



**LYNNWOOD**  
WASHINGTON

**RESOLUTION 2015-07**

**A RESOLUTION OF THE CITY OF LYNNWOOD, WASHINGTON,  
APPROVING THE CITYCENTER APARTMENTS DEVELOPMENT  
AGREEMENT.**

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WHEREAS, Chapter 36.70B RCW authorizes local governments to enter into voluntary development agreements with a person having ownership or control of real property, in order to specify development standards or regulations for the property, and to specify mitigation measures to be provided with development; and

WHEREAS, the City has an interest in implementing the City Center Sub-Area Plan including encouraging new construction or rehabilitation of multifamily housing in Residential Target Areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use; and

WHEREAS, on May 29, 2007, the City Council adopted Ordinance 2681 under the authority granted to it under Chapter 84.14 RCW designating the City Center Sub-Area as a Designated Residential Target Area and establishing the Multiple-Unit Housing Property Tax Exemption; and

WHEREAS, Ordinance 2681 enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Snohomish County Assessor that the owner is eligible to receive a limited property tax exemption; and

WHEREAS, on September 13, 2010, the City Council adopted Ordinance 2850 implementing a Transportation Impact Fee that includes an exemption for the first three Development Activities in the City Center Sub-Area subject to specified criteria, including the completion of a Development Agreement between the City and the applicant (Developer) for the Development Activity; and

WHEREAS, the City Council has identified the City Center as serving a broad public purpose and the Transportation Impact Fee exemption is offered to qualifying projects under LMC 3.105.080 to provide an incentive for projects furthering City Center Sub-Area Plan policies and objectives; and

WHEREAS, Edmonds School District No. 15 (District) owns the real property consisting of approximately 93,651 square feet (Site), located in the City, at the SW corner of 196<sup>th</sup> Street SW and 37<sup>th</sup> Ave. W, Lynnwood, Snohomish County, Washington as more fully described in the Development Agreement, attached as "Exhibit A" to this Resolution (the "Development Agreement"); and

WHEREAS, the District is under contract to sell the Site to Caddle Development, Inc., a Nevada corporation which will assign its interests in the Site at closing to the CityCenter Apartments, LLLP, a Washington Limited Liability Limited Partnership (Developer); and

WHEREAS, on January 16, 2015 the Developer submitted an application for the Multiple-Unit Housing Property Tax Exemption, on February 13, 2015 the Developer submitted an application for Building Permit and on March 2, 2015, the City approved the Project Design Review application for the development project more fully described in the Development Agreement (the "Project"); and

WHEREAS, in order to satisfy requirements under LMC 3.105.080.A.1.e. and LMC 3.82.080.A qualifying the Project for the limited exemption from Transportation Impact Fees and the Multiple-Unit Housing Property Tax Exemption, the City and Developer desire to enter into a Development Agreement for the Project; and

WHEREAS, on April 13, 2015, the City Council held a duly noticed public hearing on the Development Agreement; and

WHEREAS, after consideration of the testimony and other evidence presented at the public hearing, the City Council finds that (1) the Development Agreement is consistent with the City's Comprehensive Plan, the City's development regulations, and the purpose of Chapter 1.37 of the City code, and (2) the approval of the Development Agreement will further the public health, safety and general welfare, and will be in the best interests of the City;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNNWOOD HEREBY RESOLVES AS FOLLOWS:**

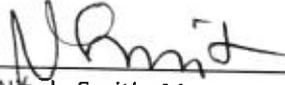
**Section 1.** The CityCenter Apartments Development Agreement dated April \_\_\_\_, 2015, attached hereto as **Exhibit A**, is hereby approved.

**Section 2.** The Mayor or her designee is authorized to execute and administer the provisions of the Development Agreement.

**Section 3.** If any section, sentence, clause or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution.

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, this 13th day of April, 2015.

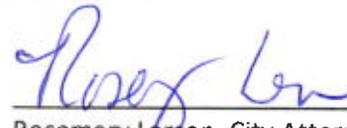
APPROVED:

  
\_\_\_\_\_  
Nicola Smith, Mayor

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Art Ceniza, Interim Finance Director  
And City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Rosemary Larson, City Attorney

PASSED BY COUNCIL: 04/13/2015  
RESOLUTION NO.: 2015-07

Exhibit A  
CityCenter Apartments Development Agreement

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**DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF LYNNWOOD  
AND CITYCENTER APARTMENTS, LLLP, FOR THE  
CITYCENTER APARTMENTS DEVELOPMENT**

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THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_, 2015, by and between the City of Lynnwood, a Washington municipal corporation, hereinafter the “City,” and CityCenter Apartments Lynnwood Partners LLLP, a Washington limited liability limited partnership, hereinafter the “Developer.”

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**RECITALS**

A. On March 14, 2005, the City Council adopted the City Center Sub-Area Plan (Ordinance 2553) and the City Center zoning and design guidelines (Ordinance 2554), and on July 10, 2006, the Council adopted Ordinance 2625 amending the Official Zoning Map.

B. The City has an interest in encouraging new construction or rehabilitation of multifamily housing in Residential Target Areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use.

C. On May 29, 2007, the City Council adopted Ordinance 2681 under the authority granted to it under Chapter 84.14 RCW designating the City Center Sub-Area as a Designated Residential Target Area and establishing the Multiple-Unit Housing Property Tax Exemption.

D. Ordinance 2681 enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Snohomish County Assessor that the owner is eligible to receive a limited property tax exemption.

E. On September 13, 2010, the City Council adopted Ordinance 2850 implementing a Transportation Impact Fee that includes an exemption for the first three Development Activities in the City Center Sub-Area subject to specified criteria, including the completion of a Development Agreement between the City and the applicant (Developer) for the Development Activity.

F. The City Council has identified the City Center as serving a broad public purpose. The Transportation Impact Fee exemption is offered to qualifying projects under LMC 3.105.080 to provide an incentive for projects furthering City Center Sub-Area Plan policies and objectives.

G. On January 16, 2015, the Developer submitted an application for the Multiple-Unit Housing Property Tax Exemption to the City for the development known as CityCenter Apartments (“Project”); to be located at 3720 196<sup>th</sup> Street SW in Lynnwood, Washington and consisting of existing Tax Parcel Numbers 00372600700900, 00372600700400, 00372600700201, and 00372600700100, (parcels consolidated under City of Lynnwood BLA Reference # 201409110347 (“Property”).

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48 H. On February 13, 2015 the Developer submitted an application for Building Permit.

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50 I. On March 2, 2015, the City approved the Project Design Review (PDR) application  
51 for the Project.

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53 J. In order to satisfy requirements under LMC 3.105.080.A.1.e. and LMC 3.82.080.A  
54 qualifying the Project for the limited exemption from Transportation Impact Fees and the  
55 Multiple-Unit Housing Property Tax Exemption, the City and Developer desire to enter into this  
56 Development Agreement (“Agreement”) for the Project.

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59 **SECTION 1. GENERAL PROJECT DESCRIPTION**

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61 **1.1 Project.** The PDR application received by the City on January 16, 2015 describes  
62 the Project as the development and use of the Property with 347 new multi-family residential  
63 units with 189,484 square feet of residential unit area, 56,274 square feet of storage and common  
64 area, 80,911 square feet of garage area containing more than 60% of the off-site parking spaces  
65 required contained within structured parking. The Project site has been vacant for over 12  
66 months and does not displace any existing residential tenants. The Project includes City Center  
67 gateway features including a public plaza consistent with the City Center Streetscape Plan  
68 featuring public art guided by the Lynnwood Arts Commission, and building design and  
69 articulation consistent with the City Center Design Guidelines for Gateway locations.

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71 **1.2 Site.** The Property on which the Project will be located consists of approximately  
72 93,651 square feet and is legally described in **Exhibit A**, attached hereto and incorporated herein  
73 by this reference. The Property is located within the City Center-Core zone, within the  
74 Residential Targeted Area designated by City Council. There are no structures listed on the City  
75 of Lynnwood’s historic register located on the Property.

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77 **1.3 Parties to Development Agreement.** The parties to this Agreement are:

78  
79 a) The “City” is the City of Lynnwood, 19100 44<sup>th</sup> Avenue West, Lynnwood Washington  
80 98046.

81 b) The “Developer” is CityCenter Apartments, LLLP, a private enterprise which owns or  
82 is under contract to purchase the Property in fee, and whose principal office is located at 105  
83 Crescent Bay Drive Suite D, Laguna Beach, CA 92651.

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85 **1.4 Project is a Private Undertaking.** It is agreed among the parties that the Project  
86 is a private development and that the City has no interest therein except as authorized in the  
87 exercise of its governmental functions.

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89 **1.5 Consistency with Development Regulations.** This Agreement is consistent with  
90 the applicable development regulations as required by RCW 36.70B.170(1).

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93 **SECTION 2. AGREEMENT**

95 To carry out the language and intent of LMC 3.105.080.A.1.e. and LMC 3.82.080.A, the  
96 parties agree as follows:  
97

98 **2.1 Transportation Impact Fees (TrIF).**  
99

100 **2.1.1 TrIF Exemption.** Transportation Impact Fees are required for all  
101 development projects that have a net increase in vehicle trips pursuant to chapter 3.105 LMC.  
102 The City has calculated the Transportation Impact Fees for the Project, as described and  
103 documented in the TrIF Calculation Form, attached hereto as **Exhibit B** and incorporated herein  
104 by this reference. Pursuant to LMC 3.105.080, if the City, in its sole discretion, determines that  
105 the Project meets all of the required standards for the TrIF Exemption in LMC 3.105.080A.1,  
106 including:

- 107 **A.** The Property is located within the City Center; and
- 108 **B.** The Project meets the intent of the City Center Sub-Area Plan and complies with  
109 City Center development regulations and design guidelines; and
- 110 **C.** The Project will be four stories or more above grade elevation; and
- 111 **D.** A minimum of 60 percent of the parking required for the Project must be located in a  
112 structure and/or below ground; and
- 113 **E.** All other terms of this Agreement are completed;

114 the City shall waive the Project's Transportation Impact Fees in an amount up to the maximum  
115 for a single project (\$600,000 maximum). The Developer shall pay the non-exempt portion, if  
116 any, including any assessment beyond \$600,000, of the Transportation Impact Fees for the  
117 Project to the City in accordance with the timing and other requirements of the City code.  
118

119 **2.1.2 Expiration of TrIF Exemption.** The City Council has identified the City  
120 Center as an area serving a broad public purpose. The parties acknowledge that the TrIF  
121 Exemption under LMC 3.105.080A.1 is provided to the first three development activities in the  
122 City Center meeting the requirements of that code section in order to provide incentive for  
123 redevelopment that implements the adopted City Center Sub-Area Plan, thus the TrIF Exemption  
124 described in this Agreement is time sensitive. Therefore, the TrIF Exemption granted under  
125 Section 2.1.1 of this Agreement shall expire if Project Completion has not occurred within three  
126 (3) years of the Effective Date of this Agreement. Project Completion shall mean the  
127 Developer's receipt of a Certificate of Occupancy for the Project from the City. Extensions of  
128 this time period may be granted for just cause as determined by the City, in its sole discretion,  
129 but in no case shall the extensions exceed a total of 24 months.  
130

131 **2.1.3 Developer Default.** The Developer shall be deemed to be in default of  
132 Section 2.1 of this Agreement if, as determined by the City, (i) work on the Project is not  
133 progressing substantially toward completion of the Project, or the Project has been abandoned by  
134 the Developer, and (ii) Developer fails to cure such default within sixty (60) days of City's  
135 written notice to Developer of the default ("Default"). Notwithstanding the foregoing, if work  
136 on the Project is not progressing substantially due to circumstances beyond Developer's control,  
137 such as acts of terrorism, war, floods, earthquake or fire, Developer shall be permitted a  
138 reasonable extension of time to complete the work. In the case of a Default, City may pursue the  
139 remedies set forth in Paragraph 2.1.4 below.  
140

141                   **2.1.4 City's Remedies.** If Developer is in Default and fails to cure such Default  
142 per Section 2.1.3 above, or if the TrIF exemption expires under Section 2.1.2 above, then the  
143 City shall be owed by the Developer the full amount of the Transportation Impact Fee waived  
144 per **Exhibit B**, plus interest calculated at the Federal Discount Rate plus one-half of one percent  
145 per annum from the date of building permit issuance for the Project, prior to receiving Certificate  
146 of Occupancy for the Project. In the case of Default for an abandoned or expired Project, a new  
147 Transportation Impact Fee must be calculated and paid if the same Project or any other  
148 development on the Property is to occur. In that event, any TrIF Exemption under LMC  
149 3.105.080A.1 will require a new application to the City. The City shall have all other remedies  
150 at law or in equity, including, without limitation, the award of damages.

