10.1.A.

10.2 Aesthetic Water Quality Rates Inside Corporate Limits

All water supplied for domestic or commercial purposes within the corporate limits of the City shall be supplied by meter only. The rates for such metered water supplied in any one month or fractional part thereof shall be in accordance with the following schedule but not less than the minimum monthly meter charge. These base monthly rates shall be charged for each month a customer's account is open, regardless of consumption history or actual use during any specific month:

A. Minimum Monthly Meter Charges – Aesthetic Water Quality

(1) All Classes Except Irrigation

\$ 7.32 per month for 3/4" x 5/8" meter
\$ 14.77 per month for 1" meter
\$ 27.14 per month for 1-1/2" meter
\$ 41.99 per month for 2" meter
\$ 81.60 per month for 3" meter
\$ 126.16 per month for 4" meter
\$ 249.95 per month for 6" meter
\$ 398.48 per month for 8" meter
\$ 571.77 per month for 10" meter
\$ 819.33 per month for 12" meter

(2) Irrigation

No reduced rates for irrigation; the rates in Section 1 shall apply.

B. Consumptive Charges – Aesthetic Water Quality

In addition to the minimum monthly meter charges shown above, the following rates shall be charged for metered water consumed:

(1) Single Family Residence and Duplex

For the first 800 cu. ft. or any portion thereof - \$ 1.55 per 100 cu. ft.
For the next 800 cu. ft. - \$ 1.81 per 100 cu. ft.
For all over 1,600 cu. ft. - \$ 2.36 per 100 cu. ft.

(2) Trailer Courts and Apartments (Triplex and above)

All water consumed - \$ 1.78 per 100 cu. ft.

(3) Commercial, Churches, Schools, Hospitals, and Motels/Hotels

For the first 800 cu. ft. or any portion thereof - \$ 1.89 per 100 cu. ft.
For the next 800 cu. ft. - \$ 2.86 per 100 cu. ft.
For all over 1,600 cu. ft. - \$ 3.77 per 100 cu. ft.

(4) Irrigation

No reduced rates for irrigation; the rates in Section 1 shall apply.

10.3 Aesthetic Water Quality Rates Outside the Corporate Limits.

The rates for water supplied shall be in accordance with the schedule in Section 10.2, plus an additional charge of sixty-five percent (65%) to cover public fire protection costs of the water system serving outside customers and other costs applicable thereto.

BE IT FURTHER RESOLVED that Resolution No. 2316, passed by the City Council on November 12, 2019, is hereby repealed in its entirety on the date this Resolution becomes effective.

BE IT FURTHER RESOLVED that this Resolution shall take effect on January 1, 2021.

PASSED by the City Council of the City of Longview, Washington, and approved by its Mayor at a special meeting of said City Council held on the 10th day of December 2020.

ATTEST:

M A Y O R

City Clerk

RESOLUTION NO. 23392345

A RESOLUTION RELATING TO AND SETTING RATES AND MINIMUM CHARGES FOR WATER AND WATER SERVICE CONNECTIONS, FOR FIRE SERVICE, AND OTHER RELATED CHARGES FOR PROVIDING WATER SERVICE WITHIN AND OUTSIDE THE CITY OF LONGVIEW, AND REPEALING RESOLUTION NO.2316.

WHEREAS, Pursuant to Chapter 15.56 of the Longview Municipal Code, the City Council of the City of Longview, Washington hereby enacts this Resolution to increase the rates and charges for providing water to cover the projected operating and capital costs of the water utility.

BE IT RESOLVED by the City Council of said City that the rates for water service furnished by said City, both inside and outside the corporate limits thereof, shall be, and are hereby established, as follows:

Section 1. Water for All Uses Within the Corporate Limits.

All water supplied for domestic or commercial purposes within the corporate limits of the City shall be supplied by meter only. The rates for such metered water supplied in any one month or fractional part thereof shall be in accordance with the following schedule but not less than the minimum monthly meter charge. These base monthly rates shall be charged for each month a customer's account is open, regardless of consumption history or actual use during any specific month:

A. Minimum Monthly Meter Charges

(1) All Classes Except Irrigation

\$ 14.64 per month for 3/4" x 5/8" meter
\$ 29.53 per month for 1" meter
\$ 54.28 per month for 1-1/2" meter
\$ 83.98 per month for 2" meter
\$ 163.19 per month for 3" meter

\$ 252.32 per month for 4" meter
\$ 499.90 per month for 6" meter
\$ 796.95 per month for 8" meter
\$ 1143.54 per month for 10" meter
\$ 1638.65 per month for 12" meter

(2) Irrigation

\$ 11.58 per month for 3/4" x 5/8" meter
\$ 21.84 per month for 1" meter
\$ 38.91 per month for 1-1/2" meter
\$ 59.43 per month for 2" meter
\$ 114.12 per month for 3" meter
\$ 175.62 per month for 4" meter
\$ 346.50 per month for 6" meter
\$ 551.55 per month for 8" meter
\$ 790.75 per month for 10" meter
\$ 1132.50 per month for 12" meter

B. Consumptive Charges

In addition to the minimum monthly meter charges shown above, the following rates shall be charged for metered water consumed:

(1) Single Family Residence and Duplex

For the first 800 cu. ft. or any portion thereof - \$ 3.10 per 100 cu. ft.
For the next 800 cu. ft. - \$ 3.61 per 100 cu. ft.
For all over 1,600 cu. ft. - \$ 4.71 per 100 cu. ft.

(2) Trailer Courts and Apartments (Triplex and above)

All water consumed - \$ 3.56 per 100 cu. ft.

(3) Commercial, Churches, Schools, Hospitals, and Motels/Hotels

All water consumed - \$ 3.77 per 100 cu. ft.

(4) Irrigation

All water consumed - \$ 5.63 per 100 cu. ft.

Section 2. Water for all Uses Outside the Corporate Limits.

All water supplied for domestic or commercial purposes outside the corporate limits of the City shall be supplied by meter only. The rates for such metered water supplied shall be in

accordance with the schedule in Section 1, plus an additional charge of sixty-five percent (65%) to cover public fire protection costs of the water system serving outside customers and other costs applicable thereto.

Section 3. Partial Monthly Charges.

When water has been supplied to any one customer for less than a calendar month, the amount to be charged such customer for the water furnished during said partial period shall be determined by dividing the applicable monthly minimum meter charge by thirty and multiplying the quotient times the number of days water was so supplied, plus the total consumptive charges for water actually supplied.

Section 4. Water Service Connection Charges.

- (a) All water installations shall meet or exceed the existing standards and specifications of the City, as set forth in the Longview Municipal Code or as determined by the City Engineer. Prior to the installation, the owner/contractor shall request an inspection of materials by the City Engineer, or his/her representative. No water installations or taps into the City water mains shall occur without a utility permit issued under LMC 15.44. Any utility construction within a public right-of-way or easement shall comply with the authorizing agency's requirements and permitting regulations, and a permit shall be obtained from such agency prior to starting construction of the utility facilities. At locations where the City is required to obtain a permit from the authorizing agency, the owner/contractor shall reimburse the City the cost of such permit. In addition, no water installation or taps shall occur except upon forty-eight (48) or more hours advance notice to the City Engineer, or his/her representative. All water installations requiring taps into a water main shall be performed by a licensed plumbing contractor qualified to perform tapping connections, per the standards set forth by the City.
- (b) The City Engineer, or his/her representative, shall inspect all materials to ensure compliance with the current City standards and specifications. Once the materials, location, and permits are approved, the contractor shall be permitted to install the service. The work shall be inspected by the City Engineer, or his/her representative.
- (c) No water installations or taps into the City's water main shall be covered or obscured until inspected and approved by the City Engineer, or his representative. An inspection fee of one-hundred fifty dollars (\$150) shall be charged for such inspections and shall be paid at the time that a permit is granted under LMC 15.44. Where the developer of newly platted land has installed a complete water

service to City standards, including corporation stop, service line, meter stop and meter box, the inspection fee is waived.

- (d) A meter set-in fee shall be charged according to the following schedule:

<u>CONNECTION SIZE</u>	<u>INSIDE CITY</u>	<u>OUTSIDE CITY</u>
3/4" and 1" Service	\$200.00	\$200.00

For services greater than 1", the developer, owner or contractor shall furnish new, City-approved meters.

- (e) In addition to the foregoing charges, a capital recovery fee will be charged according to the meter size as follows:

<u>CONNECTION SIZE</u>	<u>CAPITAL RECOVERY FEE</u>
0.75"	\$ 2,031.00
1"	\$ 5,078.00
1.5"	\$ 10,155.00
2"	\$ 16,248.00
3"	\$ 32,496.00
4"	\$ 50,775.00
6"	\$ 101,550.00
8"	\$ 162,480.00
10"	\$ 233,565.00
12"	\$ 335,115.00

- (f) A charge of \$50 (regular business hours) or \$200 (after regular business hours and on Friday, Saturday and Sunday) shall be collected for the reactivation of a water service account suspended at the request of the account holder in accordance with LMC 15.56.022(4).

Section 5. Monthly Rates for Private Fire Sprinkler Systems and for Hydrants on Private Property.

The monthly charges for private fire sprinkler systems and hydrants installed on private property shall be as follows:

<u>INSIDE CITY</u>	<u>OUTSIDE CITY</u>
\$ 14.64	\$ 24.16

Private fire protection systems must be metered as provided in Section 15.64.080 of the Longview Municipal Code, and payment of the costs of such installation shall be the

responsibility of the property owner. Use of water from private fire sprinkler systems and hydrants shall be for fire suppression or system testing purposes only.

