RESOLUTION 2015-07

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

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 196th Street SW and 37th 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 Canddle 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 LYNWOOD 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 LYNWOOD, WASHINGTON, this 13th day of April, 2015.

APPROVED:

Nicola Smith, Mayor
ATTEST/AIDSIFICATED:

[Signature]

Art Ceniza, Interim Finance Director
And City Clerk

APPROVED AS TO FORM:

[Signature]

Rosemary Larson, City Attorney

PASSED BY COUNCIL: 04/13/2015
RESOLUTION NO.: 2015-07
Exhibit A
CityCenter Apartments Development Agreement
DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF LYNNWOOD
AND CITYCENTER APARTMENTS, LLLP, FOR THE
CITYCENTER APARTMENTS DEVELOPMENT

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."

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 196th 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").
H. On February 13, 2015 the Developer submitted an application for Building Permit.

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

J. 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 this Development Agreement ("Agreement") for the Project.

SECTION 1. GENERAL PROJECT DESCRIPTION

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

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

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

a) The “City” is the City of Lynnwood, 19100 44th Avenue West, Lynnwood Washington 98046.

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

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

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

SECTION 2. AGREEMENT

Development Agreement – CityCenter Apartments, LLLP
To carry out the language and intent of LMC 3.105.080.A.1.e and LMC 3.82.080.A, the parties agree as follows:

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

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

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

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

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

2.1.3 **Developer Default.** The Developer shall be deemed to be in default of Section 2.1 of this Agreement if, as determined by the City, (i) work on the Project is not progressing substantially toward completion of the Project, or the Project has been abandoned by the Developer, and (ii) Developer fails to cure such default within sixty (60) days of City's written notice to Developer of the default ("Default"). Notwithstanding the foregoing, if work on the Project is not progressing substantially due to circumstances beyond Developer's control, such as acts of terrorism, war, floods, earthquake or fire, Developer shall be permitted a reasonable extension of time to complete the work. In the case of a Default, City may pursue the remedies set forth in Paragraph 2.1.4 below.
2.1.4 City's Remedies. If Developer is in Default and fails to cure such Default per Section 2.1.3 above, or if the TrIF exemption expires under Section 2.1.2 above, then the City shall be owed by the Developer the full amount of the Transportation Impact Fee waived per Exhibit B, plus interest calculated at the Federal Discount Rate plus one-half of one percent per annum from the date of building permit issuance for the Project, prior to receiving Certificate of Occupancy for the Project. In the case of Default for an abandoned or expired Project, a new Transportation Impact Fee must be calculated and paid if the same Project or any other development on the Property is to occur. In that event, any TrIF Exemption under LMC 3.105.080A.1 will require a new application to the City. The City shall have all other remedies at law or in equity, including, without limitation, the award of damages.

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

A. The Developer submitted a complete Multiple-Unit Housing Property Tax Exemption application on January 16, 2015, prior to application for building permit pursuant to LMC 3.82.070.

B. The Developer agrees to construct on the Property at least 50 new multi-family residential housing units substantially as described above, on Exhibit C attached hereto, and in the March 2, 2015 approved Project Design Review, subject to all conditions on and requirements for that approval.

C. The proposed multiple-unit housing units in the Project must be constructed to standards established for condominium construction or better, must be provided for permanent residential occupancy, as defined in LMC 3.82.030(E), and The Project shall be designed to meet the LEED™ Silver Standard as established by the U.S. Green Building Council (USGBC). See Exhibit E, attached hereto. Such housing shall be of high quality and finish materials appropriate to the design standards in the City Center Sub-Area Plan. The intention for the exterior design and materials is demonstrated by the approved Project Design Review and the intention for the interior design and materials are demonstrated by the images in Exhibit D to this Agreement.

D. The City agrees to issue the Developer a Conditional Certificate of Acceptance of Tax Exemption upon execution of this Agreement by both parties.

E. The Developer agrees that at least twenty percent of the multi-family housing units will meet affordability requirements qualifying for 12 successive years of exemption from ad valorem property taxation in accordance with RCW 84.14.020, beginning January 1st of the year immediately following the calendar year after issuance of the Final Certificate of Tax Exemption. The tax exemption does not apply to the value of the land or the value of improvements not qualifying under LMC 3.82, nor does the tax exemption apply to increases in assessed valuation of land or non-qualifying improvements. Only that portion of the space designated for multiple-unit housing shall be eligible for the tax exemption provided for in this Agreement.

F. The Developer agrees to complete construction of the Project within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption pursuant to LMC 3.82.080, or within any extension thereof granted by
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
e. Documentation of the income of each renter household at the time of initial occupancy; and
f. Documentation showing that at least twenty percent of the units were and are being rented as affordable housing units to low and moderate income households as defined in RCW 84.14.010 and in compliance with RCW 84.14.020; and
g. Any additional information requested by the City relating to the Property receiving or the continued qualification for the tax exemption under this Agreement.

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

K. The Developer agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City.

L. If the Developer converts to another use any of the new residential housing units constructed under this Agreement or if the Developer discontinues compliance with the affordable housing requirements, the Developer shall notify the City’s Community Development Director and the Snohomish County Assessor within 60 days of the change in use or discontinuance. (See also Section 2.3 Cancellation of Multiple-Unit Housing Property Tax Exemption below).

M. The Developer agrees to notify the City promptly of any transfer of Developer’s ownership interest in the Property or in the improvements made to the Property under this Agreement.

N. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Developer, its successors and/or assigns, fail to comply with any of the terms and conditions of this Agreement or for any reasons authorized by Chapter 3.82 LMC or Chapter 84.14 RCW. Cancellation of the Final Certificate of Tax Exemption may subject the Developer to potential tax liability as further described in RCW 84.14.

O. The Developer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this Agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. Developer further acknowledges its awareness and understanding of the process implemented by the Snohomish County Assessor’s Office for the appraisal and assessment of property taxes. Developer agrees that the City is not responsible for the property value assessment imposed by Snohomish County.

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

Development Agreement – CityCenter Apartments, LLP

Page 6 of 40
multiple-unit housing to another use or to discontinue compliance with the affordable housing
requirements, the Developer shall notify the Community Development Director and the
Snohomish County Assessor within 60 days of the change in use or intended discontinuance.
Upon such change in use, the tax exemption shall be canceled and additional taxes, interest and
penalties shall be imposed pursuant to state law.

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

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

SECTION 3. MISCELLANEOUS

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

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

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

CITY:

City of Lynnwood
Director, Community Development

AND TO:

Rosemary Larson
Lynnwood City Attorney
By Mail: P.O. Box 5008  
P.O. Box C-90016  
P.O. Box 5008  
Lynnwood, WA 98046-5008  
Bellevue, WA 98009-9016  
In Person: 4114 198th Street SW Suite 7  
777 108th Ave. NE, Suite 1900  
4114 198th Street SW Suite 7  
Lynnwood, WA 98036  
Bellevue, WA 98009-9016  
By Fax: 425.771.6585  
425.635.7720  
By Fax: 425.771.6585  
DEVELOPER:  
CityCenter Apartments, LLLP  
Attn: Christopher Santoro  
By Mail: 105 Crescent Bay Drive Suite D  
Laguna Beach, CA 92651  
By Fax: 949.209.1499  
Any party may designate a different address for receiving notices hereunder by giving at least ten (10) days written notice thereof to the other parties.  

3.4  **Time of Essence.** Time is expressly declared to be of the essence of this Agreement.  

3.5  **Governing Law and Venue.** This Agreement shall be governed by and construed according to the laws of the State of Washington. Venue of any suit arising out of or related to this Agreement shall be in Snohomish County, Washington.  

3.6  **Counterparts and Facsimile Transmission.** This Agreement may be executed in counterparts, all of which together shall be deemed to be one original, even if the parties have not executed the same original. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, the parties will confirm facsimile transmitted signatures by signing or original document.  

3.7  **Effective Date.** This Agreement shall be effective on the date first written above.  

3.8  **Attorneys' Fees.** The prevailing party in any lawsuit or proceeding between the parties arising out of this Agreement shall be entitled to receive from the non-prevailing party all reasonable costs and expenses of every type, including, but not limited to, mediation fees and actual attorneys' fees incurred, whether incurred in arbitration, trial, appeal or any bankruptcy or receivership proceeding.  

3.9  **Conflicts and Severability.** Developer agrees that this Agreement is subject to the requirements for the Lynnwood Multi-Family Housing Tax Exemption set forth in the Lynnwood Municipal Code, Chapter 3.82 and the Transportation Impact Fee exemption set forth
in the Lynnwood Municipal Code, Chapter 3.105. To the extent that any provision of this
Agreement conflicts with any applicable ordinance, law, or regulation, (1) the provisions of the
ordinance, law or regulation shall control; and (2) such conflict shall not affect other terms of
this Agreement which can be given effect without the conflicting term or clause, and to this end,
the terms of this Agreement are declared to be severable.

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: [Signature]
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: [Signature]
Christopher Santoro, Manager

Attest:

By: [Signature]
Art Ceniza, Interim Finance Director

Approved as to form:

By: [Signature]
Rosemary Larson, City Attorney
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 __________ )

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 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 _____ day of ________, 2015.

NOTARY
Print Name
My Commission expires:______________
EXHIBIT A

[Site Legal Description and Vicinity Map]
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 WES TERLY 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 WES TERLY 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+43.45;
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 WES TERLY 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 WES TERLY 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°48'29" EAST ALONG SAID SOUTH LINE 120.00 FEET TO THE WESTERLY LINE OF AFOREMENTIONED LOT 9;
THENCE NORTH 1°18'51" 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]
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 Hwang at:
4114 198th St SW
PO Box 5008
Lynnwood, WA
(425) 670-5272
JHwang@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

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>City Center Apartments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>37th Ave SW &amp; 198th St SW</td>
</tr>
<tr>
<td>City, State Zip:</td>
<td>Lynnwood, WA 98036</td>
</tr>
<tr>
<td>Parcel Number(s):</td>
<td>00372600700000</td>
</tr>
<tr>
<td>Estimated By:</td>
<td>Joellen Hwang</td>
</tr>
<tr>
<td>Date of Estimate:</td>
<td>3/31/2015</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Proposed Land Use Type(s)</th>
<th>Unit of Measure</th>
<th>Number of Unit(s)</th>
<th>Impact Fee Rate per Unit</th>
<th>Preliminary Impact Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Multi-Family-Under 3 Bedrooms-223</td>
<td>Dwelling</td>
<td>349.00</td>
<td>$2,604.40</td>
<td>$908,935.60</td>
</tr>
<tr>
<td>2) Select From Below</td>
<td></td>
<td>0.00</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>3) Select From Below</td>
<td></td>
<td>0.00</td>
<td>$</td>
<td>$908,935.60</td>
</tr>
</tbody>
</table>

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).