151  
152                   **2.2 Multiple-Unit Housing Property Tax Exemption.** In accordance with Chapter  
153 84.14 RCW, Chapter 3.82 LMC states the required standards, procedural requirements, and  
154 cancellation/expiration provisions for the Multiple-Unit Housing Property Tax Exemption.  
155 Consistent with those provisions, the parties agree as follows:

- 156  
157                   **A.** The Developer submitted a complete Multiple-Unit Housing Property Tax  
158 Exemption application on January 16, 2015, prior to application for building permit  
159 pursuant to LMC 3.82.070.  
160                   **B.** The Developer agrees to construct on the Property at least 50 new multi-family  
161 residential housing units substantially as described above, on **Exhibit C** attached  
162 hereto, and in the March 2, 2015 approved Project Design Review, subject to all  
163 conditions on and requirements for that approval.  
164                   **C.** The proposed multiple-unit housing units in the Project must be constructed to  
165 standards established for condominium construction or better, must be provided for  
166 permanent residential occupancy, as defined in LMC 3.82.030(E), and The Project  
167 shall be designed to meet the LEED™ Silver Standard as established by the U.S.  
168 Green Building Council (USGBC). See **Exhibit E**, attached hereto. Such housing  
169 shall be of high quality and finish materials appropriate to the design standards in the  
170 City Center Sub-Area Plan. The intention for the exterior design and materials is  
171 demonstrated by the approved Project Design Review and the intention for the  
172 interior design and materials are demonstrated by the images in **Exhibit D** to this  
173 Agreement.  
174                   **D.** The City agrees to issue the Developer a Conditional Certificate of Acceptance of  
175 Tax Exemption upon execution of this Agreement by both parties.  
176                   **E.** The Developer agrees that at least twenty percent of the multi-family housing units  
177 will meet affordability requirements qualifying for 12 successive years of exemption  
178 from ad valorem property taxation in accordance with RCW 84.14.020, beginning  
179 January 1<sup>st</sup> of the year immediately following the calendar year after issuance of the  
180 Final Certificate of Tax Exemption. The tax exemption does not apply to the value  
181 of the land or the value of improvements not qualifying under LMC 3.82, nor does  
182 the tax exemption apply to increases in assessed valuation of land or non-qualifying  
183 improvements. Only that portion of the space designated for multiple-unit housing  
184 shall be eligible for the tax exemption provided for in this Agreement.  
185                   **F.** The Developer agrees to complete construction of the Project within three years  
186 from the date the City issues the Conditional Certificate of Acceptance of Tax  
187 Exemption pursuant to LMC 3.82.080, or within any extension thereof granted by

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the City in its sole discretion, with any extension not to exceed 24 consecutive months.

- G. The Developer agrees to maintain the Property including all improvements in compliance with all applicable City codes and requirements. The Project must comply with all applicable provisions of the comprehensive plan, development regulations, building code, fire code, housing code, zoning code, and any development guidelines for the Residential Targeted Area. For the duration of the exemption granted under this Agreement, the Property shall have no violations of applicable city codes and ordinances, including but not limited to zoning requirements, land use regulations and building and housing requirements for which a notice of violation has been issued and is not resolved by compliance, withdrawal or other final resolution.
- H. For application for the Final Certificate, the Developer agrees, upon completion of the Project improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Community Development Director the following:
  - a. A statement of expenditures made with respect to each multiple housing unit in the Project and the total expenditures made with respect to the entire Property; and
  - b. A description of the completed Project work and a statement of qualification for the exemption; and
  - c. A statement that the Project meets the affordable housing requirements; and
  - d. A statement that the Project work was completed within the required three-year period or any authorized extension. Within 30 days of receipt of all materials required for the Final Certificate, the Community Development Director shall determine whether the Project improvements satisfy the requirements of LMC 3.82.
- I. The City agrees, conditioned on the Developer's successful completion of the Project improvements in accordance with the terms of this Agreement, LMC 3.82 and on the Developer's filing of the materials described in Paragraph 2.2 H above, to file a Final Certificate of Tax Exemption with the Snohomish County Assessor within 10 days following the expiration of the 30-day period specified in LMC 3.82.090(D).
- J. The Developer agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption and each year thereafter for the period of the tax exemption, to file a notarized declaration with the Community Development Director indicating the following:
  - a. A statement identifying the total number of occupied and vacant multi-family housing units in the Project receiving a property tax exemption during the previous year; and
  - b. A certification that the Property continues to be in compliance with this Agreement and in compliance with the affordable housing requirements of Chapter 84.14 RCW for a twelve year tax exemption; and
  - c. A description of any improvements or changes to the Property constructed after the issuance of the Final Certificate of Tax Exemption; and
  - d. The total monthly rent for each unit; and

- 234 e. Documentation of the income of each renter household at the time of initial  
235 occupancy; and  
236 f. Documentation showing that at least twenty percent of the units were and are  
237 being rented as affordable housing units to low and moderate income  
238 households as defined in RCW 84.14.010 and in compliance with RCW  
239 84.14.020; and  
240 g. Any additional information requested by the City relating to the Property  
241 receiving or the continued qualification for the tax exemption under this  
242 Agreement.

243 The Community Development Director may conduct on-site verification of the  
244 declaration and the City is authorized to enter the Property for purposes of the  
245 verification. Failure to submit the annual declaration may result in the tax  
246 exemption being canceled.

- 247 **K.** The Developer agrees to maintain records supporting all information provided to the  
248 City and to make those records and the multi-family units available for inspection by  
249 the City.
- 250 **L.** If the Developer converts to another use any of the new residential housing units  
251 constructed under this Agreement or if the Developer discontinues compliance with  
252 the affordable housing requirements, the Developer shall notify the City's  
253 Community Development Director and the Snohomish County Assessor within 60  
254 days of the change in use or discontinuance. *(See also Section 2.3 Cancellation of*  
255 *Multiple-Unit Housing Property Tax Exemption below).*
- 256 **M.** The Developer agrees to notify the City promptly of any transfer of Developer's  
257 ownership interest in the Property or in the improvements made to the Property  
258 under this Agreement.
- 259 **N.** The City reserves the right to cancel the Final Certificate of Tax Exemption should  
260 the Developer, its successors and/or assigns, fail to comply with any of the terms and  
261 conditions of this Agreement or for any reasons authorized by Chapter 3.82 LMC or  
262 Chapter 84.14 RCW. Cancellation of the Final Certificate of Tax Exemption may  
263 subject the Developer to potential tax liability as further described in RCW 84.14.
- 264 **O.** The Developer acknowledges its awareness of the potential tax liability involved if  
265 and when the property ceases to be eligible for the incentive provided pursuant to  
266 this Agreement. Such liability may include additional real property tax, penalties and  
267 interest imposed pursuant to RCW 84.14.110. Developer further acknowledges its  
268 awareness and understanding of the process implemented by the Snohomish County  
269 Assessor's Office for the appraisal and assessment of property taxes. Developer  
270 agrees that the City is not responsible for the property value assessment imposed by  
271 Snohomish County.

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273 **2.3 Cancellation of Multiple-Unit Housing Property Tax Exemption.** If at any  
274 time the City's Community Development Director determines, in consultation with the  
275 Economic Development Director, that the Developer has not complied with or that the Property  
276 no longer complies with the terms of this Agreement or with the requirements of LMC 3.82, or  
277 for any reason no longer qualifies for the tax exemption authorized in this Agreement, the tax  
278 exemption shall be canceled and additional taxes, interest and penalties shall be imposed  
279 pursuant to state law. This cancellation may occur in conjunction with the annual review or at  
280 any other time when noncompliance has been determined. If the Developer intends to convert the

281 multiple-unit housing to another use or to discontinue compliance with the affordable housing  
282 requirements, the Developer shall notify the Community Development Director and the  
283 Snohomish County Assessor within 60 days of the change in use or intended discontinuance.  
284 Upon such change in use, the tax exemption shall be canceled and additional taxes, interest and  
285 penalties shall be imposed pursuant to state law.

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287 A. Effect of Cancellation. If a tax exemption is canceled due to a change in use or other  
288 noncompliance, the Snohomish County Assessor shall comply with applicable state law to  
289 impose additional taxes, interest and penalties on the Property, and a priority lien may be placed  
290 on the land, pursuant to state law.

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292 B. Notice and Appeal. Upon determining that a tax exemption is to be canceled, the  
293 Community Development Director shall notify the Developer by certified mail, return receipt  
294 requested. The Developer may appeal the determination to cancel the tax exemption in  
295 accordance with the provisions of LMC 3.82.120B.

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298 **SECTION 3. MISCELLANEOUS**

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301 **3.1 Recording.** This Agreement shall be recorded by City with the recording office  
302 of Snohomish County at the cost and expense of Developer. Upon issuance of the certificate of  
303 occupancy by City, City shall record a memorandum confirming satisfactory completion of  
304 Developer's obligations hereunder with the office of Snohomish County at the cost and expense  
305 of City.

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308 **3.2 Indemnity.** The Developer agrees to defend, hold harmless, and indemnify the  
309 City, and its officers, officials, employees, agents, and consultants from and against any claims,  
310 demands, penalties, fees, liens, damages, losses, expenses, including reasonable attorneys' fees  
311 and costs incurred by the City for liability resulting from any breach of the duties set forth in this  
312 Agreement, except to the extent the claims, demands, penalties, fees, liens, damages, losses, or  
313 expenses are caused by the City. This indemnity provision shall survive expiration of this

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316 **3.3 Written Notice.** Except as otherwise provided herein, any and all notices  
317 provided under this Agreement must be in writing and shall be deemed given when delivered in  
318 person, or when deposited with Federal Express or other similar overnight service, return receipt  
319 requested, or when deposited in the United States mails, postage prepaid for certified mail, return  
320 receipt requested, or upon actual receipt of a facsimile or other similar transmission (provided  
321 that a copy of the facsimile is delivered or deposited within twenty-four (24) hours in the manner  
322 specified above), properly addressed to City and the Developer as follows:

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<b>CITY:</b>	<b>AND TO:</b>
City of Lynnwood	Rosemary Larson
Director, Community Development	Lynnwood City Attorney

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328 By Mail: P.O. Box 5008 P.O. Box C-90016  
329 Lynnwood, WA 98046-5008 Bellevue, WA 980009-9016  
330  
331 In Person: 4114 198<sup>th</sup> Street SW Suite 7 777 108th Ave. NE, Suite 1900  
332 Lynnwood, WA 98036 Bellevue, WA 98009-9016  
333  
334 By Fax: 425.771.6585 425.635.7720  
335  
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337 **DEVELOPER:**

338  
339 CityCenter Apartments, LLLP  
340 Attn: Christopher Santoro  
341

342 By Mail: 105 Crescent Bay Drive Suite D  
343 Laguna Beach, CA 92651  
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345 By Fax: 949.209.1499  
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347 Any party may designate a different address for receiving notices hereunder by giving at least ten  
348 (10) days written notice thereof to the other parties.  
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350 **3.4 Time of Essence.** Time is expressly declared to be of the essence of this  
351 Agreement.  
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353 **3.5 Governing Law and Venue.** This Agreement shall be governed by and construed  
354 according to the laws of the State of Washington. Venue of any suit arising out of or related to  
355 this Agreement shall be in Snohomish County, Washington.  
356

357 **3.6 Counterparts and Facsimile Transmission.** This Agreement may be executed  
358 in counterparts, all of which together shall be deemed to be one original, even if the parties have  
359 not executed the same original. Facsimile transmission of any signed original document, and  
360 retransmission of any signed facsimile transmission, shall be the same as delivery of an original.  
361 At the request of either party, the parties will confirm facsimile transmitted signatures by signing  
362 or original document.  
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364 **3.7 Effective Date.** This Agreement shall be effective on the date first written above.  
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366 **3.8 Attorneys' Fees.** The prevailing party in any lawsuit or proceeding between the  
367 parties arising out of this Agreement shall be entitled to receive from the non-prevailing party all  
368 reasonable costs and expenses of every type, including, but not limited to, mediation fees and  
369 actual attorneys' fees incurred, whether incurred in arbitration, trial, appeal or any bankruptcy or  
370 receivership proceeding.  
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372 **3.9 Conflicts and Severability.** Developer agrees that this Agreement is subject to the  
373 requirements for the Lynnwood Multi-Family Housing Tax Exemption set forth in the  
374 Lynnwood Municipal Code, Chapter 3.82 and the Transportation Impact Fee exemption set forth

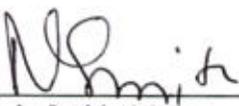
375 in the Lynnwood Municipal Code, Chapter 3.105. To the extent that any provision of this  
376 Agreement conflicts with any applicable ordinance, law, or regulation, (1) the provisions of the  
377 ordinance, law or regulation shall control; and (2) such conflict shall not affect other terms of  
378 this Agreement which can be given effect without the conflicting term or clause, and to this end,  
379 the terms of this Agreement are declared to be severable.