Section 6. Charges to City Owned Facilities.

- (a) Unmetered Service: For each unmetered water service to a City park or other City facility, the City shall pay into the Water Utility Fund, two thousand six hundred fifty nine dollars and twenty-nine cents (\$2945.70) per year for each such service.
- (b) Youth Athletic Leagues: Water consumed at City parks that host Youth Athletic Leagues under a Longview Parks and Recreation Department Youth Sports Facility Use Agreement shall be charged at twenty-five percent (25%) of the rates set forth in this Resolution. Where a Youth Athletic League has secured its own facility, operates in coordination with the Longview Parks and Recreation Department, and is the account customer billed directly by the City, the league shall be billed at twenty-five percent (25%) of the account total determined by the rates set forth in this Resolution. Penalties, turn on charges, and other related charges shall be billed at one hundred percent (100%) of the amounts set forth in this Resolution.
- (c) Mint Valley Golf Course Irrigation: Water consumed at the Mint Valley Golf Course for irrigation purposes only, shall be charged at forty percent (40%) of the rates set forth in this Resolution.
- (d) Community Gardens Irrigation: Water consumed by community gardeners utilizing the City Community Garden facility owned and operated by the City of Longview Parks and Recreation Department shall be charged at twenty-five percent (25%) of the rates set forth in this Resolution. The Community Gardens account is in the name of the City of Longview and shall be billed to the City of Longview Parks and Recreation Department.

Section 7. Delinquent Payments.

All money due the City for furnishing water service for any customers shall be due and payable within fifteen (15) days of the billing due date shown on each bill, and if not paid within fifteen (15) days thereafter, shall be deemed delinquent. ~~For those accounts determined to be in delinquent status, the City will issue a notice advising the customer that payment is past due, and that such payment should be made within ten (10) days after receipt of such notice.~~ In accordance with Longview Municipal Code Section 15.56.010(2), if full payment on a utility

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account has not been received at the Finance Department by the ~~fortieth-thirtieth~~ (40th30th) day after the ~~bill~~ due date, a penalty in the amount of twenty-five dollars (\$25.00) shall be assessed ~~and written notice will be mailed for should it become necessary for the City to make a personal call upon a delinquent utility account debtor for the purpose of attempting to collect such delinquent account, regardless of whether or not such an account is collected as a result of such personal~~ demand for payment or otherwise. In the event the utility account remains delinquent beyond the forty-first (41st) day after the ~~bill~~ due date, and after such contact has been attempted by the City, the utility service shall be disconnected or shut off until such time as the balance is paid in full. In accordance with the Longview Municipal Code Section 15.56.010(3), a penalty charge of fifty dollars (\$50.00) shall be assessed to turn on the utility service, once the balance, including penalty fees, are paid in full. In accordance with Longview Municipal Code Section 15.56.050, there is hereby established a charge of fifty dollars (\$50.00) to turn on a water service which has been disconnected or turned off due to a user failing to apply for water service as provided in Longview Municipal Code Section 15.44.010. A charge of one hundred dollars (\$100.00) is hereby established if the City is required to turn on a water service after regular working hours. If the City determined that it was necessary to physically remove the meter to enforce the provisions of the Longview Municipal Code and this resolution, a charge of one hundred fifty dollars (\$150.00) shall be assessed to reinstall the meter and turn on water service.

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Section 8. Water Obtained from Fire Hydrant.

Anyone desiring to obtain water from an un-metered fire hydrant shall first obtain a Fire Hydrant Use Permit, and pay all applicable fees and deposits. Use of a fire hydrant to obtain water shall be temporary only, shall occur only at hydrants designated and approved by the Utilities Systems Manager or his/her designee, and shall not exceed ninety (90) calendar days unless otherwise approved by the Utilities Systems Manager or his/her designee. All water obtained from a hydrant shall be through a water meter and backflow prevention assembly provided by the City, except that the Utilities Systems Manager may authorize the permittee to provide its own meter and backflow prevention assembly.

The permittee shall pay a deposit of one thousand dollars (\$1,000.00) and a non-refundable meter assembly installation and removal fee of one hundred fifty dollars (\$150.00) in

advance of the City installing the meter assembly on the hydrant. The permittee shall also pay a meter rental charge of five dollars (\$5.00) per calendar day and shall pay for water used at the rates shown in Section 1.B (3).

All water supplied for use outside the corporate limits of the City shall be charged at the rates shown in Section 1.B (3), plus an additional charge of sixty-five percent (65%) as identified in Section 2 of this resolution.

The deposit is required for the purpose of assuring that said meter will be returned to the City, and that it will not be damaged. The permittee shall be fully responsible for any damage or loss to the hydrant and/or the hydrant meter assembly. If a meter assembly is returned to the City in a damaged condition, or the hydrant is damaged by the permittee's use, the permittee shall be responsible to pay all replacement or repair costs that exceed the deposit amount, in addition to the meter rental and water consumption charges. Replacement or repair costs shall become payable to the City within thirty (30) calendar days after notification and subsequent mailing of an invoice to permittee.

Permittees providing their own meter and backflow prevention assembly shall obtain a Fire Hydrant Use Permit for each hydrant used, and shall use only hydrants designated and approved by the Utilities Systems Manager or his/her designee. Such permittees shall be exempt from the installation/removal fee and meter rental charge, but shall pay a one hundred dollar (\$100.00) deposit, shall pay for all water consumed, and shall be responsible for any damage or loss to the hydrant due to their use of the hydrant.

The permit shall be on site at any time water is to be withdrawn from the hydrant and shall be subject to examination on request of employees of the City. The permittee shall comply with the requirements set forth in the 2015 International Fire Code, Section 901.8 and subsequent editions; and LMC Sections 15.60.050 and 15.60.070.

The Utilities Division shall provide meter readings to the Finance Department, who shall determine and issue the monthly and final billings. The Finance Department shall refund the

deposit to the permittee after all charges have been paid and upon verification from the Utilities Operations Manager or his/her designee, that the meter has been returned and that all City-owned property is undamaged.

Section 9. Water Shortage Fees.

During a water shortage emergency as defined in Chapter 15.74 of the Longview Municipal Code, fees shall be assessed as follows for installation and removal of flow restrictor devices on individual water services, or for disconnecting or shutting off services, as provided for to enforce the measures set forth in Chapter 15.74:

¾ -inch to 1 ½ -inch meters: \$150.00

larger than 1 ½ -inch meters: Actual costs for time, material, and equipment

Section 10. Temporary Aesthetic Water Quality Rate Reduction

On January 31, 2013, the City of Longview discontinued supplying its customers with water from the Cowlitz River and began supplying treated groundwater from the Mint Farm Regional Water Treatment plant. Several months later a limited number of customers began experiencing water quality issues due to destabilization of scale build up in the City's water mains. Although the water meets potable standards, objectionable odor, color, and taste characteristics have been experienced by a limited number of customers. As acknowledgement that some customers may receive water with objectionable aesthetic characteristics impacting their daily lives, the following reduced rates will be charged to certain qualifying customers.

10.1 Eligibility for Aesthetic Water Quality Rates

Eligibility for Aesthetic Water Quality Rates shall be based on water quality at a specific customer's location.

A. Eligibility: Customers may be eligible for Aesthetic Water Quality Rates upon request by the customer and after verification by City staff that the customer has experienced aesthetic water quality issues related to iron and/or manganese concentrations in the customer's water supply. Customers dealing only with spotting and other issues related to hardness and dissolved solids concentrations, chlorine odor or taste, or other issues not related to iron or manganese concentrations, are not eligible for Aesthetic Water Quality Rates. Eligibility

for Aesthetic Water Quality Rates shall be determined by City staff based one or more of the following methods:

- i) Water sample collected by City staff from the water main serving the customer containing iron concentration greater than the state Dept. of Health established Secondary Maximum Contaminant Level of 0.3 mg/l.
- ii) Water sample collected by City staff from the water main serving the customer containing manganese concentration greater than the state Dept. of Health established Secondary Maximum Contaminant Level of 0.05 mg/l.
- iii) Water sample collected by City staff from the water main serving the customer with an apparent color reading of greater than 15 color units.
- iv) Non-quantifiable characteristics as determined by the Public Works Director or his/her designee.
- v) Eligibility testing of a customer's water shall occur no more frequently than once per week. After two tests fail to meet the eligibility criteria, the City will not conduct any further eligibility tests for that customer unless the City identifies a general deterioration of water quality in the City's mains in the area of the customer.

B. Eligibility Period

Customers shall be eligible for the Aesthetic Water Quality Rates for a period of two (2) months, after which continued eligibility must be determined in accordance with section 10.1.A.

10.2 Aesthetic Water Quality Rates Inside Corporate Limits

All water supplied for domestic or commercial purposes within the corporate limits of the City shall be supplied by meter only. The rates for such metered water supplied in any one month or fractional part thereof shall be in accordance with the following schedule but not less than the minimum monthly meter charge. These base monthly rates shall be charged for each month a customer's account is open, regardless of consumption history or actual use during any specific month:

A. Minimum Monthly Meter Charges – Aesthetic Water Quality

(1) All Classes Except Irrigation

\$ 7.32 per month for 3/4" x 5/8" meter
\$ 14.77 per month for 1" meter
\$ 27.14 per month for 1-1/2" meter
\$ 41.99 per month for 2" meter
\$ 81.60 per month for 3" meter
\$ 126.16 per month for 4" meter
\$ 249.95 per month for 6" meter
\$ 398.48 per month for 8" meter
\$ 571.77 per month for 10" meter
\$ 819.33 per month for 12" meter

(2) Irrigation

No reduced rates for irrigation; the rates in Section 1 shall apply.