<table>
<thead>
<tr>
<th>Prior Land Use Type(s)</th>
<th>Unit of Measure</th>
<th>Number of Unit(s)</th>
<th>Impact Fee Rate per Unit</th>
<th>Preliminary Impact Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Restaurant - Fast Food (934)</td>
<td>Sq. Ft.</td>
<td>1575.00</td>
<td>$30.07</td>
<td>$47,360.25</td>
</tr>
<tr>
<td>2) Office Building/Park - (blend 710, 714)</td>
<td>Sq. Ft.</td>
<td>4444.00</td>
<td>$6.51</td>
<td>$354,430.44</td>
</tr>
<tr>
<td>3) Auto Care Center - Multiple Stores (94)</td>
<td>Sq. Ft.</td>
<td>1000.00</td>
<td>$11.74</td>
<td>$129,140.00</td>
</tr>
</tbody>
</table>

STEP #5: Total TrIF
The total TrIF amount and administrative fee shall 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

TOTAL TrIF PAYMENT ESTIMATE: $368,159.36
EXHIBIT C

[Site Plan and Renderings]
Site Plan with Streetscape & Gateway Improvements
City Center Gateway Concept
EXHIBIT D

[Condominium Construction Quality Example Images]
INTERIOR COMMON AREA EXAMPLES
INTERIOR COMMON AREA EXAMPLES
INTERIOR UNIT EXAMPLES
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,

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
## LEED for Homes Mid-rise Project Checklist

### Project Description

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

### Adjusted Certification Thresholds

<table>
<thead>
<tr>
<th>Certified</th>
<th>Gold</th>
<th>Silver</th>
<th>Platinum</th>
</tr>
</thead>
<tbody>
<tr>
<td>36.5</td>
<td>68.5</td>
<td>51.5</td>
<td>81.5</td>
</tr>
</tbody>
</table>

### Project Point Total

<table>
<thead>
<tr>
<th>Prelim</th>
<th>Final</th>
<th>Max Pts.</th>
<th>Preliminary Rating</th>
<th>Project Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>61</td>
<td>10</td>
<td>11</td>
<td>Silver</td>
<td></td>
</tr>
</tbody>
</table>

### Final Credit Category Point Totals

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>7</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>0</td>
</tr>
</tbody>
</table>

### Project Point Total: 10

### Certification Level

<table>
<thead>
<tr>
<th>Prelim</th>
<th>Final</th>
<th>Max Pts.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Silver</td>
<td>Not Certified</td>
<td></td>
</tr>
</tbody>
</table>

### Date Most Recently Updated: 12/21/2014  
Updated by: Alexandra Ramsden

---

### Innovation & Design Process (ID)

<table>
<thead>
<tr>
<th>(ID)</th>
<th>(Minimum 0 ID Points Required)</th>
<th>Max: 11</th>
<th>Y: 6</th>
<th>M: 4</th>
<th>Notes</th>
<th>Final: 0</th>
</tr>
</thead>
</table>

1. **Integrated Project Planning**

1.1 Preliminary Rating

   - Target performance tier: Silver

1.2 Energy Efficiency for Mid-RISE

1.3 Professional Credentials with Respect to LEED for Homes

   - 1 point

1.4 Design Charrette

   - 1 point

1.5 Building Orientation for Solar Design (meet all of the following)

   - a) Glazing area on north/south walls 50% greater than on east/west walls
   - b) East-west axes within 15 degrees of due east/west
   - c) At least 450 sq. ft. of south-facing roof area, oriented toward solar applications
   - d) 50% of south-facing glazing is shaded in summer, unshaded in winter

1.6 Trades Training for Mid-RISE

   - 1 point

### Quality Management for Durability

2.1 Durability Planning (meet all of the following)

   - a) Durability evaluation completed
   - b) Strategies developed to address durability issues
   - c) No carpet in kitchen, bathroom, laundry, and spa areas
   - d) No carpet within 3 ft. of each entryway
   - e) Installed drain and drain pans for clothes washers in/over living spaces; OR
   - f) No tank water heaters in/over living spaces

2.2 Durability Management (meet one of the following)

   - Builder has a quality management process in place

2.3 Third-Party Durability Management Verification

   - 0 points

### Innovative or Regional Design

3.1 Innovation 1 (rating #): 28 services in 1/4 mile

   - 1 point

3.2 Innovation 2 (rating #): Green Power - Carbon Offsets

   - 1 point

3.3 Innovation 3 (rating #): Street Network

   - 1 point

3.4 Innovation 4 (rating #): Certified Wildlife Habitat

   - 1 point

### Location & Linkages (LL)

<table>
<thead>
<tr>
<th>(Minimum 0 LL Points Required)</th>
<th>Max: 10</th>
<th>Y: 0</th>
<th>M: 0</th>
<th>Notes</th>
<th>Final: 0</th>
</tr>
</thead>
</table>

1. LEED for Neighborhood Development

   - LEED for Neighborhood Development

   - 0 points

2. Site Selection

   - Site Selection (meet all of the following)

   - 2 points

3. Preferred Locations

   - Edge Development

   - 0 points

4. Infrastructure

   - Existing Infrastructure

   - 0 points

5. Community Resources / Transit

   - Basic Community Resources for Mid-RISE (meet one of the following)

   - 0 points

---

US Green Building Council  
Page 1 of 16  
August, 2013  
Page 34 of 40
### Sustainable Sites (SS) (Minimum 5 SS Points Required)

<table>
<thead>
<tr>
<th>Max: 22</th>
<th>Y:16</th>
<th>M:3</th>
<th>Notes</th>
<th>Final: 7</th>
</tr>
</thead>
</table>