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**3.10 Amendments.** No amendment to or modification of this Agreement shall be made unless mutually agreed upon by the parties in writing.

**CITY:**

CITY OF LYNNWOOD  
A Washington Municipal Corporation

By:   
\_\_\_\_\_  
Nicola Smith, Mayor

**DEVELOPER:**

CITYCENTER APARTMENTS  
LYNNWOOD PARTNERS LLLP,  
A Washington limited liability limited  
partnership

By: CityCenter Apartments Lynnwood GP  
LLC, a Washington limited liability company  
Its: General Partner

By: AVS Holdings LLC  
a Florida limited liability company  
Its: sole member and manager

By:   
\_\_\_\_\_  
Christopher Santoro, Manager

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Attest:

By: \_\_\_\_\_  
Art Ceniza, Interim Finance Director

Approved as to form:

By: \_\_\_\_\_  
Rosemary Larson, City Attorney

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STATE OF WASHINGTON )

COUNTY OF \_\_\_\_\_)

On this day, personally appeared before me \_\_\_\_\_, the Mayor of the City of Lynnwood, Washington and stated that he is authorized to sign this instrument on behalf of said company for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY

\_\_\_\_\_  
Print Name

My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON )

COUNTY OF SNOHOMISH)

On this day, personally appeared before me Christopher Santoro, the Manager of AVS Holdings LLC, a Florida limited liability company, which is the sole member and manager of CityCenter Apartments Lynnwood GP LLC, a Washington limited liability company which is the the General Partner of CityCenter Apartments Lynnwood Partners LLLP, a Washington limited liability limited partnership and stated that he is authorized to sign this instrument on behalf of said company for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me this 8<sup>th</sup> day of APRIL, 2015.

BETH ANN CAMPBELL  
\_\_\_\_\_  
NOTARY

BETH ANN CAMPBELL  
\_\_\_\_\_  
Print Name

My Commission expires: 08/25/2018

NOTARY PUBLIC  
STATE OF WASHINGTON  
BETH ANN CAMPBELL  
My Appointment Expires  
AUGUST 25, 2018

**EXHIBIT A**

**[Site Legal Description and Vicinity Map]**

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**RECEIVED**

APR 29 2014

CITY OF LYNNWOOD  
DEPT. OF PERMITS & INSP.

**PROPOSED PARCELS**

X:

THAT PORTION OF LOTS 1 THROUGH 9, BLOCK 7, ALDERWOOD MANOR, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 9 OF PLATS, PAGE 71, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 9;  
THENCE SOUTH 1°16'51" WEST ALONG THE WESTERLY LINE THEREOF 35.00 FEET TO A POINT 65.00 FEET SOUTHERLY OF THE CENTERLINE OF 196TH STREET SW AND THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING SOUTH 1°16'51" WEST ALONG THE WESTERLY LINE THEREOF 94.23 FEET;  
THENCE SOUTH 40°24'49" EAST 395.21 FEET TO THE NORTHERLY MARGIN OF ALDERWOOD MALL BOULEVARD;  
THENCE NORTH 49°18'18" EAST ALONG SAID NORTHERLY MARGIN 115.87 FEET TO A POINT 36 FEET WESTERLY OF 196 -S LINE AS SHOWN ON THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION "SR 5 AND SR 524 196TH ST SW / SR 524 I/C-WESTSIDE PHASE B-3 AND 40TH AVE W VIC TO SR 5" RIGHT-OF-WAY AND ALIGNMENT PLAN DATED 4/27/01;  
THENCE NORTH 1°32'29" EAST 281.79 FEET TO A POINT 36 FEET LEFT AT ENGINEERS STATION 196-S 509+33.45;  
THENCE NORTH 40°45'08" WEST 41.00 FEET TO A POINT 65 FEET RIGHT AT ENGINEERS STATION FB 163+31.10;  
THENCE NORTH 88°46'29" WEST 322.85 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 93,651 SQUARE FEET, MORE OR LESS.

SITUATE IN THE CITY OF LYNNWOOD, SNOHOMISH COUNTY, WASHINGTON.

Y:

THAT PORTION OF LOTS 7, 8, 9 AND 10 BLOCK 7, ALDERWOOD MANOR, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 9 OF PLATS, PAGE 71, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 9;  
THENCE SOUTH 1°16'51" WEST ALONG THE WESTERLY LINE THEREOF 35.00 FEET TO A POINT 65.00 FEET SOUTHERLY OF THE CENTERLINE OF 196TH STREET SW;  
THENCE CONTINUING SOUTH 1°16'51" WEST ALONG THE WESTERLY LINE THEREOF 94.23 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 40°24'49" EAST 395.21 FEET TO THE NORTHERLY MARGIN OF ALDERWOOD MALL BOULEVARD;  
THENCE SOUTH 49°18'18" WEST FOLLOWING ALONG SAID NORTHERLY MARGIN 89.90 FEET TO A POINT OF CURVATURE TO THE RIGHT;  
THENCE ALONG SAID CURVE HAVING A RADIUS OF 1970.00 FEET FOR AN ARC LENGTH OF 117.30 FEET TO A POINT OF TANGENCY;  
THENCE SOUTH 52°43'00" WEST 289.74 FEET TO THE CENTERLINE OF AFOREMENTIONED LOT 10;  
THENCE NORTH 1°16'51" EAST ALONG SAID CENTERLINE 387.57 FEET TO THE SOUTH LINE OF THE NORTH 353.3 FEET OF SAID LOT 10;

THENCE SOUTH 88°46'29" EAST ALONG SAID SOUTH LINE 120.00 FEET TO THE WESTERLY LINE  
OF AFOREMENTIONED LOT 9;  
THENCE NORTH 1°16'51" EAST 223.98 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

CONTAINING 109,426 SQUARE FEET, MORE OR LESS.



**EXHIBIT B**

**[Transportation Impact Fee (TrIF) Calculation Form]**

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## Transportation Impact Fee Series TrIF Calculation Form

The following form is intended to help the applicant easily develop a preliminary estimate of their Transportation Impact Fee (TrIF) amount. This can be helpful for preliminary budget purposes and when various development alternatives are being considered. However, this form is only a tool and should not be assumed to be the actual TrIF amount required for payment.

**This spreadsheet must be completed and submitted with the Building Permit application.** After this form is submitted, City staff will calculate the actual TrIF amount and provide a letter with the final amount to the applicant. The applicant is required to pay the TrIF prior to Building Permit issuance. Payment must be provided as a separate check; credit cards are not accepted at this time. For more information about TrIFs, please visit: <http://www.ci.lynnwood.wa.us/TrIF>

If you need assistance completing this form, please contact Joellen Hwung at:  
4114 198<sup>th</sup> St SW (425) 670-5272  
PO Box 5008  
Lynnwood, WA [JHwung@ci.lynnwood.wa.us](mailto:JHwung@ci.lynnwood.wa.us)

Directions: Scroll down and complete the steps outlined below. Please fill in the required information in the yellow highlighted boxes.

### SECTION 1: GENERAL INFORMATION

<b>Project Name:</b>	City Center Apartments
<b>Street Address:</b>	37th Ave W & 198th St SW
<b>City, State Zip:</b>	Lynnwood, WA 98036
<b>Parcel Number(s):</b>	00372600700000
<b>Estimated By:</b>	Joellen Hwung
<b>Date of Estimate:</b>	3/31/2015

### SECTION 2: PROJECT DETAILS

- 1) Which TrIF Zone is the project located in? Zone A - City Center and the Mall
  
- 1A) Is the project located within any of the City Center Zones? Yes  
 Current zoning map is online at: <http://www.ci.lynnwood.wa.us/Content/Business.aspx?id=219>
  
- 2) What year will you submit a complete Building Permit Application? 2015 or beyond
  
- 3) Are you submitting a Claim for Credit? Yes  
 If yes, enter amount from "Claim for Credit" form: \$ 12,845.55
  
- 4) Are you submitting an Independent Fee Calculation Request? No

**SECTION 3: PROPOSED LAND USE(S)**

Select the proposed Land Use Type(s) from the drop down menu(s) below, and then enter the proposed number of unit(s) for the project.

	Proposed Land Use Type (s)	Unit of Measure	Number of Unit(s)	Impact Fee Rate per Unit	Preliminary Impact Fee
1)	Multi-Family-Under 3 Bedrooms-223	Dwelling	349.00	\$ 2,604.40	\$ 908,935.60
2)	Select From Below	-	0.00	\$ -	\$ -
3)	Select From Below	-	0.00	\$ -	\$ -
					\$ 908,935.60

**SECTION 4: PRIOR LAND USE(S)**

Select the prior Land Use Type(s) from the drop down menu(s) below, and then enter the prior number of unit(s).