B. Consumptive Charges – Aesthetic Water Quality

In addition to the minimum monthly meter charges shown above, the following rates shall be charged for metered water consumed:

(1) Single Family Residence and Duplex

For the first 800 cu. ft. or any portion thereof - \$ 1.55 per 100 cu. ft.
For the next 800 cu. ft. - \$ 1.81 per 100 cu. ft.
For all over 1,600 cu. ft. - \$ 2.36 per 100 cu. ft.

(2) Trailer Courts and Apartments (Triplex and above)

All water consumed - \$ 1.78 per 100 cu. ft.

(3) Commercial, Churches, Schools, Hospitals, and Motels/Hotels

For the first 800 cu. ft. or any portion thereof - \$ 1.89 per 100 cu. ft.
For the next 800 cu. ft. - \$ 2.86 per 100 cu. ft.
For all over 1,600 cu. ft. - \$ 3.77 per 100 cu. ft.

(4) Irrigation

No reduced rates for irrigation; the rates in Section 1 shall apply.

10.3 Aesthetic Water Quality Rates Outside the Corporate Limits.

The rates for water supplied shall be in accordance with the schedule in Section 10.2, plus an additional charge of sixty-five percent (65%) to cover public fire protection costs of the water system serving outside customers and other costs applicable thereto.

BE IT FURTHER RESOLVED that Resolution No. 2316, passed by the City Council on November 12, 2019, is hereby repealed in its entirety on the date this Resolution becomes effective.

BE IT FURTHER RESOLVED that this Resolution shall take effect on January 1, 2021.

PASSED by the City Council of the City of Longview, Washington, and approved by its Mayor at a special meeting of said City Council held on the 10th day of December 2020.

ATTEST:

M A Y O R

City Clerk



City of Longview

Agenda Summary

RESOLUTION NO. 2346 – SEWER RATES FOR 2021

RECOMMENDED ACTION:

MOTION ADOPTING RESOLUTION NO. 2346.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management.

Provide sustainable water quality & environmental infrastructure.

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

Proposed Resolution No. 2346 maintains sewer rates.

This resolution implements text changes for new and added sewer connections and reduces the Sewer Treatment System Development Charge.

STAFF CONTACT:

Ken Hash, Public Works Director

Attachments:

1. Res #2346 Sewer rates 2021 clean
2. Res #2346 Sewer rates 2021 track copy

RESOLUTION NO. 2346

A RESOLUTION RELATING TO AND SETTING RATES AND MINIMUM CHARGES FOR SANITARY SEWER SERVICE AND CONNECTIONS AND OTHER RELATED CHARGES FOR PROVIDING SANITARY SEWER SERVICE WITHIN THE CITY OF LONGVIEW, AND REPEALING RESOLUTION NO. 2307.

WHEREAS, pursuant to Chapter 15.12 of the Longview Municipal Code, the City Council of the City of Longview, Washington hereby enacts this Resolution to increase the rates and charges for providing sewer service to cover the projected operating and capital costs of the sewer utility.

BE IT RESOLVED by the City Council of said City that the rates for sanitary sewer service furnished by said City, both inside and outside the corporate limits thereof, shall be, and are hereby established, as follows:

Section 1. Customer Rates Inside Corporate Limits of the City.

The rates for sanitary sewer service for customers inside the corporate limits of the City shall be as follows; these base monthly rates shall be charged for each month a customer's account is open, regardless of consumption history or actual use during any specific month:

A. Monthly Base Customer Charges

(1) Residential

 \$ 33.80 per month for each single family residence and duplex (if single account)

 \$ 33.80 per month for each unit of a duplex (if two separate accounts)

(2) Trailer Courts and Apartments (Triplex and above)

 \$ 76.03 per month

(3) Commercial, Churches, Schools and Motels/Hotels

 \$ 57.97 per month

B. Consumptive Charges

In addition to the monthly charges shown above, the following rates shall be charged based on metered water consumed or as otherwise specified:

(1) Residential

- (a) Monthly consumptive charges for single family and duplex residential customers shall be \$ 5.61 per 100 cubic feet (CCF) multiplied times the customer's average metered water consumed per month during the previous winter season billing periods. For customers on a bi-monthly billing cycle, average consumption shall be calculated using the customer's water meter readings that generally represent the customer's consumption during the months of November through February, or during the months of December through March, depending on the customer's assigned billing cycle. Charges for customers on a monthly billing cycle shall be based on the monthly average of their water consumption during the November through February billing periods. Except as provided below, such charges shall remain constant for a 12-month period and shall be adjusted annually.
- (b) Single family and duplex residential customers who do not have a complete billing cycle water consumption history for the billing periods specified above shall be charged \$ 5.61 per CCF multiplied by the metered water consumed, up to a maximum of 12 CCF per month, until such time as a consumption history is established as specified in (a) above.
- (c) Single family and duplex residential customers with an average water consumption of 1 CCF or less per month during the billing periods specified above, shall be charged \$ 5.61 per CCF multiplied by the metered water consumed, up to a maximum of 12 CCF per month, until such time as a consumption history is established as specified in (a) above.
- (d) Single family and duplex residential customers who do not have a City water service account and for which the City is unable to obtain official billing history from a state of Washington Department of Health approved water system for the billing periods specified above, shall be charged \$ 33.66 per month, which amount represents \$ 5.61 CCF multiplied by the current average residential metered water consumption of 6 CCF per month.

- (e) For any billing period, if the customer's total metered water consumption is zero, the consumptive sewer charge will be \$0.
- (2) Commercial, Churches, Schools, Hotels/Motels, Trailer Courts, and Apartments (Triplex and above)
 - (a) The sewer consumptive charge shall be based on metered water consumed at the rate of \$ 5.61 per 100 cubic feet.
- (3) The following charges for extra strength sewage shall be in addition to any other charges and shall be as determined by taking samples at intervals approved by the Director of Public Works. The fee shall be imposed on an industry or commercial business when any sample of wastewater discharged from that business during that month exceeds 350 mg/l TSS (total suspended solids) and/or BOD (biochemical oxygen demand). However, if the Volatile Suspended Solids (VSS) portion of the TSS is 100 mg/l or lower, then the surcharge for TSS shall not apply. The high strength fee shall be the greater of:

- (a) For single or intermittent discharges, the sum of the following high strength waste fees calculated for each sample tested during the month that exceeds 350 mg/l TSS and/or BOD:

$$\text{TSS Fee} = \text{TSS (mg/l)} - 350 \text{ (mg/l)} \times \text{Flow (mgd)} \times 8.34 \times \$0.55$$

$$\text{BOD Fee} = \text{BOD (mg/l)} - 350 \text{ (mg/l)} \times \text{Flow (mgd)} \times 8.34 \times \$0.40$$

VSS: If the VSS portion of the TSS is 100 mg/l or lower, then surcharges for TSS shall not apply.

For the calculation above, "Flow (mgd)" means the volume of wastewater discharged during the sample collection period.

OR:

- (b) For discharges of longer duration, the high strength waste fee will be based upon the average TSS and/or BOD concentration for all samples tested during that month when either or both averages exceed 350 mg/l.

$$\text{TSS Fee} = \text{TSS (mg/l)} - 350 \text{ (mg/l)} \times \text{Flow (mgd)} \times 8.34 \times \$0.55$$

$$\text{BOD Fee} = \text{BOD (mg/l)} - 350 \text{ (mg/l)} \times \text{Flow (mgd)} \times 8.34 \times \$0.40$$

VSS: If the VSS portion of the TSS is 100 mg/l or lower, then surcharges for TSS shall not apply.

For the calculation above, “Flow (mgd)” means the total volume of wastewater discharged during the month.

- (4) Subject to City Council approval, the City Manager may recommend modifications to commercial and industrial user charges for businesses that use metered water in excess of 7,500 cubic feet per month. Any such modification shall be based on classification of user and shall reflect the businesses' sewage flow volume as well as the degree of sewage treatment required for that class of business.
- (5) To account for unique water consumption patterns and/or history not captured by the billing periods or calculation methods specified above, the City may calculate the customer's sewer service charges based on an adjusted consumption history to more accurately represent sewer use based on metered water consumption.

Customers may also request adjusted sewer service charges based on their unique water use patterns or history. Such customers shall submit written documentation and explanations demonstrating why the City's billing history should not be used to calculate the customer's sewer charges, and recommending a consumption volume that should be used to calculate the customer's sewer charges. The customer shall submit documentation as required by the City. The Finance Director, after consulting with the Public Works Director, shall determine the consumption history or pattern to be used to calculate the customer's sewer service charges.

Section 2. Sewer Service for Youth Athletic Leagues.

Sewer service provided to City parks that host Youth Athletic Leagues under a Longview Parks and Recreation Department Youth Sports Facility Use Agreement shall be charged at twenty-five percent (25%) of the rates set forth in this Resolution. Where a Youth Athletic League has secured its own facility, operates in coordination with the Longview Parks and Recreation Department, and is the account customer billed directly by the City, the league shall be billed at twenty-five percent (25%) of the account total determined by the rates set forth in this Resolution.