#### 1. Site Stewardship

<table>
<thead>
<tr>
<th>Erosion Controls During Construction (meet all of the following)</th>
<th>Preval.</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ STOCKPILE and protect disturbed topsoil from erosion.</td>
<td>□ PREVENT surface water from hillsides.</td>
</tr>
<tr>
<td>□ Control the path and velocity of runoff with silt fencing or equivalent.</td>
<td>□ Use tiles, erosion blankets, compost blankets, or sloped areas,</td>
</tr>
<tr>
<td>□ Protect sewer inlets, stormwater, and lakes with straw bales, silt fencing, etc.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minimum Disturbed Area for MID-RISE (meet appropriate requirements)</th>
<th>Preval.</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Develop tree / plant preservation plan with 'no-disturbance' zones</td>
<td>□ Protect stabilized areas, not including area under roof, undisturbed</td>
</tr>
<tr>
<td>□ Leave 40% of buildable lot area, not including area under roof, undisturbed</td>
<td></td>
</tr>
</tbody>
</table>

OR Where the site is previously developed, meet all the following:

| □ Develop tree / plant preservation plan with 'no-disturbance' zones AND | |
| □ Rehabilitate lot; undo soil compaction and remove invasive plants AND | |
| □ Meet the requirements of SS 2.2 | |

OR □ Build or plant a lot to achieve a density of 40 units per acre.

#### 2. Landscaping

<table>
<thead>
<tr>
<th>No Invasive Plants</th>
<th>Preval.</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Any turf must be drought-tolerant.</td>
<td>□ Add mulch or soil amendments as appropriate.</td>
</tr>
<tr>
<td>□ Do not use turf in densely shaded areas.</td>
<td>□ All compacted soil must be filled to at least 6 inches.</td>
</tr>
<tr>
<td>□ Do not use turf in areas with slope of 25%.</td>
<td></td>
</tr>
</tbody>
</table>

AND/OR □ Limit Conventional Turf for MID-RISE

<table>
<thead>
<tr>
<th>Percentage of designed landscape softscape area that is turf</th>
<th>Preval.</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ 0%</td>
<td>□ 20%</td>
</tr>
</tbody>
</table>

AND/OR □ Drought-Tolerant Plants for MID-RISE

<table>
<thead>
<tr>
<th>Percentage of installed plants that are drought-tolerant</th>
<th>Preval.</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ 90%</td>
<td>□ 80%</td>
</tr>
</tbody>
</table>

OR □ Reduce Overall Irrigation Demand by at Least 20% for MID-RISE

<table>
<thead>
<tr>
<th>Percentage reduction in estimated irrigation water demand (calculate)</th>
<th>Preval.</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ 30%</td>
<td>□ 30%</td>
</tr>
</tbody>
</table>

#### 3. Reduce Local Heat Island Effects

<table>
<thead>
<tr>
<th>Reduce Site Heat Island Effects for MID-RISE (meet one)</th>
<th>Preval.</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Locate trees / plantings to provide shade for 50% of landscapes</td>
<td>□ Install light-colored, high-albedo materials for 50% of sidewalks, patios, and driveways</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reduce Roof Heat Island Effects for MID-RISE (meet one)</th>
<th>Preval.</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Install roof with high albedo materials on 75% of roof area</td>
<td>□ Install a vegetated roof for at least 50% of roof area</td>
</tr>
</tbody>
</table>

#### 4. Surface Water Management

<table>
<thead>
<tr>
<th>Permeable Lot for MID-RISE</th>
<th>Preval.</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Vegetative landscape</td>
<td>□ Vegetative landscaping for at least 1/4 mile of 7 basic community resources</td>
</tr>
<tr>
<td>□ Permeable paving</td>
<td>□ Permeable paving for at least 1/4 mile of 7 basic community resources</td>
</tr>
<tr>
<td>□ Impervious surfaces directed to on-site infiltration features</td>
<td>□ Impervious surfaces directed to on-site infiltration features for at least 1/4 mile of 7 basic community resources</td>
</tr>
<tr>
<td>□ Other impervious surfaces</td>
<td>□ Other impervious surfaces for at least 1/4 mile of 7 basic community resources</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Permanent Erosion Controls (meet one of the following)</th>
<th>Preval.</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ For portions of lot on steep slope, use terracing and retaining walls</td>
<td>□ Plant trees, shrubs, or groundcover</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Stormwater Quality Control for MID-RISE (meet one of the following)</th>
<th>Preval.</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Stormwater management plan designed in accordance with state or local program</td>
<td>□ Use field performance monitoring data to demonstrate compliance</td>
</tr>
</tbody>
</table>

#### 5. Nontoxic Pest Control

<table>
<thead>
<tr>
<th>Pest Control Alternatives (meet any of the following, 1/2 pt each)</th>
<th>Preval.</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Keep all exterior wood at least 12&quot; above ground</td>
<td>□ In 'immoderate' to 'very heavy' termite risk areas:</td>
</tr>
<tr>
<td>□ Seal external cracks, joints, etc. with caulking and install pest-proof screens</td>
<td>□ Install seal or steel/concrete barrier every 2' above foundation</td>
</tr>
<tr>
<td>□ Include non-wood-to-concrete connections, or separate connections with dividers</td>
<td>□ Install steel mesh barrier tamale barrier system</td>
</tr>
<tr>
<td>□ Install landscaping so mature plants are 2&quot; from home</td>
<td>□ Install non-toxic termite bait system</td>
</tr>
<tr>
<td>□ Use non-terrestrial wall structure</td>
<td>□ Use solid concrete foundation walls or pest-proof masonry wall design</td>
</tr>
</tbody>
</table>
6. Compact Development
   6.1 Moderate Density for MID-RISE
      - # of total units on the lot: 347
      - Lot size (acres): 2.2
      - Density (units/acre): 157.7
   OR
   6.2 High Density for MID-RISE
      - # of total units on the lot: 3
      - Lot size (acres): 0
      - Density (units/acre): 0
   OR
   6.3 Very High Density for MID-RISE
      - # of total units on the lot: 4
      - Lot size (acres): 4
      - Density (units/acre): 4