	Prior Land Use Type (s)	Unit of Measure	Number of Unit(s)	Impact Fee Rate per Unit	Preliminary Impact Fee
1)	Restaurant - Fast Food (934)	Sq. Ft.	1575.00	\$ 30.07	\$ 47,360.25
2)	Office Building/Park - (blend 710, 714)	Sq. Ft.	54444.00	\$ 6.51	\$ 354,430.44
3)	Auto Care Center - Multiple Stores (94)	Sq. Ft.	11000.00	\$ 11.74	\$ 129,140.00
					\$ 530,930.69

**STEP #5: Total TrIF**

The total TrIF amount and administrative fee is shown as follows:

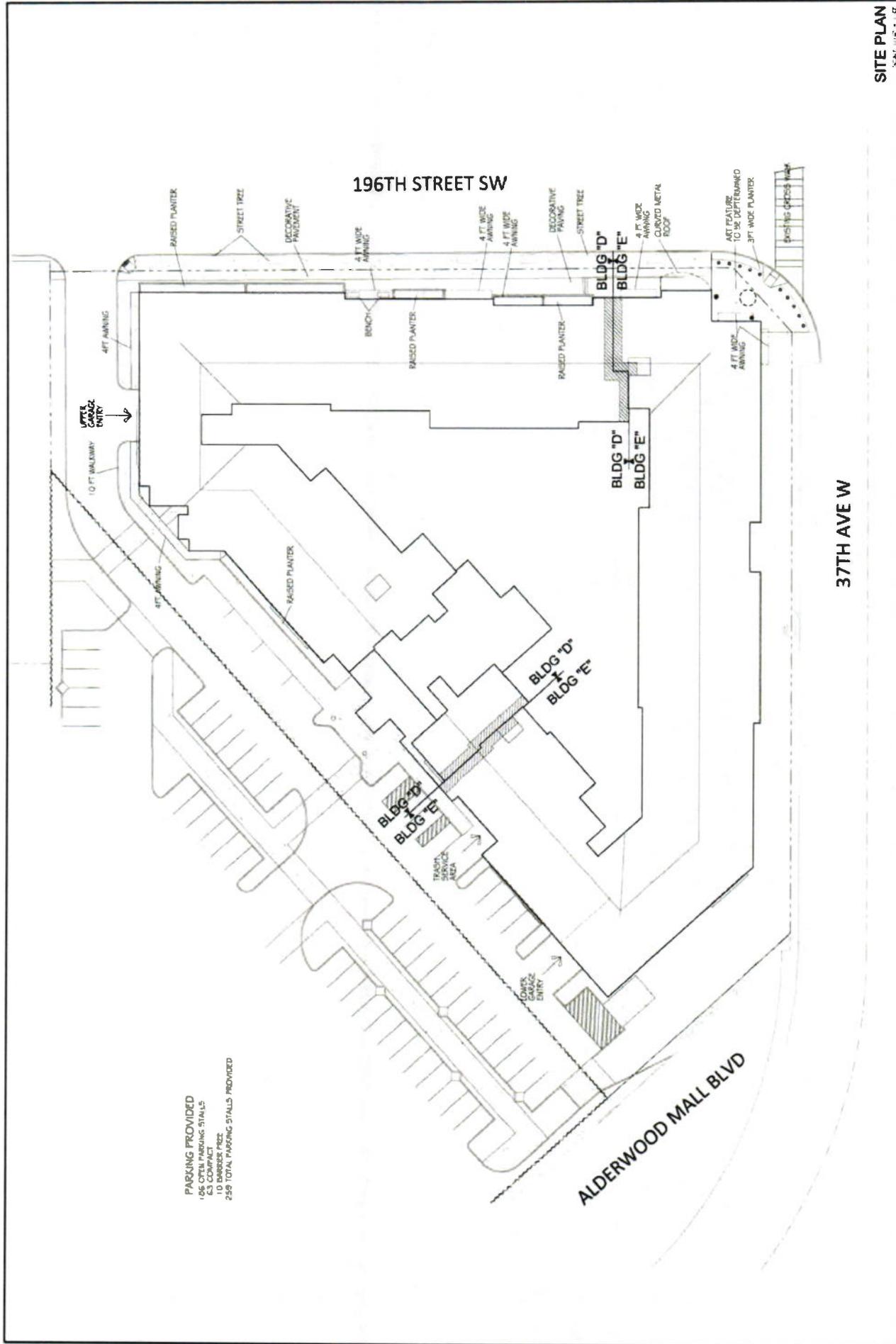
Base Year TrIF (Proposed Use)	\$ 908,935.60
Base Year TrIF (Prior Use)	\$ (530,930.69)
Net TrIF (Proposed - Prior)	\$ 378,004.91
System Improvement Credit (LMC 3.105.090)	\$ (12,845.55)
Administrative Fee	\$ 3,000.00
<b>TOTAL TrIF PAYMENT ESTIMATE</b>	<b>\$ 368,159.36</b>

**EXHIBIT C**

**[Site Plan and Renderings]**

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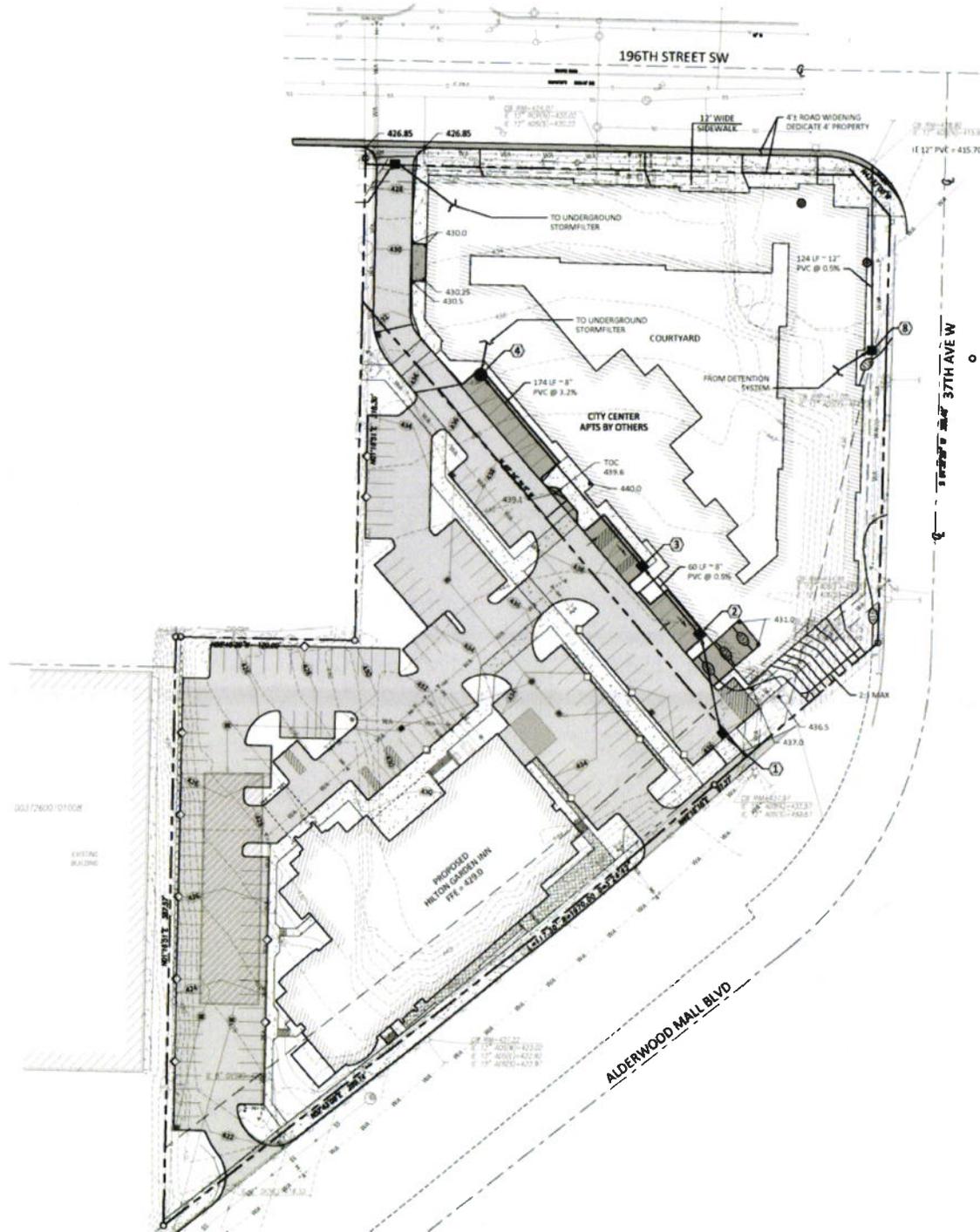
# Site Plan



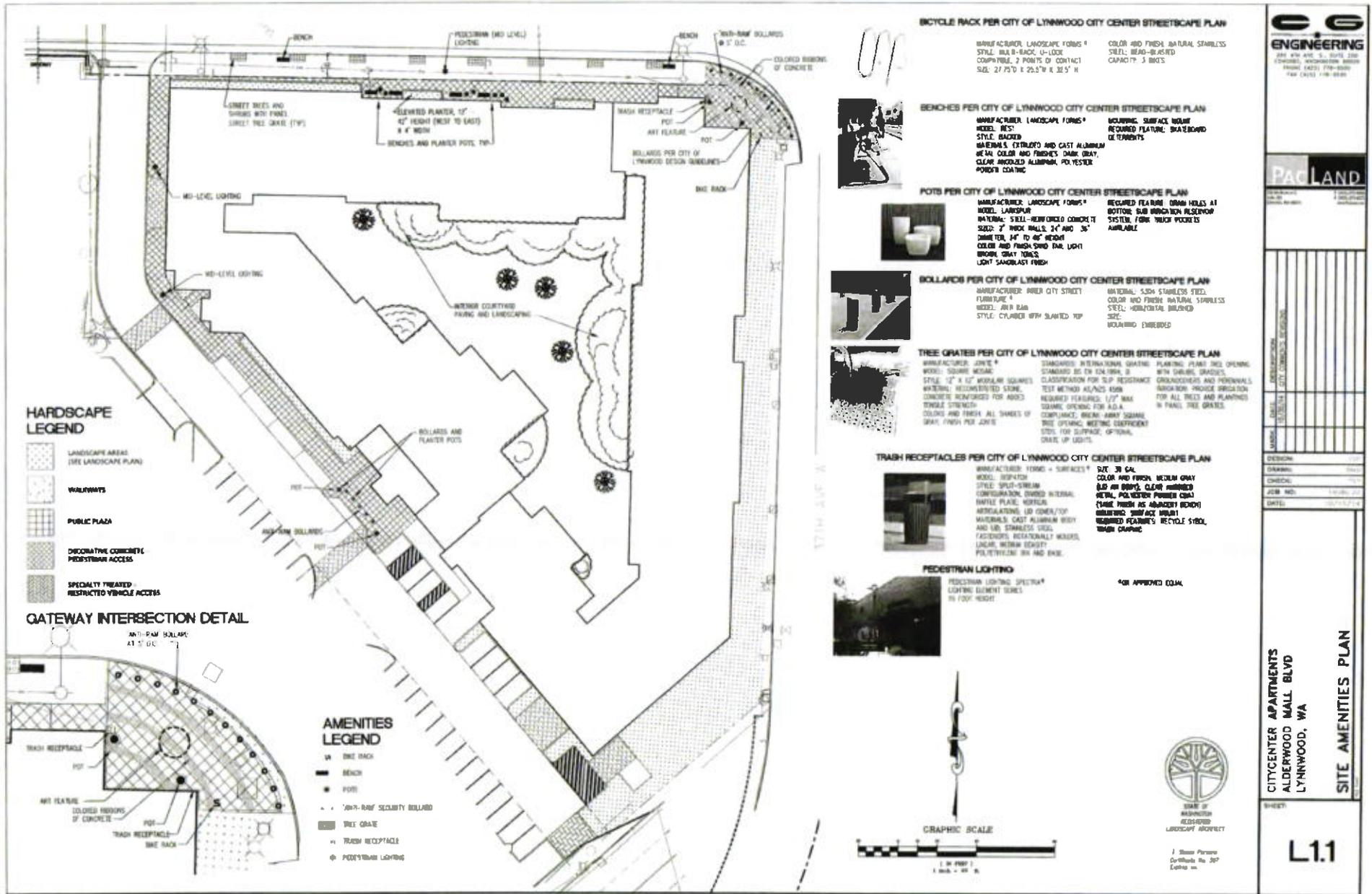
**PARKING PROVIDED**  
 106 CYCLE PARKING STALLS  
 10 GARAGE STALLS  
 10 BIKERACKS  
 259 TOTAL PARKING STALLS PROVIDED

15.1.A.1.5 - REQUIRED FOR FOR 6-TON 15' - HEIGHT TO CITY FOR BUILDING FRONT	PROJECT: 349 UNIT CITY CENTER APARTMENTS LOCATION: 136TH ST SW & 37TH AVE W, LYNNWOOD, WA OWNER: CITYCENTER PARTNERS LLP	ARCHITECTS CHARLES MORGAN & ASSOCIATES 7001 STEVENS WAY BENTLEY, WA 98008 PHONE: 425-835-8800 WWW: CHARLESMORGAN.COM	DATE: 2/15/18 SHEET: A1.1 Page 19 of 40	SITE PLAN SCALE: 1/8" = 1' - 0"