Section 3. Customer Rates Outside Corporate Limits of the City.

The sanitary sewer rates for customers outside the corporate limits of the City shall be as follows:

- A. All Accounts Except Schools – To the sewer rates set forth in Section 1, add 65% of such rate to compensate the City as provided in Chapter 15.12 of the Longview Municipal Code.
- B. Schools – The same school rate for inside corporate limits, Sections 1A(3) & 1B(2)(a).
- C. Charges for extra strength sewage shall be as provided in Section 1B(3).

Section 4. Partial Monthly Charges.

When sewer service has been provided to any one customer for less than a calendar month, the amount to be charged such customer for the sewer service furnished during said partial period shall be determined by dividing the applicable monthly base charge by thirty and multiplying the quotient times the number of days sewer service was provided, plus the total consumptive charges. For single family and duplex residential customers charged a flat monthly consumptive charge in accordance with Section 1.B.(1)(a), the consumptive charge shall also be determined by dividing the applicable flat monthly charge by thirty and multiplying the quotient times the number of days sewer service was provided.

Section 5. Charge for Connection to Sanitary Sewer.

As provided by Chapter 15.24 of the Longview Municipal Code, the charge for connection to the sanitary sewer system shall be as follows:

- A. Sewer Service Connection Charges
 - (1) All sewer installations shall meet or exceed the existing standards and specifications of the City. Prior to the installation, the owner/contractor shall request an inspection of materials by the City Engineer, or his/her representative. No sewer installations or taps into the City sewer mains shall occur without a utility permit issued under LMC 15.44.010. Any utility construction within a public right-of-way or easement shall comply with the authorizing agency's requirements and permitting regulations, and a permit shall be obtained from such agency prior to starting construction of the utility facilities. At locations where the City is required to obtain a permit from the authorizing agency, the owner/contractor shall reimburse the City the cost of such permit. In addition, no sewer installation or taps shall occur except upon forty-eight (48) or more hours advance notice to the City Engineer, or his/her assigned representative. All sewer

installations, including taps into a sewer main, shall be performed by a licensed plumbing contractor qualified to perform tapping connections, per the standards set forth by the City.

- (2) The City Engineer, or his/her representative, shall inspect all materials to ensure compliance with the current City standards and specifications. Once the materials, location, and permits are approved, the contractor shall be permitted to install the service. The work shall be inspected by the City Engineer, or his/her representative.
- (3) No sewer installation or taps into the City's sewer main shall be covered or obscured until inspected and approved by the City Engineer, or his/her representative. An inspection fee of one hundred fifty dollars (\$150) shall be charged for such inspections, and shall be paid at the time that a permit is granted under LMC 15.44.010. Where the developer of newly platted land has installed a complete sewer lateral or connection up to the property or sewer easement boundary, in accordance with City standards, including a cleanout, and the lateral or connection was approved as part of the development infrastructure, the inspection fee is waived.

B. Capital Recovery Fee

In addition to the foregoing charges, a Capital Recovery fee will be charged, for new and added sewer connections, according to the associated water connection size as follows:

<u>Connection Size</u>	<u>Capital Recovery Fee</u>
0.75"	\$2,314.00
1"	\$5,785.00
1.5"	\$11,570.00
2"	\$18,512.00
3"	\$37,024.00
4"	\$57,850.00
6"	\$115,700.00
8"	\$185,120.00
10"	\$266,110.00
12"	\$381,810.00

C. Sewer Treatment System Development Charge

- (1) In addition to all of the foregoing charges, a Sewer Treatment System Development Charge (SDC) of one thousand five hundred sixty dollars (\$1,560.00) for wastewater treatment will be charged for each Equivalent

Residential Unit (ERU) in accordance with the following conversion tables:

RESIDENTIAL:

<u>Dwelling</u>	<u>ERUs per dwelling unit</u>
Single family	1.00
Duplex, 3-plex, 4-plex	0.86
Apartment (5 or more)	0.67

COMMERCIAL:

<u>Water meter size (inches)</u>	<u>ERUs per meter</u>
3/4 x 5/8	1.00
1	2.50
1.5	5.00
2	8.00
3	16.00
4	25.00
6	50.00
8	80.00
10	115.00
12	165.00

INDUSTRIAL:

1 ERU per each two hundred fifty (250) gallons per day flow

(2) Very Low Strength Industrial:

In addition to all of the foregoing charges, a Sewer Treatment System Development Charge (SDC) of six hundred four dollars (\$604.00) for wastewater treatment will be charged for each new Equivalent Residential Unit (ERU) in accordance with the following:

Industrial development, expansion, or increased discharge having projected discharge concentrations of less than 35 mg/L each for BOD and TSS:

1 ERU per each three hundred (300) gallons per day flow

For qualifying industrial dischargers, this SDC fee is charged in lieu of the SDC for industrial dischargers identified in Section C(1) above.

(3) For System Development Charges required to be paid by the City to the Three Rivers Regional Wastewater Authority (TRRWA), payment of such System Development Charges by City customers shall be made to the City thirty (30) days or more prior to the time that such charges are required to be paid by the City to TRRWA. In the event that payment to the City is not paid promptly, the City may discontinue sewer service or take other measures to effect collection as provided in any contractual agreement between the City and its customer.

(4) Deferral of Payment of SDCs of \$30,000 or More:

Deferral of payment of SDCs of thirty thousand dollars (\$30,000.00) or more, together with any “SDC increase” charges, may be made in the manner, in the amounts, and in accordance with the schedule of payments set forth in Resolution Nos. 02-87 and OB 19-179 of TRRWA, including any amendments thereto.

Section 6. Three Rivers Regional Wastewater Authority Discharge Permits

The rates for issuance of a Three Rivers Regional Wastewater Authority (TRRWA) discharge permit shall be as follows:

<u>PERMIT CATEGORY</u>	<u>FEE</u>
Commercial User	\$225
Industrial User	\$225
Potential Significant Commercial User	\$340
Potential Significant Industrial User	\$340
Significant Commercial User	\$450
Significant Industrial User	\$450

Permits will be issued based on the provisions contained in LMC Chapter 15.26 and the Three Rivers Regional Wastewater Authority Discharge Pretreatment Policy.

BE IT FURTHER RESOLVED that Resolution No. 2317 passed by the City Council on November 12, 2019 is hereby repealed in its entirety on the date this Resolution becomes effective.

BE IT FURTHER RESOLVED that this Resolution shall take effect on January 1, 2021.

PASSED by the City Council of the City of Longview, Washington, and approved by its Mayor at a regular meeting of said Council held on the 25th day of November, 2020.

M A Y O R

ATTEST:

City Clerk

RESOLUTION NO. 2346

A RESOLUTION RELATING TO AND SETTING RATES AND MINIMUM CHARGES FOR SANITARY SEWER SERVICE AND CONNECTIONS AND OTHER RELATED CHARGES FOR PROVIDING SANITARY SEWER SERVICE WITHIN THE CITY OF LONGVIEW, AND REPEALING RESOLUTION NO. 2307.

WHEREAS, pursuant to Chapter 15.12 of the Longview Municipal Code, the City Council of the City of Longview, Washington hereby enacts this Resolution to increase the rates and charges for providing sewer service to cover the projected operating and capital costs of the sewer utility.

BE IT RESOLVED by the City Council of said City that the rates for sanitary sewer service furnished by said City, both inside and outside the corporate limits thereof, shall be, and are hereby established, as follows:

Section 1. Customer Rates Inside Corporate Limits of the City.

The rates for sanitary sewer service for customers inside the corporate limits of the City shall be as follows; these base monthly rates shall be charged for each month a customer's account is open, regardless of consumption history or actual use during any specific month:

A. Monthly Base Customer Charges

(1) Residential

 \$ 33.80 per month for each single family residence and duplex (if single account)

 \$ 33.80 per month for each unit of a duplex (if two separate accounts)

(2) Trailer Courts and Apartments (Triplex and above)

 \$ 76.03 per month

(3) Commercial, Churches, Schools and Motels/Hotels

 \$ 57.97 per month

B. Consumptive Charges

In addition to the monthly charges shown above, the following rates shall be charged based on metered water consumed or as otherwise specified:

(1) Residential

- (a) Monthly consumptive charges for single family and duplex residential customers shall be \$ 5.61 per 100 cubic feet (CCF) multiplied times the customer's average metered water consumed per month during the previous winter season billing periods. For customers on a bi-monthly billing cycle, average consumption shall be calculated using the customer's water meter readings that generally represent the customer's consumption during the months of November through February, or during the months of December through March, depending on the customer's assigned billing cycle. Charges for customers on a monthly billing cycle shall be based on the monthly average of their water consumption during the November through February billing periods. Except as provided below, such charges shall remain constant for a 12-month period and shall be adjusted annually.
- (b) Single family and duplex residential customers who do not have a complete billing cycle water consumption history for the billing periods specified above shall be charged \$ 5.61 per CCF multiplied by the metered water consumed, up to a maximum of 12 CCF per month, until such time as a consumption history is established as specified in (a) above.
- (c) Single family and duplex residential customers with an average water consumption of 1 CCF or less per month during the billing periods specified above, shall be charged \$ 5.61 per CCF multiplied by the metered water consumed, up to a maximum of 12 CCF per month, until such time as a consumption history is established as specified in (a) above.
- (d) Single family and duplex residential customers who do not have a City water service account and for which the City is unable to obtain official billing history from a state of Washington Department of Health approved water system for the billing periods specified above, shall be charged \$ 33.66 per month, which amount represents \$ 5.61 CCF multiplied by the current average residential metered water consumption of 6 CCF per month.