7. Alternative Transportation
   7.1 Public Transit for MID-RISE (meet one of the following)
      - a) Within 0.5 mile of transit services providing 30 rides per weekday
      - b) Within 0.5 mile of transit services providing 60 rides per weekday
   7.2 Bicycle Storage for MID-RISE
      - # secure covered storage capacity (capacity of bicycles)
   7.3 Parking Capacity/Low-Emitting Vehicles for MID-RISE (meet one)
      - a) Provide low-emitting, fuel-efficient vehicles for 3% of the total parking capacity
      - b) Provide infrastructure to facilitate shared vehicle usage

Water Efficiency (WE) (Minimum 3 WE Points Required)

<table>
<thead>
<tr>
<th>Water Reuse</th>
<th>Max: 15</th>
<th>Y:9</th>
<th>M:2</th>
<th>Notes</th>
<th>Final: 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Water Reuse for MID-RISE</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>Rainwater harvesting</td>
</tr>
<tr>
<td>1.2</td>
<td>Reduce Overall Irrigation Demand by at Least 45% for MID-RISE</td>
<td>2</td>
<td>0</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>1.2</td>
<td>Percentage reduction in estimated irrigation water demand (SS 2.5)</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Irrigation System
   2.1 High-Efficiency Irrigation System for MID-RISE (meet any, 0.5 pts each)
      - a) Irrigation system designed by EPA Water Sense certified professional
      - b) Irrigation system with head-to-head coverage
      - c) Motorized central shut-off valve
      - d) Install water timer for the irrigation system
      - e) Use drip irrigation for 50% of planting beds
      - f) Create separate zones for each type of testing
   OR
   2.2 Reduce Overall Irrigation Demand by at Least 45% for MID-RISE
      - 0% Percentage reduction in estimated irrigation water demand (SS 2.5)

3. Indoor Water Use
   3.1 Very High-Efficiency Fixtures and Fittings (meet any of the following, 1 pt each)
      - a) Average flow rate of all fixtures is ≤ 1.50 gpm
      - b) Average flow rate of all toilets is ≤ 1.00 gpm per stall
      - c) Average flow rate for all toilets is ≤ 1.30 gpf; OR
      - d) Install low-flow or dual-flush toilets; OR
      - e) Install pressure-regulating devices
      - f) Install moisture sensor or rain delay controller
      - g) Third party inspection of irrigation system
   OR
   3.2 Water Efficient Appliances for MID-RISE (meet any of the following, 1 pt each)
      - a) Energy Star dishwashers that use ≤ 6.0 gallons per cycle

Energy & Atmosphere (EA) (Minimum 3 EA Points Required)

<table>
<thead>
<tr>
<th>Energy Performance in Mid-rise Buildings</th>
<th>Max: 38</th>
<th>Y:3</th>
<th>M:2</th>
<th>Notes</th>
<th>Final: 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Minimum Energy Performance for MID-RISE</td>
<td>34</td>
<td>2</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>1.2</td>
<td>Testing and Verification for MID-RISE</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1.3</td>
<td>Optimize Energy Performance for MID-RISE</td>
<td>15</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

7. Water Heating
   7.1 Efficient Hot Water Distribution System (meet one of the following)
      - a) Structured plumbing system
      - b) Central manifold distribution system
   7.2 Pipe Insulation
      - 1 | 0 | 0 | 0 |

11. Residential Refrigeration Management
   11.1 Refrigerant Charge Test
      - 1 | 1 | 0 | 0 |
   11.2 Appropriate HVAC Refrigerants (meet any of the following)
      - a) Use no refrigerants
      - b) Use non-HFC refrigerants
### Materials & Resources (MR) (Minimum 2 MR Points Required)

<table>
<thead>
<tr>
<th>Max: 16</th>
<th>Y: 9</th>
<th>M: 3</th>
<th>Notes</th>
<th>Final: 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Material-Efficient Framing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1 Framing Order Waste Factor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2 Detailed Framing Documents</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**AND/OR**

<table>
<thead>
<tr>
<th>Max: 16</th>
<th>Y: 9</th>
<th>M: 3</th>
<th>Notes</th>
<th>Final: 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.3 Detailed Cut List and Lumber Order</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Requirements of MR 1.2 have been met</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**AND/OR**

<table>
<thead>
<tr>
<th>Max: 16</th>
<th>Y: 9</th>
<th>M: 3</th>
<th>Notes</th>
<th>Final: 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.4 Framing Efficiencies (meet any of the following, see Rating System for pts)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-cut framing packages</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Open-web floor trusses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structural insulated panel walls</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structural insulated panel floors</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stud spacing greater than 16&quot; on center</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ceiling joist spacing greater than 16&quot; on center</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floor joist spacing greater than 16&quot; on center</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roof rafter spacing greater than 16&quot; on center</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Two of the following: Sut headers for loads; ladder blocking; drywall clips; 2 stud corners</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**OR**

<table>
<thead>
<tr>
<th>Max: 16</th>
<th>Y: 9</th>
<th>M: 3</th>
<th>Notes</th>
<th>Final: 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.5 Off-site Fabrication (meet one of the following)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panelized construction</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 2. Environmentally Preferable Products