# Site Plan with Adjacent Project & Access



# Site Plan with Streetscape & Gateway Improvements





Rendering: NE Corner / 196th Street SW Gateway



CITY CENTER APARTMENTS - LYNNWOOD  
EXTERIOR- SCHEME B1

1-14-2015

OBJECTSPACE

# Rendering: 196th Street SW



## EXTERIOR MATERIALS LEGEND

- 1 FIBER CEMENT BOARD LAP SIDING PT-1E
- 2 FIBER CEMENT BOARD PANEL SIDING PT-2E
- 3 FIBER CEMENT BOARD PANEL SIDING PT-3E
- 4 FIBER CEMENT BOARD PANEL SIDING PT-4E
- 5 TILE T-1E
- 6 METAL SIDING MS-1
- 7 CAST-IN-PLACE CONCRETE
- 8 GROUND FACE CMU PLANTERS

CITY CENTER APARTMENTS - LYNNWOOD  
EXTERIOR- SCHEME B1

3-27-2015

OBJECTSPACE

**EXHIBIT D**

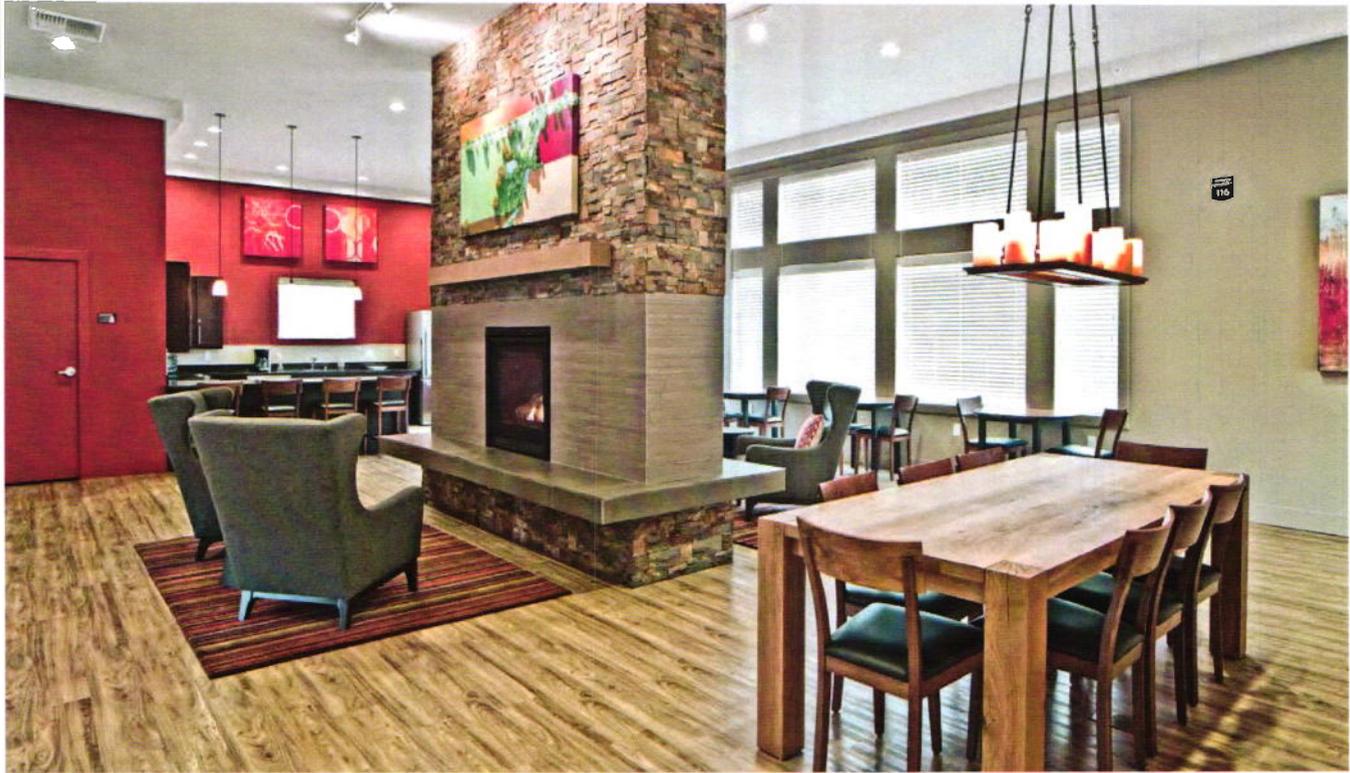
**[Condominium Construction Quality Example Images]**

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INTERIOR COMMON AREA EXAMPLES



INTERIOR COMMON AREA EXAMPLES



## INTERIOR COMMON AREA EXAMPLES



INTERIOR UNIT EXAMPLES



INTERIOR UNIT EXAMPLES



## INTERIOR UNIT EXAMPLES



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**EXHIBIT E**  
**[LEED Silver Qualification Checklist]**

February 4, 2015

**Stacy Criswell**  
**Planning and Development, Building**  
**City of Lynnwood**  
**Lynnwood, WA 98046-5008**

**Project:** City Center at Lynnwood  
**Subject:** Silver Certification, LEED for Homes  
Midrise v2008



Dear Stacy,

As the LEED for Homes Green Rater, hired by CG Engineering for the *City Center at Lynnwood* project, I have conducted a preliminary evaluation of the LEED for Homes checklist with the team. Based on this session and the resulting points selected on the checklist, the project is well positioned to achieve LEED Silver Certification under the **LEED for Homes Midrise**, Version 2008 rating system.

The certification thresholds for **LEED for Homes Midrise** are determined based on the average size of the units in the building (referred to as the "Home Size Adjustment"). For *City Center at Lynnwood*, the Home Size Adjustment is -8.5, creating the following LEED Certification thresholds:

- Certified ----- 36.5 Points
- Silver ----- 51.5 Points
- Gold ----- 66.5 Points
- Platinum ----- 81.5 Points

At the current phase of design, the project is pursuing **61 points**, which would put the project in good standing for achieving LEED Silver certification. This exceeds our recommended **6 point** buffer to help ensure the achievement of LEED Silver Certification. A buffer is suggested so the project goal is met even if a few points are lost during the design and/or construction process.

We conducted the LEED Kick-Off meeting on December 17, 2014 to discuss credit pursuits and outline the action items required for credit achievement. The following pages include the LEED Tracking Sheet and the LEED for Homes Checklist illustrating the points identified for pursuit. Within the LEED Tracking Sheet, the credits marked as "yes" indicate those which the project team has agreed to pursue, and the credits marked as "unlikely" or "no" are not being actively studied.

Sincerely,

A handwritten signature in black ink, appearing to read "Alexandra Ramsden".

**Alexandra Ramsden**  
*Principal | Director, Sustainability*  
*LEED AP BD+C, Built Green Verifier, LEED for Homes Green Rater*

**Attachments:** LEED for Homes Checklist  
LEED Tracking Matrix



for Homes

### LEED for Homes Mid-rise Project Checklist

Builder Name:	Exxel Pacific
Project Team Leader:	Alexandra Ramsden, Rushing
Home Address (Street/City/State):	196th Street SW & 37th Ave W, Lynnwood, WA

**Project Description**

Building Type: *Mid-rise multi-family* # of stories: 7  
 # of Units: 349 Avg. Home Size Adjustment: -8.5

**Adjusted Certification Thresholds**

Certified: 36.5 Gold: 66.5  
 Silver: 51.5 Platinum: 81.5

<b>Project Point Total</b>	<b>Final Credit Category Point Totals</b>			
Prelim: 61 + 23 maybe pts Final: 10	ID: 0	SS: 7	EA: 0	EQ: 0
<b>Certification Level</b>	LL: 0	WE: 0	MR: 3	AE: 0
Prelim: Silver Final: Not Certified	<i>Minimum Point Thresholds Not Met for Final Rating</i>			
Date Most Recently Updated: 12.21.2014	Updated by: Alexandra Ramsden			

*✗ Indicates that an Accountability Form is required.*

Innovation & Design Process (ID) (Minimum 0 ID Points Required)	Max Pts. Available	Preliminary Rating Y / Pts	Maybe	No	Notes	Project Points
<b>1. Integrated Project Planning</b>	<b>Max: 11</b>	<b>Y:6</b>	<b>M:4</b>			<b>Final: 0</b>
1.1 Preliminary Rating					Prereq.	Y
Target performance tier: <input type="text" value="Silver"/>						
1.2 Energy Expertise for MID-RISE					Prereq.	Y
1.3 Professional Credentialed with Respect to LEED for Homes	1	0	1		please see ID 01-06 for details	0
1.4 Design Charrette	1	0	1			0
1.5 Building Orientation for Solar Design (meet all of the following)	1	0	0			0
<input type="checkbox"/> a) Glazing area on north/south walls 50% greater than on east/west walls					<input type="checkbox"/> c) At least 450 sq. ft. of south-facing roof area, oriented for solar applications	
<input type="checkbox"/> b) East-west axis is within 15 degrees of due east-west					<input type="checkbox"/> d) 90% of south-facing glazing is shaded in summer, unshaded in winter	
1.6 Trades Training for MID-RISE	1	1	0			0
<b>2. Quality Management for Durability</b>						
2.1 Durability Planning (meet all of the following)					Prereq.	Y
<input checked="" type="checkbox"/> a) Durability evaluation completed					<input checked="" type="checkbox"/> c-v) Install drain and drain pans for clothes washers in/over living spaces; OR	
<input checked="" type="checkbox"/> b) Strategies developed to address durability issues					<input type="checkbox"/> no clothes washers in/over living spaces	
<input checked="" type="checkbox"/> c-i) Nonpaper-faced backer board in tub, shower, spa areas					<input checked="" type="checkbox"/> c-vi) Exhaust conventional clothes dryers directly to outdoors	
<input checked="" type="checkbox"/> c-ii) No carpet in kitchen, bathroom, laundry, and spa areas					<input checked="" type="checkbox"/> c-vii) Install drain and drain pan for condensing clothes dryers	
<input checked="" type="checkbox"/> c-iii) No carpet within 3 ft of each entryway					<input checked="" type="checkbox"/> d) Durability strategies incorporated into project documentation	
<input type="checkbox"/> c-iv) Install drain and drain pans in tank water heaters in/over living spaces; OR					<input checked="" type="checkbox"/> e) Durability measures listed in durability inspection checklist	
<input checked="" type="checkbox"/> no tank water heaters in/over living spaces						
2.2 Durability Management (meet one of the following)					Prereq.	Y
<input checked="" type="checkbox"/> Builder has a quality management process in place					<input checked="" type="checkbox"/> Builder conducted inspection using durability inspection checklist	
2.3 Third-Party Durability Management Verification	3	3	0			0
<b>3. Innovative or Regional Design</b>						
3.1 <i>✗</i> Innovation 1 (ruling #): 28 services in 1/4 mile	1	1	0			0
3.2 <i>✗</i> Innovation 2 (ruling #): Green Power - Carbon Offsets	1	1	0			0
3.3 <i>✗</i> Innovation 3 (ruling #): Street Network	1	0	1			0
3.4 <i>✗</i> Innovation 4 (ruling #): Certified Wildlife Habitat	1	0	1			0
<b>Location &amp; Linkages (LL) (Minimum 0 LL Points Required)</b>	<b>Max: 10</b>	<b>Y:9</b>	<b>M:0</b>			<b>Final: 0</b>
<b>1. LEED for Neighborhood Development</b>						
1 LEED for Neighborhood Development	10	0	0			0
<b>2. Site Selection</b>						
2 <i>✗</i> Site Selection (meet all of the following)	2	2	0			0
<input checked="" type="checkbox"/> a) Built above 100-year floodplain defined by FEMA					<input checked="" type="checkbox"/> d) Not built on land that was public parkland prior to acquisition	
<input checked="" type="checkbox"/> b) Not built on habitat for threatened or endangered species					<input checked="" type="checkbox"/> e) Not built on land with prime soils, unique soils, or soils of state significance	
<input checked="" type="checkbox"/> c) Not built within 100 ft of water, including wetlands						
<b>3. Preferred Locations</b>						
3.1 Edge Development	1	0	0			0
OR 3.2 Infill	2	2	0			0
AND/OR 3.3 Brownfield Redevelopment for MID-RISE	1	0	0			0
<input checked="" type="checkbox"/> a) Site meets criteria as "contaminated" by ASTM E1903-97 Phase II					<input type="checkbox"/> b) Site defined as "brownfield" by local, state, or federal government agency	
<b>4. Infrastructure</b>						
4 Existing Infrastructure	1	1	0			0
<b>5. Community Resources / Transit</b>						
5.1 Basic Community Resources for MID-RISE (meet one of the following)	1	0	0			0