- (e) For any billing period, if the customer's total metered water consumption is zero, the consumptive sewer charge will be \$0.
- (2) Commercial, Churches, Schools, Hotels/Motels, Trailer Courts, and Apartments (Triplex and above)
 - (a) The sewer consumptive charge shall be based on metered water consumed at the rate of \$ 5.61 per 100 cubic feet.
- (3) The following charges for extra strength sewage shall be in addition to any other charges and shall be as determined by taking samples at intervals approved by the Director of Public Works. The fee shall be imposed on an industry or commercial business when any sample of wastewater discharged from that business during that month exceeds 350 mg/l TSS (total suspended solids) and/or BOD (biochemical oxygen demand). However, if the Volatile Suspended Solids (VSS) portion of the TSS is 100 mg/l or lower, then the surcharge for TSS shall not apply. The high strength fee shall be the greater of:

- (a) For single or intermittent discharges, the sum of the following high strength waste fees calculated for each sample tested during the month that exceeds 350 mg/l TSS and/or BOD:

$$\text{TSS Fee} = \text{TSS (mg/l)} - 350 \text{ (mg/l)} \times \text{Flow (mgd)} \times 8.34 \times \$0.55$$

$$\text{BOD Fee} = \text{BOD (mg/l)} - 350 \text{ (mg/l)} \times \text{Flow (mgd)} \times 8.34 \times \$0.40$$

VSS: If the VSS portion of the TSS is 100 mg/l or lower, then surcharges for TSS shall not apply.

For the calculation above, "Flow (mgd)" means the volume of wastewater discharged during the sample collection period.

OR:

- (b) For discharges of longer duration, the high strength waste fee will be based upon the average TSS and/or BOD concentration for all samples tested during that month when either or both averages exceed 350 mg/l.

$$\text{TSS Fee} = \text{TSS (mg/l)} - 350 \text{ (mg/l)} \times \text{Flow (mgd)} \times 8.34 \times \$0.55$$

$$\text{BOD Fee} = \text{BOD (mg/l)} - 350 \text{ (mg/l)} \times \text{Flow (mgd)} \times 8.34 \times \$0.40$$

VSS: If the VSS portion of the TSS is 100 mg/l or lower, then surcharges for TSS shall not apply.

For the calculation above, “Flow (mgd)” means the total volume of wastewater discharged during the month.

- (4) Subject to City Council approval, the City Manager may recommend modifications to commercial and industrial user charges for businesses that use metered water in excess of 7,500 cubic feet per month. Any such modification shall be based on classification of user and shall reflect the businesses' sewage flow volume as well as the degree of sewage treatment required for that class of business.
- (5) To account for unique water consumption patterns and/or history not captured by the billing periods or calculation methods specified above, the City may calculate the customer's sewer service charges based on an adjusted consumption history to more accurately represent sewer use based on metered water consumption.

Customers may also request adjusted sewer service charges based on their unique water use patterns or history. Such customers shall submit written documentation and explanations demonstrating why the City's billing history should not be used to calculate the customer's sewer charges, and recommending a consumption volume that should be used to calculate the customer's sewer charges. The customer shall submit documentation as required by the City. The Finance Director, after consulting with the Public Works Director, shall determine the consumption history or pattern to be used to calculate the customer's sewer service charges.

Section 2. Sewer Service for Youth Athletic Leagues.

Sewer service provided to City parks that host Youth Athletic Leagues under a Longview Parks and Recreation Department Youth Sports Facility Use Agreement shall be charged at twenty-five percent (25%) of the rates set forth in this Resolution. Where a Youth Athletic League has secured its own facility, operates in coordination with the Longview Parks and Recreation Department, and is the account customer billed directly by the City, the league shall be billed at twenty-five percent (25%) of the account total determined by the rates set forth in this Resolution.

Section 3. Customer Rates Outside Corporate Limits of the City.

The sanitary sewer rates for customers outside the corporate limits of the City shall be as follows:

- A. All Accounts Except Schools – To the sewer rates set forth in Section 1, add 65% of such rate to compensate the City as provided in Chapter 15.12 of the Longview Municipal Code.
- B. Schools – The same school rate for inside corporate limits, Sections 1A(3) & 1B(2)(a).
- C. Charges for extra strength sewage shall be as provided in Section 1B(3).

Section 4. Partial Monthly Charges.

When sewer service has been provided to any one customer for less than a calendar month, the amount to be charged such customer for the sewer service furnished during said partial period shall be determined by dividing the applicable monthly base charge by thirty and multiplying the quotient times the number of days sewer service was provided, plus the total consumptive charges. For single family and duplex residential customers charged a flat monthly consumptive charge in accordance with Section 1.B.(1)(a), the consumptive charge shall also be determined by dividing the applicable flat monthly charge by thirty and multiplying the quotient times the number of days sewer service was provided.

Section 5. Charge for Connection to Sanitary Sewer.

As provided by Chapter 15.24 of the Longview Municipal Code, the charge for connection to the sanitary sewer system shall be as follows:

- A. Sewer Service Connection Charges
 - (1) All sewer installations shall meet or exceed the existing standards and specifications of the City. Prior to the installation, the owner/contractor shall request an inspection of materials by the City Engineer, or his/her representative. No sewer installations or taps into the City sewer mains shall occur without a utility permit issued under LMC 15.44.010. Any utility construction within a public right-of-way or easement shall comply with the authorizing agency's requirements and permitting regulations, and a permit shall be obtained from such agency prior to starting construction of the utility facilities. At locations where the City is required to obtain a permit from the authorizing agency, the owner/contractor shall reimburse the City the cost of such permit. In addition, no sewer installation or taps shall occur except upon forty-eight (48) or more hours advance notice to the City Engineer, or his/her assigned representative. All sewer

installations, including taps into a sewer main, shall be performed by a licensed plumbing contractor qualified to perform tapping connections, per the standards set forth by the City.

- (2) The City Engineer, or his/her representative, shall inspect all materials to ensure compliance with the current City standards and specifications. Once the materials, location, and permits are approved, the contractor shall be permitted to install the service. The work shall be inspected by the City Engineer, or his/her representative.
- (3) No sewer installation or taps into the City's sewer main shall be covered or obscured until inspected and approved by the City Engineer, or his/her representative. An inspection fee of one hundred fifty dollars (\$150) shall be charged for such inspections, and shall be paid at the time that a permit is granted under LMC 15.44.010. Where the developer of newly platted land has installed a complete sewer lateral or connection up to the property or sewer easement boundary, in accordance with City standards, including a cleanout, and the lateral or connection was approved as part of the development infrastructure, the inspection fee is waived.

B. Capital Recovery Fee

In addition to the foregoing charges, a Capital Recovery fee will be charged, for new and added sewer connections, according to the associated water connection size as follows:

<u>Connection Size</u>	<u>Capital Recovery Fee</u>
0.75"	\$2,314.00
1"	\$5,785.00
1.5"	\$11,570.00
2"	\$18,512.00
3"	\$37,024.00
4"	\$57,850.00
6"	\$115,700.00
8"	\$185,120.00
10"	\$266,110.00
12"	\$381,810.00

C. Sewer Treatment System Development Charge

- (1) In addition to all of the foregoing charges, a Sewer Treatment System Development Charge (SDC) of one thousand ~~five hundred sixty-nine hundred fifty seven~~ dollars (\$1,~~957~~560.00) for wastewater treatment will

be charged for each Equivalent Residential Unit (ERU) in accordance with the following conversion tables:

RESIDENTIAL:

<u>Dwelling</u>	<u>ERUs per dwelling unit</u>
Single family	1.00
Duplex, 3-plex, 4-plex	0.86
Apartment (5 or more)	0.67

COMMERCIAL:

<u>Water meter size (inches)</u>	<u>ERUs per meter</u>
3/4 x 5/8	1.00
1	2.50
1.5	5.00
2	8.00
3	16.00
4	25.00
6	50.00
8	80.00
10	115.00
12	165.00

INDUSTRIAL:

| flow 1 ERU per each two hundred fifty ~~three hundred (300)~~ 250 gallons per day

(2) Very Low Strength Industrial:

In addition to all of the foregoing charges, a Sewer Treatment System Development Charge (SDC) of six hundred four dollars (\$604.00) for wastewater treatment will be charged for each new Equivalent Residential Unit (ERU) in accordance with the following:

Industrial development, expansion, or increased discharge having projected discharge concentrations of less than 35 mg/L each for BOD and TSS:

1 ERU per each three hundred (300) gallons per day flow

For qualifying industrial dischargers, this SDC fee is charged in lieu of the SDC for industrial dischargers identified in Section C(1) above.

- (3) For System Development Charges required to be paid by the City to the Three Rivers Regional Wastewater Authority (TRRWA), payment of such System Development Charges by City customers shall be made to the City thirty (30) days or more prior to the time that such charges are required to be paid by the City to TRRWA. In the event that payment to the City is not paid promptly, the City may discontinue sewer service or take other measures to effect collection as provided in any contractual agreement between the City and its customer.