<table>
<thead>
<tr>
<th>Max: 16</th>
<th>Y: 9</th>
<th>M: 3</th>
<th>Notes</th>
<th>Final: 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 FSC Certified Tropical Wood (meet all of the following)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Provide suppliers with a notice of preference for FSC products; AND</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) No tropical wood installed (exceptions for FSC certified or reclaimed wood)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2 Environmentally Preferable Products (meet any 1/2 pt each)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assembly: component</td>
<td>(a) EPP</td>
<td>(b) Low emission</td>
<td>(c) Local production</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 3. Waste Management

<table>
<thead>
<tr>
<th>Max: 16</th>
<th>Y: 9</th>
<th>M: 3</th>
<th>Notes</th>
<th>Final: 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1 Construction Waste Management Planning (meet both of the following)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Investigate local options for waste diversion</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Document diversion rate for construction waste</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**3.2 Construction Waste Reduction (use one of the following methods)**

- a) pounds waste / square foot
- b) percentage of waste diverted

### Indoor Environmental Quality (EQ) (Minimum 3 EQ Points Required)

<table>
<thead>
<tr>
<th>Max: 21</th>
<th>Y: 7</th>
<th>M: 8</th>
<th>Notes</th>
<th>Final: 0</th>
</tr>
</thead>
</table>

### 2. Combustion Venting

<table>
<thead>
<tr>
<th>Max: 16</th>
<th>Y: 9</th>
<th>M: 3</th>
<th>Notes</th>
<th>Final: 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Basic Combustion Venting Measures for MID-RISE (meet all the following)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) At no unwired combustion appliances</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Carbon monoxide monitors on each floor of each unit</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) No fireplace installed, OR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d) All fireplaces and woodstoves have doors</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 3. Moisture Control

<table>
<thead>
<tr>
<th>Max: 16</th>
<th>Y: 9</th>
<th>M: 3</th>
<th>Notes</th>
<th>Final: 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Moisture Load Control (meet one of the following)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Additional dehumidification system</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) HVAC system equipped with additional dehumidification mode</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 4. Outdoor Air Ventilation

<table>
<thead>
<tr>
<th>Max: 16</th>
<th>Y: 9</th>
<th>M: 3</th>
<th>Notes</th>
<th>Final: 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. Basic Outdoor Air Ventilation for MId-RISE (meet all of the following)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) ASHRAE 62.2-2007 met for all in-unit spaces</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) ASHRAE 62.2-2007, Sections 4 through 7 met for residential associated spaces</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1 Enhanced Outdoor Air Ventilation for MID-RISE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3 Third-Party Performance Testing for MID-RISE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5. Local Exhaust

### Local Exhaust for MID-RISE (meet all of the following)

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>- In-ent bathrooms and kitchens meet ASHRAE 62.2-2007 air flow requirements</td>
<td>0</td>
</tr>
<tr>
<td>- Fans and ducts designed and installed to ASHRAE Std. 62.2</td>
<td>0</td>
</tr>
<tr>
<td>- Air exhausted to outdoors through roof or outside wall</td>
<td>0</td>
</tr>
</tbody>
</table>

### Enhanced Local Exhaust (meet one of the following)

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Occupancy sensor</td>
<td>1</td>
</tr>
<tr>
<td>- Automatic timer tied to switch to operate fan for 20+ minutes post-occupancy</td>
<td>0</td>
</tr>
<tr>
<td>- Continuously operating exhaust fan</td>
<td>0</td>
</tr>
</tbody>
</table>

### Third-Party Performance Testing for MID-RISE

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Door to garage and adjacent spaces</td>
<td>1</td>
</tr>
<tr>
<td>- Room-by-Room Controls</td>
<td>0</td>
</tr>
</tbody>
</table>

### Distribution of Space Heating and Cooling

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Room-by-Room Load Calculations</td>
<td>1</td>
</tr>
</tbody>
</table>

### Local Exhaust (meet one of the following)

A. Forced-Air Systems

- Return air opening of 1 sq. inch per cfm of supply
- Limited pressure differential between closed room and adjacent spaces

B. Nonducted HVAC Systems

- Flow control valves on every radiator
- Radient floor system with thermostatic controls in every room

### Enhanced Local Exhaust (meet one of the following)

- Have supply air flow rates in each room tested and confirmed

### Third-Party Performance Testing for IDEAL-RISE

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Door to garage and adjacent spaces</td>
<td>1</td>
</tr>
<tr>
<td>- Task ventilation</td>
<td>0</td>
</tr>
</tbody>
</table>

### Air Filtering

#### Good Filters

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Occupancy sensor</td>
<td>1</td>
</tr>
<tr>
<td>- Automatic timer tied to switch to operate fan for 20+ minutes post-occupancy</td>
<td>0</td>
</tr>
<tr>
<td>- Continuously operating exhaust fan</td>
<td>0</td>
</tr>
</tbody>
</table>

### Contaminant Control

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Indoor Contaminant Control during Construction (meet one of the following)</td>
<td>1</td>
</tr>
</tbody>
</table>

### Indoor Contaminant Control for MID-RISE (meet any of the following: 1 pt each)

- Install permanent walk-off mats for each unit
- Must be at least 3 ft x 3 ft

### Radiant Protection

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Air filtration</td>
<td>0</td>
</tr>
</tbody>
</table>

### Garage Pollutant Protection

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Minimize Pollutants from Garage for MID-RISE (meet all of the following)</td>
<td>2</td>
</tr>
</tbody>
</table>