	<input type="checkbox"/> a) Within 1/4 mile of 4 basic community resources	<input type="checkbox"/> b) Within 1/2 mile of 7 basic community resources			
OR 5.2	Extensive Community Resources for MID-RISE (meet one of the following)		2	0	0
	<input type="checkbox"/> a) Within 1/4 mile of 7 basic community resources	<input type="checkbox"/> b) Within 1/2 mile of 11 basic community resources			0
OR 5.3	Outstanding Community Resources for MID-RISE (meet one of the following)		3	3	0
	<input type="checkbox"/> a) Within 1/4 mile of 11 basic community resources	<input checked="" type="checkbox"/> b) Within 1/2 mile of 14 basic community resource			0

<b>6. Access to Open Space</b>					
6	Access to Open Space		1	1	0
					0

<b>Sustainable Sites (SS)</b>	(Minimum 5 SS Points Required)	<b>Max: 22</b>	<b>Y:16</b>	<b>M:3</b>	<b>Notes</b>	<b>Final: 7</b>
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<b>1. Site Stewardship</b>					
1.1	Erosion Controls During Construction (meet all of the following)	Prereq.			Y
	<input checked="" type="checkbox"/> a) Stockpile and protect disturbed topsoil from erosion.	<input checked="" type="checkbox"/> d) Provide swales to divert surface water from hillsides			
	<input checked="" type="checkbox"/> b) Control the path and velocity of runoff with silt fencing or equivalent.	<input checked="" type="checkbox"/> e) Use tiers, erosion blankets, compost blankets, etc. on sloped areas.			
	<input checked="" type="checkbox"/> c) Protect sewer inlets, streams, and lakes with straw bales, silt fencing, etc.				
1.2	Minimize Disturbed Area for MID-RISE (meet appropriate requirements)		1	1	0
	Where the site is not previously developed, meet all the following:				
	<input type="checkbox"/> a) Develop tree / plant preservation plan with "no-disturbance" zones				
	<input type="checkbox"/> b) Leave 40% of buildable lot area, not including area under roof, undisturbed				
	OR Where the site is previously developed, meet all the following:				
	<input type="checkbox"/> c) Develop tree / plant preservation plan with "no-disturbance" zones AND				
	<input type="checkbox"/> Rehabilitate lot; undo soil compaction and remove invasive plants AND				
	<input type="checkbox"/> Meet the requirements of SS 2.2				
OR	<input checked="" type="checkbox"/> d) Build on a lot to achieve a density of 40 units per acre.				

<b>2. Landscaping</b>					
2.1	No Invasive Plants	Prereq.			Y
2.2	Basic Landscaping Design (meet all of the following)		1	1	0
	<input checked="" type="checkbox"/> a) Any turf must be drought-tolerant.	<input checked="" type="checkbox"/> d) Add mulch or soil amendments as appropriate.			
	<input checked="" type="checkbox"/> b) Do not use turf in densely shaded areas.	<input checked="" type="checkbox"/> e) All compacted soil must be tilled to at least 6 inches.			
	<input checked="" type="checkbox"/> c) Do not use turf in areas with slope of 25%				
AND/OR 2.3	Limit Conventional Turf for MID-RISE		2	2	0
	<input type="text" value="0"/> Percentage of designed landscape softscape area that is turf				2
AND/OR 2.4	Drought-Tolerant Plants for MID-RISE		1	1	0
	<input type="text" value="90"/> Percentage of installed plants that are drought-tolerant	<input checked="" type="checkbox"/> Both points in SS 2.3 are met ( ≤ 20% turf)			1
OR 2.5	Reduce Overall Irrigation Demand by at Least 20% for MID-RISE		3	0	3
	<input type="text"/> Percentage reduction in estimated irrigation water demand	(calculate)			0

<b>3. Reduce Local Heat Island Effects</b>					
3.1	Reduce Site Heat Island Effects for MID-RISE (meet one)		1	0	0
	<input checked="" type="checkbox"/> a) Locate trees / plantings to provide shade for 50% of hardscapes	<input type="checkbox"/> b) Install light-colored, high-albedo materials for 50% of sidewalks, patios, and driveways			0
3.2	Reduce Roof Heat Island Effects for MID-RISE (meet one)		1	1	0
	<input checked="" type="checkbox"/> a) Install roof with high albedo materials on 75% of roof area	<input type="checkbox"/> c) Install combination of high albedo and vegetated roof			0
	<input type="checkbox"/> b) Install a vegetated roof for at least 50% of roof area				

<b>4. Surface Water Management</b>					
4.1	Permeable Lot for MID-RISE		2	0	0
	<input type="text"/> vegetative landscape				
	<input type="text"/> permeable paving				
	<input type="text"/> impermeable surfaces directed to on-site infiltration features				
	<input type="text"/> other impermeable surfaces				
4.2	Permanent Erosion Controls (meet one of the following)		1	1	0
	<input type="checkbox"/> a) For portions of lot on steep slope, use terracing and retaining walls	<input checked="" type="checkbox"/> b) Plant trees, shrubs, or groundcover			
4.3	Stormwater Quality Control for MID-RISE (meet one of the following)		2	0	0
	<input type="checkbox"/> a) Stormwater mgmt plan designed in accordance with state or local program	<input type="checkbox"/> b) In-field performance monitoring data to demonstrate compliance			

<b>5. Nontoxic Pest Control</b>					
5	Pest Control Alternatives (meet any of the following, 1/2 pt each)		2	2	0
	<input type="checkbox"/> a) Keep all exterior wood at least 12" above soil	<input type="checkbox"/> e) In 'moderate' to 'very heavy' termite risk areas:			
	<input checked="" type="checkbox"/> b) Seal external cracks, joints, etc. with caulking and install pest-proof screens	<input type="checkbox"/> i) Treat all cellulosic material with borate product to 3' above foundation			
	<input checked="" type="checkbox"/> c) Include no wood-to-concrete connections, or separate connections with dividers	<input type="checkbox"/> ii) Install sand or diatomaceous earth barrier			
	<input checked="" type="checkbox"/> d) Install landscaping so mature plants are 24" from home	<input type="checkbox"/> iii) Install steel mesh barrier termite control system			
		<input type="checkbox"/> iv) Install non-toxic termite bait system			
		<input type="checkbox"/> v) Use noncellulosic wall structure			
		<input checked="" type="checkbox"/> vi) Use solid concrete foundation walls or pest-proof masonry wall design			

6. Compact Development			
6.1	Moderate Density for MID-RISE	2	0 0
	<input type="text" value="347"/> # of total units on the lot <input type="text" value="2.2"/> lot size (acres) <input type="text" value="157.7"/> density (units/acre)		0
OR 6.2	High Density for MID-RISE	3	0 0
OR 6.3	Very High Density for MID-RISE	4	4 0
7. Alternative Transportation			
7.1	Public Transit for MID-RISE (meet one of the following)	2	1 0
	<input checked="" type="checkbox"/> a) Within 1/2 mile of transit services providing 30 rides per weekday <input type="checkbox"/> b) Within 1/2 mile of transit services providing 60 rides per weekday		0
7.2	Bicycle Storage for MID-RISE	1	1 0
	<input type="text" value="95"/> secure, covered storage capacity (# of bicycles)		0
7.3	Parking Capacity/Low-Emitting Vehicles for MID-RISE (meet one)	1	1 0
	<input type="checkbox"/> a) Provide low-emitting, fuel efficient vehicles for 3% of the total parking capacity <input type="checkbox"/> d) Size parking to not exceed min zoning req'ts, AND <input type="checkbox"/> e) Provide no new parking		0
	<input checked="" type="checkbox"/> b) 5% of total capacity is preferred parking spots for low-emitting vehicles <input type="checkbox"/> Provide infrastructure to facilitate shared vehicle usage		
	<input type="checkbox"/> c) Alternative-fuel refueling stations for 3% of total vehicle capacity		
Water Efficiency (WE) (Minimum 3 WE Points Required) Max: 15 Y:9 M:2 Notes Final: 0			
1. Water Reuse			
1	Water Reuse for MID-RISE	5	0 0
	<input type="text" value="0%"/> of total water demand offset by water reuse strategies (mark any/all strategies adopted)		0
	<input type="checkbox"/> Rainwater harvesting <input type="checkbox"/> Graywater reuse <input type="checkbox"/> Municipal recycled water		
2. Irrigation System			
2.1	High-Efficiency Irrigation System for MID-RISE (meet any, 0.5 pt each)	2	2 0
	<input type="checkbox"/> a) Irrigation system designed by EPA Water Sense certified professional <input checked="" type="checkbox"/> g) Install timer or controller for each watering zone <input checked="" type="checkbox"/> h) Install pressure-regulating devices <input checked="" type="checkbox"/> i) High-efficiency nozzles with distribution uniformity of at least 0.70. <input checked="" type="checkbox"/> j) Install check valves in heads <input checked="" type="checkbox"/> k) Install moisture sensor or rain delay controller <input type="checkbox"/> l) Third-party inspection of irrigation system		0
	<input checked="" type="checkbox"/> b) Irrigation system with head-to-head coverage <input type="checkbox"/> c) Install central shut-off valve <input checked="" type="checkbox"/> d) Install submeter for the irrigation system <input checked="" type="checkbox"/> e) Use drip irrigation for 50% of planting beds <input type="checkbox"/> f) Create separate zones for each type of bedding		
OR 2.2	Reduce Overall Irrigation Demand by at Least 45% for MID-RISE	2	0 2
	<input type="text" value="0%"/> Percentage reduction in estimated irrigation water demand (see SS 2.5)		0
3. Indoor Water Use			
3.1	High-Efficiency Fixtures and Fittings (meet any of the following, 1 pt each)	3	1 0
	<input type="checkbox"/> a) Average flow rate of lavatory faucets is ≤ 2.00 gpm <input type="checkbox"/> b) Average flow rate for all showers is ≤ 2.00 gpm per stall <input checked="" type="checkbox"/> c) Average flow rate for all toilets is ≤ 1.30 gpf; OR <input type="checkbox"/> Toilets are dual-flush; OR <input type="checkbox"/> Toilets meet the EPA Water Sense specification		0
3.2	Very High-Efficiency Fixtures and Fittings (meet any, 2 pts each)	6	4 0
	<input checked="" type="checkbox"/> a) Average flow rate of lavatory faucets is ≤ 1.50 gpm; OR <input type="checkbox"/> Lavatory faucets meet the EPA Water Sense specification <input checked="" type="checkbox"/> b) Average flow rate for all showers ≤ 1.75 gpm per stall <input type="checkbox"/> c) Average flow rate for all toilets is ≤ 1.10 gpf		0
3.3	Water Efficient Appliances for MID-RISE (meet any of following, 1 pt each)	2	2 0
	<input checked="" type="checkbox"/> a) Water-efficient clothes washers with MEF ≥ 2.0 and WF < 5.5 <input checked="" type="checkbox"/> b) ENERGY STAR dishwasher(s) that use ≤ 6.0 gallons per cycle		0
Energy & Atmosphere (EA) (Minimum 0 EA Points Required) Max: 38 Y:3 M:2 Notes Final: 0			
1. Optimize Energy Performance in Mid-rise Buildings			
1.1	Minimum Energy Performance for MID-RISE (meet all of the following)	Prereq.	
	<input checked="" type="checkbox"/> Meets mandatory prov. of ASHRAE Std. 90.1-2004, Sec. 5.4, 6.4, 7.4, 8.4, 9.4, 10.4 <input checked="" type="checkbox"/> EPA Multifamily Simulation Guidelines incorporated into modeling methodology <input checked="" type="checkbox"/> Achieve 15% energy cost savings compared to ASHRAE Std. 90.1-2007, Appendix G <input checked="" type="checkbox"/> Energy model submitted and reviewed by USGBC		
1.2	Testing and Verification for MID-RISE (meet one of the following)	Prereq.	
	<input type="checkbox"/> Use EPA MFHR Testing & Verification Protocols <input checked="" type="checkbox"/> Use Alternative Compliance Path, Option 2		
1.3	Optimize Energy Performance for MID-RISE	34	2 2
	<input type="text" value="15.0%"/> % energy cost savings compared with ASHRAE 90.1-2007		0
7. Water Heating			
7.1	Efficient Hot Water Distribution System (meet one of the following)	2	0 0
	<input type="checkbox"/> a) Structured plumbing system <input type="checkbox"/> b) Central manifold distribution system <input type="checkbox"/> c) Compact design of conventional system		0
7.2	Pipe Insulation	1	0 0
			0
11. Residential Refrigerant Management			
11.1	Refrigerant Charge Test	Prereq.	
11.2	Appropriate HVAC Refrigerants (meet one of the following)	1	1 0
	<input type="checkbox"/> a) Use no refrigerants <input type="checkbox"/> c) Use refrigerants that complies with global warming potential equation <input checked="" type="checkbox"/> b) Use non-HCFC refrigerants		0