- (4) Deferral of Payment of SDCs of \$30,000 or More:

Deferral of payment of SDCs of thirty thousand dollars (\$30,000.00) or more, together with any “SDC increase” charges, may be made in the manner, in the amounts, and in accordance with the schedule of payments set forth in Resolution Nos. 02-87 and OB 19-179 of TRRWA, including any amendments thereto.

Section 6. Three Rivers Regional Wastewater Authority Discharge Permits

The rates for issuance of a Three Rivers Regional Wastewater Authority (TRRWA) discharge permit shall be as follows:

<u>PERMIT CATEGORY</u>	<u>FEE</u>
Commercial User	\$225
Industrial User	\$225
Potential Significant Commercial User	\$340
Potential Significant Industrial User	\$340
Significant Commercial User	\$450
Significant Industrial User	\$450

Permits will be issued based on the provisions contained in LMC Chapter 15.26 and the Three Rivers Regional Wastewater Authority Discharge Pretreatment Policy.

BE IT FURTHER RESOLVED that Resolution No. 2317 passed by the City Council on November 12, 2019 is hereby repealed in its entirety on the date this Resolution becomes effective.

BE IT FURTHER RESOLVED that this Resolution shall take effect on January 1, 2021.

PASSED by the City Council of the City of Longview, Washington, and approved by its Mayor at a regular meeting of said Council held on the 25th day of November, 2020.

M A Y O R

ATTEST:

City Clerk



City of Longview

Agenda Summary

CREATING THE CITY OF LONGVIEW COVID-19 SMALL BUSINESS RELIEF PROGRAM

RECOMMENDED ACTION:

A MOTION, DIRECTING THE CITY MANAGER TO TAKE IMMEDIATE ACTIONS TO PREPARE APPROPRIATE ORDINANCES AND OR RESOLUTIONS FOR COUNCIL APPROVAL TO PROVIDE B&O TAX AND UTILITY TAX RELIEF AND EXEMPTIONS TO THOSE LONGVIEW LOCATED BUSINESS WHICH HAVE BEEN DETRIMENTALLY AFFECTED, OR EXPERIENCED LOST INCOME, OR EXPERIENCED CLOSURE OR HAVE OTHERWISE BEEN HARMED BY COVID-19 AND GOVERNOR INSLEE'S PROCLAMATIONS AND ASSOCIATED RESTRICTIONS ON BUSINESS ACTIVITIES.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Strengthen economic conditions.

SUMMARY STATEMENT:

On February 29th, 2020 the Governor of the State of Washington proclaimed that a State of Emergency exists in all counties in the State of Washington due to the outbreak of the coronavirus (COVID-19) and the Governor proclaimed additional orders; restricting commerce, and granting privileges and immunities to citizens, classes of citizens, and corporations which do not apply equally. Such proclamations and ensuing restrictions have caused irreparable harm to small businesses located within the City of Longview, and likely elsewhere. A number of Longview businesses are closed, have permanently closed and or are at risk of closure. Workforces have been reduced and jobs lost. Many of Longview businesses and residents are struggling to get by and stay safe. The City of Longview and its Citizens' have an interest in Public Health and Economic Vitality and Resiliency.

INTRODUCED BY: Mayor Pro Tem Wallin

SUPPORTED BY: Councilmember Moon

Attachments: None



City of Longview

Agenda Summary

APPROVAL OF CLAIMS

SECOND HALF NOVEMBER 2020 ACCOUNTS PAYABLE FIRST & SECOND HALF NOVEMBER 2020 PAYROLL

Based upon the authentication and certification of claims and demands against the city, prepared and signed by the City's auditing officer, and in full reliance thereon, it is moved and seconded as shown in the minutes of this meeting that the following vouchers/warrants are approved for payment:

SECOND HALF NOVEMBER 2020 ACCOUNTS PAYABLE: \$1,801,496.86

FIRST HALF NOVEMBER 2020 PAYROLL:

\$1,416.10, checks no. 763-766
\$764,334.05, direct deposits
\$531,208.63, wire transfers
\$1,296,958.78 Total

SECOND HALF NOVEMBER 2020 PAYROLL:

\$79,321.43, checks no. 767-783
\$739,022.24, direct deposits
\$982,642.53, wire transfers
\$1,800,986.20 Total

STAFF CONTACT:

Kaylee Cody, City Clerk
John Baldwin, Accountant
Chresta Larson, Human Resources Specialist

Attachments: None



City of Longview

Agenda Summary

WASHINGTON WAY BRIDGE INTERFUND LOAN UPDATE

RECOMMENDED ACTION: NO ACTION REQUIRED

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

Resolution No. 2166 established an interfund loan in the amount of \$1,435,000.00 from the General Fund to the Arterial Street Fund for the purpose of providing for the City's share of costs for the Washington Way Bridge. The Resolution calls for City staff to present to Council the status of the loan on an annual basis.

The effective date of the original loan was January 1, 2016. Principal repayments from the Arterial Street Fund to the General Fund are as follows.

- September 2016 \$300,000.00
- December 2017 \$300,000.00
- December 2018 \$100,000.00
- December 2019 \$100,000.00

In December 2020, the Arterial Street Fund will repay additional principal in the amount of \$100,000.00. Following the principal repayment of \$100,000.00 in December, the remaining principal obligation on this interfund loan will total \$535,000.00. The estimated interest payment for the period January 1, 2020 through December 31, 2020 totals \$4,074.96. The average interest rate on the outstanding principal balance for 2020 was 0.64173%.

Had the City sought conventional bond financing for its share of the Washington Way Bridge in 2016, life-to-date bond interest costs at 3 percent would have totaled \$141,000.00. Having borrowed the funds internally from ourselves, life-to-date interest charges total \$54,202.00, resulting in interest savings of \$86,798.00.

STAFF CONTACT:

Kurt Sacha, City Manager

Attachments:

1. Interfund Interest- General Fund - Arterial Street Fund (2020)

Interfund loan interest
ASF loan from General Fund

		Amount financed	\$1,435,000.00	
Accrual Period	Principal Repaid *	Month-End Principal Balance	Pool Rate	Interest
Jan-16	300,000.00	1,435,000.00	0.3870%	462.79
Feb-16		1,435,000.00	0.4202%	502.49
Mar-16		1,435,000.00	0.4488%	536.69
Apr-16		1,435,000.00	0.4288%	512.77
May-16		1,435,000.00	0.4244%	507.51
Jun-16		1,435,000.00	0.4931%	589.67
Jul-16		1,435,000.00	0.4895%	585.36
Aug-16		1,435,000.00	0.4854%	580.46
Sep-16		1,135,000.00	0.5168%	618.01
Oct-16		1,135,000.00	0.4739%	448.23
Nov-16		1,135,000.00	0.4672%	441.89
Dec-16		1,135,000.00	0.5070%	479.54
Total interest due				1,369.66
Jan-17	300,000.00	1,135,000.00	0.6299%	595.78
Feb-17		1,135,000.00	0.6303%	596.16
Mar-17		1,135,000.00	0.7003%	662.37
Apr-17		1,135,000.00	0.8283%	783.43
May-17		1,135,000.00	0.8978%	849.17
Jun-17		1,135,000.00	0.9778%	924.84
Jul-17		1,135,000.00	1.0734%	1,015.26
Aug-17		1,135,000.00	1.1102%	1,050.06
Sep-17		1,135,000.00	1.1286%	1,067.47
Oct-17		1,135,000.00	1.1385%	1,076.83
Nov-17		1,135,000.00	1.1484%	1,086.20
Dec-17		835,000.00	1.1583%	1,095.56
Total interest due				10,803.12
Total interest due				12,172.78

Accrual Period	Principal Repaid *	Month-End Principal Balance	Pool Rate	Interest
Interfund loan interest				
ASF loan from General Fund				
Jan-18		835,000.00	1.4288%	994.21
Feb-18		835,000.00	1.4730%	1,024.96
Mar-18		835,000.00	1.5746%	1,095.66
Apr-18		835,000.00	1.7149%	1,193.28
May-18		835,000.00	1.7951%	1,249.09
Jun-18		835,000.00	1.8866%	1,312.76
Jul-18		835,000.00	1.9859%	1,381.86
Aug-18		835,000.00	2.0146%	1,401.83
Sep-18		835,000.00	2.0622%	1,434.95
Oct-18		835,000.00	2.2317%	1,552.89
Nov-18		835,000.00	2.4012%	1,670.84
Dec-18	100,000.00	735,000.00	2.5707%	1,788.78
Total interest due				16,101.10
Jan-19		735,000.00	2.4924%	1,526.60
Feb-19		735,000.00	2.5128%	1,539.09
Mar-19		735,000.00	2.5230%	1,545.34
Apr-19		735,000.00	2.5405%	1,556.06
May-19		735,000.00	2.4956%	1,528.56
Jun-19		735,000.00	2.5054%	1,534.56
Jul-19		735,000.00	2.4775%	1,517.47
Aug-19		735,000.00	2.2877%	1,401.22
Sep-19		735,000.00	2.1942%	1,343.95
Oct-19		735,000.00	2.0553%	1,258.87
Nov-19		735,000.00	1.8279%	1,119.59
Dec-19	100,000.00	635,000.00	1.7737%	1,086.39
Total interest due December 31, 2019				16,957.68
Average interest rate				Interest proof
2.30717%				0.00

* Principal repaid at month end.