### Environmental Tobacco Smoke Control

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Reduce smoke exposure and transfer (1/2 point)</td>
<td>1</td>
</tr>
<tr>
<td>- Prohibit smoking in all common areas</td>
<td>0</td>
</tr>
<tr>
<td>- Exterior smoking areas are &gt; 35 ft from entries, air intakes, windows</td>
<td>0</td>
</tr>
<tr>
<td>- Prohibit on-property smoking within 35 feet of entries, air intakes, windows</td>
<td>0</td>
</tr>
<tr>
<td>- Prohibitions communicated through lease agreements, CC&amp;Rs, signage</td>
<td>0</td>
</tr>
</tbody>
</table>

### Compartamentalization of Units

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Compartamentalization of Units (meet both of the following)</td>
<td>1</td>
</tr>
<tr>
<td>- Enhanced Compartamentalization of Units</td>
<td>0</td>
</tr>
</tbody>
</table>

### Education of the Homeowner or Tenant

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Basic Operations Training (meet both of the following)</td>
<td>0</td>
</tr>
<tr>
<td>- Enhanced Training</td>
<td>0</td>
</tr>
</tbody>
</table>

### Public Awareness (meet three of the following)

- Open house on at least four weekends
- Website about features and benefits of LEED homes
- Newspaper article on the project
- Display LEED signage on the exterior of the home

### Education of the Building Manager

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Education of the Building Manager (meet both of the following)</td>
<td>1</td>
</tr>
</tbody>
</table>

### Notes

- Max: 3 Y:2 M:1
- Final: 0
## LEED for Homes MIDRISE Tracking Sheet | LEED: Feb 04, 2014 | Goal: Silver

### General Project Tasks

<table>
<thead>
<tr>
<th>#</th>
<th>Task Description</th>
<th>Responsibility</th>
<th>Action Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Schedule - Green Rater Site Visits</td>
<td>Rushing / Excat</td>
<td>12.17.1 - Rushing to perform 3 to 4 Green Rater site visits (A) Before ground breaking, (B) Pre-Drywall in 2 diff stages (C) After Natcha, Excel: Provide construction schedule to Rushing - received</td>
</tr>
<tr>
<td>2</td>
<td>Sampling Plan/Process</td>
<td>Rushing / Excat</td>
<td>12.17.2 - Sampling process reviewed</td>
</tr>
<tr>
<td>3</td>
<td>Specification Review</td>
<td>Rushing</td>
<td>12.17.3 - Rushing to complete review of Project Specification Review, rush the project specification review with GAA procedures</td>
</tr>
</tbody>
</table>

### Innovation & Design Process (ID)

<table>
<thead>
<tr>
<th>#</th>
<th>Task Description</th>
<th>Responsibility</th>
<th>Action Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Preliminary Rating</td>
<td>-</td>
<td>Completed - December 17th, 9:30-4:30am @ C4 offices</td>
</tr>
<tr>
<td>1.2</td>
<td>Energy Performance for MIDRISE</td>
<td>Excel</td>
<td>12.17.4 - Excel to determine energy model/Team, Emerald Air provided scope but may not have experience with LEED for Homes modeling. Rushing also provided scope and fee, 1.2.2 Emerlad Air has been accepted</td>
</tr>
<tr>
<td>1.3</td>
<td>Professional Certification with LEED for Homes</td>
<td>-</td>
<td>12.17.5 - Will pursue AIA, Req. 1.2.3 Design Chrmnt.</td>
</tr>
<tr>
<td>1.4</td>
<td>Design Chrmnt.</td>
<td>-</td>
<td>Excel to consider - Rushing to provide fee for audit scope, institution of Rushing's scope</td>
</tr>
</tbody>
</table>

### Quality Management for Durability

<table>
<thead>
<tr>
<th>#</th>
<th>Task Description</th>
<th>Responsibility</th>
<th>Action Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Durability Planning</td>
<td>CMA / Excat CG</td>
<td>CMA: Completes the Durability Evaluation Form with the LEED for Homes Checklist (see Tab at bottom) - reference &quot;Sample Durability Strategies&quot; document under the &quot;Guidance Desk&quot; tab</td>
</tr>
<tr>
<td>2.2</td>
<td>Durability Management</td>
<td>Rushing</td>
<td>Rushing to provide third party durability audit verification per Credit 2.3 below</td>
</tr>
<tr>
<td>2.3</td>
<td>Third Party Durability Management Verification</td>
<td>Rushing</td>
<td>Rushing to provide third party durability audit verification</td>
</tr>
</tbody>
</table>

### Location & Linkages (LL)

<table>
<thead>
<tr>
<th>#</th>
<th>Task Description</th>
<th>Responsibility</th>
<th>Action Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Site Selection</td>
<td>-</td>
<td>12.17.6 - Site meets requirements</td>
</tr>
<tr>
<td>3.2</td>
<td>Site Plan</td>
<td>-</td>
<td>12.17.7 - Site meets requirements</td>
</tr>
<tr>
<td>3.3</td>
<td>Stream Reconversion for MIDRISE</td>
<td>Excel / Excat</td>
<td>12.17.8 - City was monitoring, no contamination from site but runoff from adjacent properties. Phase 1 was completed, not Phase 2, not completed</td>
</tr>
</tbody>
</table>