<b>5. Local Exhaust</b>					
<b>5.1</b>	<input checked="" type="checkbox"/> Basic Local Exhaust for MID-RISE (meet all of the following)	<i>Prereq.</i>			
	<input checked="" type="checkbox"/> a) In-unit bathrooms and kitchens meet ASHRAE 62.2-2007 air flow requirements	<input checked="" type="checkbox"/> d) ENERGY STAR labeled bathroom exhaust fans OR			
	<input checked="" type="checkbox"/> b) Fans and ducts designed and installed to ASHRAE Std. 62.2	<input type="checkbox"/> Multi-port bathroom exhaust systems installed			
	<input checked="" type="checkbox"/> c) Air exhausted to outdoors through roof or outside wall	<input checked="" type="checkbox"/> e) Common bathrooms and kitchens meet ASHRAE 62.1-2007 air flow requirements			
<b>5.2</b>	Enhanced Local Exhaust (meet one of the following)	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>
	<input type="checkbox"/> a) Occupancy sensor	<input type="checkbox"/> c) Automatic timer tied to switch to operate fan for 20+ minutes post-occupancy			
	<input type="checkbox"/> b) Automatic humidistat controller	<input checked="" type="checkbox"/> d) Continuously operating exhaust fan			
<b>5.3</b>	Third-Party Performance Testing for MID-RISE	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>
<b>6. Distribution of Space Heating and Cooling</b>					
<b>6.1</b>	Room-by-Room Load Calculations	<i>Prereq.</i>			
<b>6.2</b>	Return Air Flow / Room-by-Room Controls (meet one of the following)	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>
	A. Forced-Air Systems	B. Nonducted HVAC Systems			
	<input type="checkbox"/> a) Return air opening of 1 sq. inch per cfm of supply	<input type="checkbox"/> Flow control valves on every radiator			
	<input type="checkbox"/> b) Limited pressure differential between closed room and adjacent spaces	<input type="checkbox"/> Radiant floor system with thermostatic controls in every room			
<b>6.3</b>	Third-Party Performance Test / Multiple Zones (meet one of the following)	<b>2</b>	<b>0</b>	<b>2</b>	<b>0</b>
	A. Forced-Air Systems	B. Nonducted HVAC Systems			
	<input type="checkbox"/> Have supply air flow rates in each room tested and confirmed	<input type="checkbox"/> Install at least two distinct zones with independent thermostat control			
<b>7. Air Filtering</b>					
<b>7.1</b>	Good Filters	<i>Prereq.</i>			
<b>7.2</b>	Better Filters	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>
OR	<b>7.3</b> Best Filters	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>8. Contaminant Control</b>					
<b>8.1</b>	Indoor Contaminant Control during Construction	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>8.2</b>	Indoor Contaminant Control for MID-RISE (meet any of following, 1 pt each)	<b>2</b>	<b>1</b>	<b>1</b>	<b>0</b>
	<input type="checkbox"/> a) Install permanent walk-off mats for each unit	<input type="checkbox"/> b) In each unit, design shoe removal and storage space near primary entryway			
	<input checked="" type="checkbox"/> Install central entryway system	<input type="checkbox"/> c) In each unit, install central vacuum system with exhaust to outdoors			
<b>8.3</b>	Preoccupancy Flush	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>9. Radon Protection</b>					
<b>9.1</b>	Radon-Resistant Construction in High-Risk Areas	<i>Prereq.</i>			
<b>9.2</b>	Radon-Resistant Construction in Moderate-Risk Areas	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>10. Garage Pollutant Protection</b>					
<b>10.1</b>	No HVAC in Garage	<i>Prereq.</i>			
<b>10.2</b>	Minimize Pollutants from Garage for MID-RISE (meet all of the following)	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>
	a) In conditioned spaces above garage:	c) Vestibule to provide airlock between garage and adjacent spaces; OR			
	<input checked="" type="checkbox"/> Seal all penetrations and connecting floor and ceiling joist bays	<input checked="" type="checkbox"/> Provide self-closing doors and deck-to-deck partitions			
	b) In conditioned spaces next to garage	<input checked="" type="checkbox"/> d) Continuous exhaust in garage			
	<input checked="" type="checkbox"/> Weather-strip all doors				
	<input checked="" type="checkbox"/> Carbon monoxide detectors in rooms that share a door with garage				
	<input checked="" type="checkbox"/> Seal all penetrations and cracks at the base of walls				
OR	<b>10.3</b> Detached Garage or No Garage	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>11. Environmental Tobacco Smoke Control</b>					
<b>11</b>	Env. Tobacco Smoke Reduction for MID-RISE (meet part (a) or (b) below)	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>
	a) Reduce smoke exposure and transfer (1/2 point)	b) Prohibit smoking throughout the building (1 points)			
	<input type="checkbox"/> Prohibit smoking in all common areas	<input checked="" type="checkbox"/> Prohibit smoking within living units			
	<input type="checkbox"/> Any exterior smoking areas are > 25 ft from entries, air intakes, windows	<input type="checkbox"/> Prohibit smoking in all common areas of the building			
	<input type="checkbox"/> Prohibit on-property smoking within 25 feet of entries, intakes, windows	<input checked="" type="checkbox"/> Any exterior smoking areas are > 25 ft from entries, air intakes, windows			
	<input type="checkbox"/> Prohibitions communicated through lease agreements, CC&Rs, signage	<input checked="" type="checkbox"/> Prohibitions communicated through lease agreements, CC&Rs, signage			
<b>12. Compartmentalization of Units</b>					
<b>12.1</b>	Compartmentalization of Units (meet both of the following)	<i>Prereq.</i>			
	<input checked="" type="checkbox"/> a) Air-seal and/or weather-strip all walls, chases, doors, windows, etc.	<input checked="" type="checkbox"/> b) Demonstrate minimal leakage of 0.30 CFM50 per square foot of enclosure			
<b>12.2</b>	Enhanced Compartmentalization of Units	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>
<b>Awareness &amp; Education (AE) (Minimum 0 AE Points Required)</b>					
		<b>Max: 3</b>	<b>Y:2</b>	<b>M:1</b>	<b>Notes</b> <b>Final: 0</b>
<b>1. Education of the Homeowner or Tenant</b>					
<b>1.1</b>	Basic Operations Training (meet both of the following)	<i>Prereq.</i>			
	<input checked="" type="checkbox"/> a) Operations and training manual	<input checked="" type="checkbox"/> b) One-hour walkthrough with occupant(s)			
<b>1.2</b>	Enhanced Training	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>
<b>1.3</b>	Public Awareness (meet three of the following)	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>
	<input checked="" type="checkbox"/> a) Open house on at least four weekends	<input type="checkbox"/> c) Newspaper article on the project			
	<input checked="" type="checkbox"/> b) Website about features and benefits of LEED homes	<input checked="" type="checkbox"/> d) Display LEED signage on the exterior of the home			
<b>2. Education of the Building Manager</b>					
<b>2</b>	Education of the Building Manager (meet both of the following)	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>
	<input checked="" type="checkbox"/> a) Operations and training manual	<input checked="" type="checkbox"/> b) One-hour walkthrough with building manager			



Yes	Likely	Unlikely	No
81.0	7.0	14.0	58.0

Adjusted Certification Thresholds: Certified 36.5 pts Silver 51.5 pts Gold 66.5 pts Platinum 81.5

**General Project Tasks**

		Responsibility	Action Items
1	Project Schedule - Green Rater Site Visits	Rushing / Exxel	12.17 - Rushing to perform 3 to 4 Green Rater site visits: (a) Before ground breaking; (b) Pre-Drywall in 2 diff stages; (c) After finishes. Exxel: Provide construction schedule to Rushing - received
2	Sampling Plan/Process	Rushing / Exxel	12.17 - Sampling process reviewed Rushing & Exxel: Develop Sampling Plan Exxel: provide description of QA procedures
3	Specification Review	Rushing	12.17 - Rushing: Prior to construction, review LEED strategies typically included in specs with Exxel

Yes	Likely	Unlikely	No
6	0	2	3

**Innovation & Design Process (ID)**

		Responsibility	Action Items
<b>1. Integrated Project Planning</b>			
1.1 Pr	Preliminary Rating	-	Completed - December 17th, 2:30-4:30pm @ CG offices
1.2 Pr	Energy Expertise for MID-RISE	Exxel	12.17 - Exxel to determine energy model team. Emerald Aire provided scope but may not have experience with LEED for Homes modeling. Rushing also provided scope and fee. 1.23-Emerald Aire to execute.
1.3 Cr	Professional Credentialed with LEED for Homes	-	REQ LEED for Homes accreditation professional on project team.
1.4 Cr	Design Charretts	-	12.17 - Will pursue if needed.
1.6 Cr	Trades Training for MID-RISE	Rushing / Exxel	REQ: 8 hours total of training: Plumbing, Mechanical, Insulation subs Exxel to consider - Rushing to provide fee for add'l scope Included in Rushing's scope.
<b>2. Quality Management for Durability</b>			
2.1 Pr	Durability Planning	CMA / Exxel CG	CMA: Complete the Durability Evaluation Form with the LEED for Homes Checklist (see Tab at bottom) - reference "Sample Durability Strategies" document under the "Guidance Docs" tab CMA, Exxel, CG: Coordinate durability strategies to pursue. Need 18 total strategies. In progress CMA: Integrate strategies into spec
2.2 Pr	Durability Management	Rushing	Rushing to provide third party durability mgmt verification per Credit 2.3 below
2.3 Cr	Third-Party Durability Management Verification	Rushing	Rushing to provide third party durability mgmt verification
<b>3. Innovation or Regional Design</b>			
3.1 Cr	LLc6.3 Outstanding Community Resources for MID-RISE	Rushing	12.17 - 28 Services per 0.25 miles Rushing: Verify credit achievement. 12.30 - Credit confirmed, Moved Credit from 'Likely' to 'Yes'
3.2 Cr	ID Green Power & Carbon Offsets	-	12.17 - This is buying RECs. Will wait until the end of project to purchase. May not be necessary.
3.3 Cr	LLpc8 Street Network	Rushing	12.17 - 90 intersections per square mile Rushing: Verify credit achievement. 12.30 - Credit not achievable. There are less than 90 intersections within a .25 radius of project site. Credit moved from 'Likely' to 'No.'
3.4 Cr	Certified Wildlife Habitat	Rushing PacLand	Rushing: Send reqs to PacLand - Completed. PacLand: Verify achievability. 01.08 - Difficult to achieve with CityCenter Design Guidelines to meet this credit. Not going to be pursued.