Accrual Period	Principal Repaid *	Month-End Principal Balance	Pool Rate	Interest
Interfund loan interest				
ASF loan from General Fund				
For the Year Ended December 31, 2020				
Jan-20		635,000.00	1.7237%	912.12
Feb-20		635,000.00	1.6788%	888.37
Mar-20		635,000.00	1.2926%	684.00
Apr-20		635,000.00	0.8132%	430.32
May-20		635,000.00	0.4966%	262.78
Jun-20		635,000.00	0.3698%	195.69
Jul-20		635,000.00	0.3106%	164.36
Aug-20		635,000.00	0.2561%	135.52
Sep-20		635,000.00	0.2060%	109.01
Oct-20		635,000.00	0.1864%	98.64
Nov-20		635,000.00	0.1844%	97.60
Dec-20	100,000.00	535,000.00	0.1825%	96.56
Total interest due December 31,2020				4,074.96
Average interest rate			Interest proof	
0.64173%			0.00	

* Principal repaid at month end.

** November & December interest estimated at 2020 trend rate

Interfund loan interest
From Firepen to LID Const.

Accrual Period	Principal Repaid *	Month-End Principal Balance	Pool Rate	Interest
Jan-19		0.00	2.4924%	0.00
Feb-19		0.00	2.5128%	0.00
Mar-19		632.14	2.5230%	1.33
Apr-19		3,386.39	2.5405%	7.17
May-19		14,978.81	2.4956%	31.15
Jun-19		30,342.70	2.5054%	63.35
Jul-19		46,305.67	2.4775%	95.60
Aug-19		65,943.16	2.2877%	125.72
Sep-19		89,951.73	2.1942%	164.48
Oct-19		132,871.93	2.0553%	227.58
Nov-19		164,219.72	1.8279%	250.15
Dec-19	0.00	196,000.00	1.7737%	289.70
Total interest due December 31,2019				1,256.22
Average interest rate				2.30717%

* Principal repaid at month end.

Interfund loan interest
General Fund to Mint Valley Golf Course

Accrual Period	Principal Repaid *	Month-End Principal Balance	Pool Rate	Interest
Jan-19		33,482.13	2.4924%	69.54
Feb-19		90,963.41	2.5128%	190.48
Mar-19		98,075.43	2.5230%	206.20
Apr-19		112,087.32	2.5405%	237.30
May-19		144,258.68	2.4956%	300.01
Jun-19		162,698.73	2.5054%	339.69
Jul-19		147,194.15	2.4775%	303.89
Aug-19		119,516.69	2.2877%	227.85
Sep-19		143,250.64	2.1942%	261.93
Oct-19		185,084.82	2.0553%	317.00
Nov-19		233,473.06	1.8279%	355.64
Dec-19	0.00	211,500.00	1.7737%	312.61

Total interest due December 13, 2019 3,122.15

Average interest rate
2.30717%

* Principal repaid at month end.



City of Longview

Agenda Summary

BID REVIEW – 2021 CHEMICAL PURCHASES

RECOMMENDED ACTION:

MOTION TO REJECT THE SODIUM HYPOCHLORITE BID FROM JCI JONES AND AWARD CHEMICAL PURCHASE BIDS TO THE BIDDERS IDENTIFIED IN THE AGENDA SUMMARY.

COUNCIL INITIATIVE ADDRESSED:

Continue effective financial management

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

Each year, the cities of Longview and Kelso combine their quantities of water treatment chemical purchases to obtain more favorable prices. Bids were received from six (6) chemical suppliers. Staff's award recommendations for the chemicals Longview uses are as follows:

Bid Item #2 Fluorosilicic Acid – **Cascade Columbia** - \$3.20 / gallon

Bid Item #3 Sodium Hydroxide – **Northstar Chemical** - \$0.60 / gallon

Bid Item #4 Sodium Hypochlorite – **HASA, Inc** - \$0.89 / gallon

(Note: Bid Item 1 shown on the bid tabulation sheet is used by the City of Kelso only.)

Of three bids received for sodium hypochlorite, none included required quality documentation. Each respondent was then invited to submit the required paperwork; the second and third bidders did so promptly. As of November 30, JCI Jones had not provided the required paperwork. They are therefore considered non-responsive.

The bids submitted by all other bidders are regular and responsive. The total estimated chemical cost for Longview in 2021 is \$109,370, approximately \$7,620 less than the projected 2020 chemical costs.

FINANCIAL SUMMARY:

Funds for purchasing these chemicals are budgeted in the Filter Plant Operations Fund for 2021.

STAFF CONTACT:

John Axford, Engineer

Attachments:

1. 2021 Chemical Purchase Bid Tab



Monday, November 30, 2020

2021 Chemical Bid Tabulation Sheet for the City of Longview and City of Kelso

BIDDER	BID ITEM 1	BID ITEM 2	BID ITEM 3	BID ITEM 4
(Shaded Area = Recommended Award)	<u>Sodium Fluoride</u>	<u>Flourosilicic Acid</u>	<u>Sodium Hydroxide</u>	<u>Sodium Hypochlorite</u>
Pennco	No Bid	No bid	No bid	No bid
Cascade Columbia Distribution	\$0.92 / lb	\$3.20 / gal	\$1.60 / gal	\$1.23 / gal
Muni Team / Univar USA	\$1.00 / lb	No bid	\$0.6357 / gal	No bid
JCI Jones Chemicals, Inc	No Bid	No bid	\$0.77 / gal	\$0.76 / gal*
HASA, Inc	No Bid	No bid	No bid	\$0.89 / gal
Northstar Chemical	No Bid	No bid	\$0.60 / gal	No bid

*Apparent low bidder non-respondent due to missing quality-assurance documentation

City of Longview Chemical Purchase Comparison, 2019 vs. 2020										
Item	Bid Units	Longview Bid Quantities			Bid Award Unit Prices			Estimated Cost		
		2020	2021	Quantity Change	2020	2021	Unit Price Change	2020	2021	Cost Change
<u>Flourosilicic Acid</u>	Gallons	4,500	4,500	0	\$3.500	\$3.20	(\$0.30)	\$15,750	\$14,400	-\$1,350
<u>Sodium Hydroxide</u>	Gallons	50,000	50,000	0	\$0.7400	\$0.60	(\$0.14)	\$37,000	\$30,000	-\$7,000
<u>Sodium Hypochlorite</u>	Gallons	73,000	73,000	0	\$0.880	\$0.89	\$0.01	\$64,240	\$64,970	\$730
Estimated Total Change:									-\$7,620	



City of Longview

Agenda Summary

RESOLUTION NO. 2347 INTERLOCAL AGREEMENT WITH COWLITZ TRANSIT AUTHORITY FOR PUBLIC TRANSPORTATION SERVICES-RIVERCITIES TRANSIT

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2347

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Improve transportation systems

Continue effective financial management

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

After formation of the Cowlitz Public Transportation Benefit Area (PTBA) in 1987, the Cowlitz Transit Authority (CTA), as the governing board for the PTBA, executed an interlocal agreement with the City of Longview to provide public transportation services on behalf of the PTBA.

Longview is currently providing public transportation services under the name RiverCities Transit. The existing interlocal agreement was entered into on December 20, 2012, was reviewed in 2016. The proposed Interlocal extends the Interlocal to the end of 2024.

STAFF CONTACT:

Amy Asher, Transit Manager

Attachments:

1. Resolution 2347 for Interlocal Adoption 2020
2. Interlocal Agreement for Public Transportation Services 2021-2024

Resolution No.2347

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE COWLITZ TRANSIT AUTHORITY TO PROVIDE REGIONAL PUBLIC TRANSPORTATION SERVICE

WHEREAS, in 1987, the Cowlitz Public Transportation Benefit Area (PTBA) was formed encompassing the cities of Longview and Kelso, and voters approved a sales tax to provide funding for the PTBA; and

WHEREAS, the Cowlitz Transit Authority is the governing board for the PTBA; and

WHEREAS, since 1987, the Cowlitz Transit Authority has contracted with the City of Longview to provide regional public transportation service on behalf of the PTBA, such service currently doing business as RiverCities Transit; and

WHEREAS, the current interlocal agreement to provide public transportation service was entered into on December 20, 2012 and effective January 1, 2013, was renewed in 2016, and expires on December 31, 2020; and

WHEREAS, both the City of Longview and Cowlitz Transit Authority desire to continue contracting to provide regional public transportation service.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Longview as follows:

Section 1. The City Manager is authorized to execute the agreement with Cowlitz Transit Authority for regional public transportation service, which is attached as Exhibit A, and forming a part of this Resolution.

PASSED by the City Council of Longview, Washington, and approved by its Mayor this ____ day of _____, 2020.

Mayor

ATTEST:

City Clerk

INTERLOCAL AGREEMENT
FOR PUBLIC TRANSPORTATION SERVICES

THIS AGREEMENT is entered into by and between the CITY OF LONGVIEW, a municipal corporation, and the COWLITZ PUBLIC TRANSPORTATION BENEFIT AREA, a public transportation benefit area created pursuant to RCW Chapter 36.57A.

W I T N E S S E T H :

WHEREAS, the City of Longview, Washington, is a municipal corporation, and is authorized by RCW 39.34 to enter into an interlocal agreement to provide public transportation services; and

WHEREAS, the Cowlitz Public Transportation Benefit Area (PTBA) is a public transportation benefit area in Cowlitz County, Washington, organized and existing pursuant to RCW 36.57A, and is authorized by RCW 36.57A.080 to enter into an agreement with the City of Longview to provide public transportation services within the area of the PTBA; and

WHEREAS, the Cowlitz Public Transportation Benefit Area is governed by the Cowlitz Transit Authority board, which name may be used interchangeably with the PTBA and have the same meaning in this agreement; and

WHEREAS, the City of Longview maintains and operates a system of public transportation including vehicles, vehicle parts and equipment, storage facilities, repair and maintenance facilities, and employs personnel trained and skilled in the operation and management of public transportation vehicles and systems; and

WHEREAS, it is the desire of the City of Longview and the Cowlitz Transit Authority to enter into an interlocal agreement whereby the City of Longview will operate, maintain, and in all related ways, provide a public transportation system within the area of the PTBA for and on behalf of the Cowlitz Transit Authority, all at the cost and expense of the Cowlitz Transit Authority; and

WHEREAS, it is agreed by the City of Longview and the Cowlitz Transit Authority, that the Treasurer of Cowlitz County, Washington, will act as treasurer of the Cowlitz Public Transportation Benefit Area in accordance with the provisions of RCW 36.57A.130.

NOW, THEREFORE, it is hereby agreed, by and between the City of Longview and the Cowlitz Transit Authority as follows:

1. The City of Longview shall provide public transportation services within the area of the PTBA and as otherwise directed by the Cowlitz Transit Authority, in accordance with the Transit Development Plan of the Cowlitz Transit Authority including, but without limitation, the providing of vehicles, vehicle maintenance, vehicle operation, public liability and property damage insurance, supervision, and all labor and services in connection therewith, all in accordance with said Transit Development Plan and in accordance with public transportation schedules as determined by the Cowlitz Transit Authority, all in compliance with Federal Transit Administration (FTA) and state of Washington regulations. Nothing in this Agreement shall preclude the City of Longview from subcontracting with other parties to provide some or all of the required public transportation services.

2. The Cowlitz Transit Authority shall pay to the City of Longview all costs and expenses incurred by it, in consideration for all of the services to be provided by the City of

Longview pursuant to this agreement, including all costs and expenses of the City of Longview incurred in providing public transportation services to the Cowlitz Transit Authority as required by this agreement including, but not limited to, all labor costs and benefits incurred by the City of Longview, all costs of vehicle operation, vehicle maintenance, supervision and overhead, public liability and property damage insurance, reserves for repair and replacement of vehicles, and all costs and expenses incidental thereto, all as set forth in the budget of the City; and the provisions of said budget with respect to services to be performed hereunder by the City of Longview for the Cowlitz Transit Authority shall be submitted to the Cowlitz Transit Authority for its approval prior to being approved by the City Council of the City of Longview as part of the budget of said City.

3. The Cowlitz Transit Authority shall pay to the City, not less often than quarterly, in advance, for the services to be rendered pursuant to this agreement.

4. It is agreed that the Treasurer of Cowlitz County, Washington, shall be the treasurer of the Cowlitz Transit Authority, pursuant to RCW 36.57A.130, and said treasurer shall possess all of the powers, responsibilities and duties necessary and incidental thereto relating to the crediting and maintaining of funds, issuing of warrants, checks and drafts, and maintaining a record of receipts and disbursements. The treasurer shall establish a “transportation fund” into which all Cowlitz Transit Authority funds shall be deposited, under the same restrictions, contracts, and security as provided for county depositaries, and said treasurer shall maintain such additional special accounts as may be created by the Cowlitz Transit Authority, into which shall be placed all money as the Cowlitz Transit Authority may, by resolution, direct.

All disbursements from the “transportation fund” of the Cowlitz Transit Authority, as maintained by the Treasurer of Cowlitz County, Washington, shall be made upon properly presented monthly vouchers, which shall be approved for payment by the Cowlitz Transit Authority prior to their payment.

5. The Cowlitz Transit Authority shall be the owner of real and personal property (assets) acquired by the City of Longview for public transportation purposes provided the Cowlitz Transit Authority has reimbursed the City for the acquisition costs for such property, except as follows:

- a. All assets purchased by the City of Longview using federal funds as the FTA’s designated grant recipient, shall be owned by the City of Longview.
- b. All assets purchased by the City of Longview using state of Washington or other funding sources, shall be owned by the City of Longview unless otherwise required as a condition of the funding source.
- c. In the event of termination of this agreement by either party, all City of Longview assets acquired for public transportation purposes using federal, state, or Cowlitz Transit Authority funding, excluding such assets constructed on City of Longview City Shop property, will be transferred to the Cowlitz Transit Authority or their contracted provider of public transportation services, provided the Cowlitz Transit Authority or their contracted service provider are or become a designated grant recipient or sub-recipient meeting the requirements of the FTA and other funding sources. In the event the Cowlitz Transit Authority or their contracted service provider does not become designated grant recipients or sub-recipients, the City of Longview, as the designated grant recipient at the time of acquisition of the assets, is obligated to continue providing public transportation services and shall retain its ownership of public transportation assets. After termination of this agreement, should the City of Longview discontinue providing public transportation services and the Cowlitz Transit Authority has not secured

designated grant recipient or sub-recipient status for itself or its contractor, the Cowlitz Transit Authority shall reimburse the City of Longview all costs required by the FTA or other funding sources to be reimbursed.

- d. In the event of termination of this agreement by either party, assets constructed on City of Longview City Shop property (including but not limited to 254 Oregon Way, 304 Oregon Way, 1426 Alabama Street, and 1451 Alabama Street) shall remain or be transferred to City of Longview ownership, and the Cowlitz Transit Authority shall reimburse the City of Longview all costs required by the FTA or other funding sources to be reimbursed, in the event such assets are no longer used to provide public transportation services.
- e. In the event of dissolution of the PTBA, all City of Longview assets acquired for public transportation purposes using federal, state, or Cowlitz Transit Authority funding, shall remain the property of the City of Longview, and all remaining assets and funds of the PTBA shall be transferred to the City of Longview for the purposes of providing public transportation services or paying liabilities incurred as the grant recipient.

The provisions of this section shall survive termination of this agreement.

6. The City of Longview, in its operation of the aforesaid public transportation system, shall collect such fares as shall be determined by the Cowlitz Transit Authority, and the amount so collected by the City of Longview shall be retained by the City of Longview and an accounting thereof shall be available to the Cowlitz Transit Authority and to the Treasurer of Cowlitz County, Washington, at all times. The amount of such fares shall be offset against any amounts payable to the City of Longview by the Cowlitz Transit Authority pursuant to this agreement.

7. The services of the City of Longview pursuant to this agreement shall commence January 1, 2021 and shall continue until midnight, December 31, 2024, unless

sooner terminated as herein provided, or unless extended beyond December 31, 2024, by the mutual agreement of the parties hereto. In the event of the termination of this agreement at any time, and for any reason, the property of the City of Longview and the property of the Cowlitz Transit Authority shall be determined and set forth as provided in Section 5, above.

8. This agreement may be terminated, without cause, by either of the parties hereto upon the giving of not less than one year advance notice to the other, in writing. The Parties shall be reimbursed for the costs of services provided through the date of termination of this Agreement.

9. If for any cause, any party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if a Party violates the terms and conditions of this Agreement, then the aggrieved Party will give the other party written notice of such failure or violation. The responsible Party will be given the opportunity to correct the failure or violation. If the failure or violation is not corrected within thirty (30) working days of the notice, then the Party giving the notice may terminate the Agreement as provided for in Section 8, above, and may take other actions it deems appropriate and prudent to ensure the other Party fulfills its obligations.

10. The routes to be traveled by the public transportation services pursuant to this agreement, the fares to be charged, and the times of operation, shall be as determined by the Cowlitz Transit Authority. In the event that work, services, parts, materials or supplies, or any other costs necessary or incidental thereto and agreed to or directed by the Cowlitz Transit Authority, should exceed the amount budgeted by the City of Longview, such excess shall be promptly paid by the Cowlitz Transit Authority to the City of Longview upon the presentation of a voucher, approved by the Cowlitz Transit Authority.

11. This Interlocal Agreement is executed by the parties hereto pursuant to the powers granted to them in RCW Chapters 39.34 and 36.57A, and a copy hereof shall be filed with the Cowlitz County Auditor.

12. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision. Any waiver of any term or condition of this Agreement must be in writing signed by a person with authority to make such waiver.

13. Neither Party shall transfer or assign, in whole or in part, any or all of its rights or obligations under this Agreement without the prior written consent of the other.

14. It is mutually agreed by the Parties that this Agreement shall be governed by the laws of the State of Washington. Venue for any lawsuit shall be Cowlitz County.

15. This Agreement constitutes the entire, final, complete and exclusive statement of the terms of the Agreement between the Parties on the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties.

16. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of the Agreement.

IN WITNESS WHEREOF, this agreement has been executed on the date and day indicated below with reference to each of the parties hereto.

DATED this _____ day of _____, 2020.

City of Longview

ATTEST:

City Clerk

by: _____
Kurt Sacha, City Manager

Approved as to Form:

James McNamara, City Attorney

Cowlitz Transit Authority

ATTEST:

CTA Board Clerk

by: _____
Dennis Weber, Chair

Approved as to Form:

Frank Randolph, Legal Counsel
Cowlitz Transit Authority