Yes	Likely	Unlikely	No
9	0	1	0

**Location and Linkages (LL)**

		Responsibility	Action Items
<b>2. Site Selection</b>			
2 Cr	Site Selection	-	12.17 - Site meets requirements
<b>3. Preferred Locations</b>			
3.2 Cr	Infill	-	12.17 - Site meets requirements
3.3 Cr	Brownfield Redevelopment for MID-RISE	Exxel / CG	12.17 - City was monitoring. No contamination from site but runoff from adjacent properties. Phase 1 was completed, not Phase 2. Not compliant.
<b>4. Infrastructure</b>			
4 Cr	Existing Infrastructure	-	12.17 - Site meets requirements
<b>5. Community Resources/Transit</b>			
Cr 5.3	Outstanding Community Resources for MID-RISE	Rushing	REQ: 14 Services per 1/2 mile Rushing: Verify credit achievement - 12.30 Confirmed.
<b>6. Access to Open Space</b>			
6.1 Cr	Access to Open Space	Rushing	REQ: w/in 1/2 mile of 3-4 acres of open space 12.17 - Convention center plaza and bike path? Rushing: Investigate credit achievement. 12.30 - Confirmed - Lynnwood Heritage Park.

Yes	Likely	Unlikely	No
16	0	0	4

**Sustainable Sites (SS)**

		Responsibility	Action Items
<b>1. Site Stewardship</b>			
1.1 Pr	Erosion Controls During Construction	CG	12.17 - Typ construction measures meet reqs.
1.2 Cr	Minimize Disturbed Area for MID-RISE	-	12.17 - Building meets req's - on site w/ density of > 40 units/acre
<b>2. Landscaping</b>			
2.1 Pr	No Invasive Plants	PacLand	12.17 - PacLand confirmed - no invasive plants in landscape design.
2.2 Cr	Basic Landscaping Design	PacLand	12.17 - PacLand confirmed - no turf on site.
2.3 Cr	Limit Conventional Turf for MID-RISE	PacLand	12.17 - PacLand confirmed - no turf on site.
2.4 Cr	Drought-Tolerant Plants for MID-RISE	PacLand	12.17 - PacLand confirmed - 90% of site drought tolerant, based on coverage.
<b>3. Reduce Local Heat Island Effects</b>			
3.2 Cr	Reduce Roof Heat Island Effects for MID-RISE	Exxel / CMA	12.17 - Confirmed achievable Flat roof with membrane.
<b>4. Surface Water Management</b>			
4.2 Cr	Permanent Erosion Controls	Rushing PacLand	12.17 - Will meet if only applicable to steep slopes Rushing: Send team detailed credit requirements 12.30 - Credit can be met two ways: (1) Terracing and/or retaining wall on steep slopes OR (2) plant 1 tree, 4 5-gallon shrubs, 10 2-gallon shrubs, or 50 sqft of groundcover per 500 sqft of disturbed soil (i.e. 190 trees). PacLand to determine whether credit achievable 01.08 - Project meets 2nd credit criteria through ground cover planted through as well as trees and shrubs per the req. Moved Credit from 'unlikely' to 'yes.'
<b>5. Nontoxic Pest Control</b>			
5.1 Cr	Pest Control Alternatives	CG / Exxel CMA	12.17 - Confirmed - review requirements and implement.
<b>6. Compact Development</b>			
6.3 Cr	Very High Density for MID-RISE	Rushing	12.17 - Project meets high density
<b>7. Alternative Transportation</b>			
7.1 Cr	Public Transit for MID-RISE	Rushing	12.17 - Site meets requirements R1 100 through Community Transit.
7.2 Cr	Bicycle Storage for MID-RISE	CMA / Exxel	12.17 - 95 secure, covered bike storage CMA: Will put 95 stalls in the garage 12.17 - Most commonly pursued: reserved spaces
7.3 Cr	Parking Capacity/Low-Emitting Vehicles for MID-RISE	CMA / Exxel	CMA: Indicate 14 reserved spaces on plans (nearest to garage, elevator entries, 2nd to ADA spaces)

Yes	Likely	Unlikely	No		Responsibility	Action Items
9	0	0	5		<b>Water Efficiency (WE)</b>	
					<b>2. Irrigation System</b>	
	2			2.1 Cr	High Efficiency Irrigation System for MID-RISE	PacLand 12.17 - Confirmed to be pursued.
					<b>3. Indoor Water Use</b>	
	1			3.1 Cr	High-Efficiency Fixtures & Fittings	Exxel / CMA 12.17 - Confirmed achievable - install 1.28 gpf toilets.
	4			3.2 Cr	Very High Efficiency Fixtures & Fittings	Exxel / CMA 12.17 - Confirmed achievable - install 1.5 gpm faucets + 1.75gpm showerheads.
	2			3.3 Cr	Water Efficiency Appliances for MID-RISE	Exxel / CMA 12.17 - Confirmed achievable - install clothes washer and dishwasher per credit requirements

Yes	Likely	Unlikely	No		Responsibility	Action Items
3	2	4	33		<b>Energy &amp; Atmosphere (EA)</b>	
					<b>1. Optimize Energy Performance in MID-RISE Buildings</b>	
	Y			1.1 Pr	Minimum Energy Performance for MID-RISE	TBD / Exxel See EAc1.3 for full notes Alternative Compliance Path Option 2 Emerald Aire to perform Cx Exxel/CMA: Include Thermal Enclosure and Cx in spec. Rushing: Send EApt.2 info to team - completed. 12.17 - Exxel to determine who will conduct energy modeling. Energy Modeler: run preliminar model to determine percentage savings and confirm we meet prerequisites saving %. Completed.
	Y			1.2 Pr	Testing and Verification for MID-RISE	Emerald Aire / Exxel Systems: Base board heating // split system heat pumps // High efficiency boilers // trickle vents // whole house fans 2 speed-switched // Pool // De-humidifier reject heat into pool 1.28 - Emerald Aire to perform Energy Modeling. Will meet prerequisite savings.
	2	2	4	30	1.3 Cr	Optimize Energy Performance for MID-RISE
					<b>11. Refrigerant Management Use</b>	
	Y			11.1 Pr	Refrigerant Charge Test	Emerald Aire 12.17 - Confirmed to be pursued.
	1			11.2 Cr	Appropriate HVAC Refrigerants	Emerald Aire 12.17 - Confirmed to be pursued.

Yes	Likely	Unlikely	No		Responsibility	Action Items
9	3	2	2		<b>Materials &amp; Resources (MR)</b>	
					<b>1. Material-Efficient Framing</b>	
	Y			1.1 Pr	Framing Order Waste Factor	Exxel / CMA 12.17 - Confirmed to be pursued.
	1			1.2 Cr	Detailed Framing Documents	Exxel / CMA 12.17 - Confirmed - put within Framing Plans
	1			1.3 Cr	Detailed Cut List and Lumber Order	Exxel / CMA 12.17 - Confirmed
	1		2	1.4 Cr	Framing Efficiencies	Exxel / CMA 12.17 - Advanced framing - confirmed pre-cut framing packages achievable
					<b>2. Environmentally Preferable Products</b>	
	Y			2.1 Pr	FSC Certified Tropical Wood	Exxel / CMA 12.17 - Include language in specs/ bid docs. Rushing: Send language for letter to subs - completed. Exxel: check recycled content and location of production of cement and aggregate; green label of carpet; green seal paint; low VOC paints, coatings, sealants and adhesives; and any other possible point achievements. 02.03 - Exxel to have point person on-site to ensure the above is met.
	3	3	2	2.2 Cr	Environmentally Preferable Products	Exxel
					<b>3. Waste Management</b>	
	Y			3.1 Pr	Construction Waste Management Planning	Exxel 12.17 - Confirmed
	3			3.2 Cr	Construction Waste Reduction	Exxel 12.17 - per Exxel, 88% should not be difficult to achieve

Yes	Likely	Unlikely	No		Responsibility	Action Items
7	1	5	9		<b>Indoor Environmental Quality (EQ)</b>	
					<b>2. Combustion Venting</b>	
	Y			2.1 Pr	Basic Combustion Venting Measures for MID-RISE	- 12.17 - Confirmed
					<b>4. Outdoor Air Ventilation</b>	
	Y			4.1 Pr	Basic Outdoor Air Ventilation for MID-RISE	Emerald Aire 12.17 - Confirmed
					<b>5. Local Exhaust</b>	
	Y			5.1 Pr	Basic Local Exhaust for MID-RISE	Emerald Aire 12.17 - Confirmed
	1			5.2 Cr	Enhanced Outdoor Air Ventilation for MID-RISE	Emerald Aire 12.17 - Confirmed TBD / Exxel 12.17 - Pursue if needed. Emerald Aire & Rushing: Provide costing/fees to Exxel. Currently not being pursued.
	1			5.3 Cr	Third-Party Performance Testing for MID-RISE	Emerald Aire / Rushing
					<b>6. Distribution of Space Heating and Cooling</b>	
	Y			6.1 Pr	Room-by-Room Load Calculations	Emerald Aire 12.17 - Confirmed
		1		6.2 Cr	Return Air Flow / Room-by-Rooms Controls	Emerald Aire 12.17 - Not pursuing
		2		6.3 Cr	Third-Party Performance Test / Multiple Zones	Emerald Aire 12.17 - Not pursuing. Cost add
					<b>7. Air Filtering</b>	
	Y			7.1 Pr	Good Filters	Emerald Aire 12.17 - CORRECTION from meeting. MERV 8 filters ARE required for air handlers if present for common spaces Check credit requirements for details - Completed.
					<b>8. Contaminant Control</b>	
	1			8.1 Cr	Indoor Contaminant Control during Construction	Exxel 12.17 - Exxel to adhere to construction IAQ practices per credit req
	1		1	8.2 Cr	Indoor Contaminant Control for MID-RISE	CMA 12.17 - Walk-off mat 10' long at main entries into building.
		1		8.3 Cr	Preoccupancy Flush	- 12.17 - Not currently pursuing unless needed.
					<b>9. Radon Protection</b>	
	Y			9.1 Pr	Radon-Resistant Construction in High-Risk Areas	CMA 12.17 - n/a, in Radon Zone 3
	1			9.2 Cr	Radon-Resistant Construction in Moderate-Risk Areas	CMA 12.17 - Achieve simply by being in Radon Zone 3
					<b>10. Garage Pollutant Protection</b>	
	Y			10.1 Pr	No HVAC in Garage	- 12.17 - Confirmed
	2			10.2 Cr	Minimize Pollutants from Garage for Mid-Rise	Emerald Aire 12.17 - Emerald Aire: Confirm all credit reqs, especially CO detectors in rooms that share a door with garage. Completed.
					<b>11. Environmental Tobacco Smoke Control</b>	
	1			11.1 Cr	Env. Tobacco Smoke Reduction for MID-RISE	CityCenter LLC 12.17 - No Smoking policy within lease agreement.
					<b>12. Compartmentalization of Units</b>	
	Y			12.1 Pr	Compartmentalization of Units	Exxel / Rushing 12.17 - Unit by unit blower door testing
		1		12.2 Cr	Enhanced Compartmentalization of Units	- 12.17 - Not necessary to pursue unless other credits are lost

Yes	Likely	Unlikely	No		Responsibility	Action Items
2	1	0	0		<b>Awareness &amp; Education (AE)</b>	
					<b>1. Education of Homeowner or Tenant</b>	
	Y			1.1 Pr	Basic Operations Training	Exxel 12.17 - Confirmed pursuit
	1			1.2 Cr	Enhanced Training	- 12.17 - Not necessary to pursue unless other credits are lost
	1			1.3 Cr	Public Awareness	CityCenter LLC 12.17 - Confirmed pursuit
					<b>2. Education of the Building Manager</b>	
	1			2.1 Cr	Education of the Building Manager	Exxel 12.17 - Confirmed pursuit