### Infrastructure

<table>
<thead>
<tr>
<th>#</th>
<th>Task Description</th>
<th>Responsibility</th>
<th>Action Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Existing Infrastructure</td>
<td>-</td>
<td>12.17.9 - Site meets requirements</td>
</tr>
<tr>
<td>4.2</td>
<td>Community Resources/Transit</td>
<td>-</td>
<td>12.17.10 - Site meets requirements</td>
</tr>
<tr>
<td>4.3</td>
<td>Outstanding Community Resources for MIDRISE</td>
<td>Rushing</td>
<td>REQ 14 Services per 1/2 mile Rushing: Verify credit achievement - 12.30 Confirmed</td>
</tr>
<tr>
<td>4.4</td>
<td>Access to Open Space</td>
<td>Rushing</td>
<td>REQ wrin 1/2 mile of 3/4 acre of open space 12.17.11 - Convention center plaza and lake path? Rushing: investigate credit achievement, 12.30 - Confirmed - Lynnwood Heritage Park</td>
</tr>
</tbody>
</table>

### Sustainability Sites (SS)

<table>
<thead>
<tr>
<th>#</th>
<th>Task Description</th>
<th>Responsibility</th>
<th>Action Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1</td>
<td>Site Stewardship</td>
<td>-</td>
<td>12.17.12 - Site meets requirements</td>
</tr>
<tr>
<td>5.2</td>
<td>Basic Landscaping Design</td>
<td>-</td>
<td>12.17.13 - Site meets requirements</td>
</tr>
<tr>
<td>5.3</td>
<td>Landscaping</td>
<td>-</td>
<td>12.17.14 - Site meets requirements</td>
</tr>
<tr>
<td>5.4</td>
<td>Permanent Erosion Control</td>
<td>Rushing</td>
<td>12.17.15 - Will meet if only applicable to slope slopes Rushing: Send team details credit requirements. 12.30 - Credit can be met two ways: (1) terracing and/or retaining wall on steep slopes OR (2) plant 1 type 4 5-gallon shubs, 10 2-gallon shrubs or 50 soft of groundcover per 500 sqft of 500 sqft of groundcover (i.e. 100 trees). PetLand 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 &quot;unlikely to yes&quot;</td>
</tr>
</tbody>
</table>

### Nontoxic Pest Control

<table>
<thead>
<tr>
<th>#</th>
<th>Task Description</th>
<th>Responsibility</th>
<th>Action Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1</td>
<td>Pest Control Alternatives</td>
<td>CMA</td>
<td>12.17.16 - Confirmed - review requirements and implement</td>
</tr>
<tr>
<td>6.2</td>
<td>Compaction Development</td>
<td>Rushing</td>
<td>12.17.17 - Project meets high density</td>
</tr>
<tr>
<td>6.3</td>
<td>Very High Density for MIDRISE</td>
<td>Rushing</td>
<td>12.17.18 - Site meets requirements R1 L108 through Community Transact</td>
</tr>
<tr>
<td>6.4</td>
<td>Bicycle Storage for MIDRISE</td>
<td>CMA / Excat</td>
<td>12.17.19 - 30 secure covered bike storage CMA: Will put 50 stalls in the garage 12.17 - Most commonly used, reserved spaces. PetLand: Indicate 14 reserved spaces on plans (nearest to guest elevator entrance, 2nd to ADA spaces)</td>
</tr>
</tbody>
</table>
### Water Efficiency (WE)

2. Irrigation System
   - 2.1 Cr High Efficiency Irrigation System for MID-RISE
     - PartLand: 12.17 - Confirmed to be pursued.

3. Indoor Water Use
   - 3.1 Cr High Efficiency Fixtures & Fittings
   - 3.2 Cr Very High Efficiency Fixtures & Fittings
     - Excel / CMA: 12.17 - Confirmed achievable - install 1.5 gpm faucets & 1.75 gpm showerheads.
   - 3.3 Cr Water Efficiency Appliances for MID-RISE
     - Excel / CMA: 12.17 - Confirmed achievable - install clothes washer and dishwasher per credit requirements.

### Energy & Atmosphere (EA)

1. Optimize Energy Performance in MID-RISE Buildings
   - 1.1 Pr Minimum Energy Performance for MID-RISE
     - TBD / Excel: See Excl 3 for full rules.
   - 1.2 Pr Testing and Verification for MID-RISE
     - R-Land: Alternative Compliance Path Option 1
     - Emerald: Emerald Level to perform CE.
     - Excel/CMA: Include Thermal Enclosure and Conv in spec.
     - R-Land: Send EGP 2 info to team - completed. 12.17 - Excel to determine who will conduct energy modeling.
   - 1.3 Cr Optimize Energy Performance for MID-RISE
     - 1.38 - Emerald Air to perform Energy Modeling. Will meet prerequisite savings.

11. Refrigeration Management Use
   - 11.1 Pr Refrigerant Charge Test
     - Emerald Air: 12.17 - Confirmed to be pursued.
   - 11.2 Cr Appropriate HVAC Refrigerants
     - Emerald Air: 12.17 - Confirmed to be pursued.

### Materials & Resources (MR)

1. Material-Efficient Framing
   - 1.1 Pr Framing Order Waste Faster
     - Excel / CMA: 12.17 - Confirmed to be pursued.
   - 1.2 Cr Detailed Framing Documents
   - 1.3 Cr Detailed Cut List and Lumber Order
     - Excel / CMA: 12.17 - Confirmed.
   - 1.4 Cr Framing Efficiencies

2. Environmentally Preferable Products
   - 2.1 Pr FSC Certified Tropical Wood
     - Excel / CMA: Rushing: Send language for letter tosub - completed Excel: 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 - Excel to have point person on-site to ensure the above is met.
   - 2.2 Cr Environmentally Preferable Products
     - Excel / CMA: 12.17 - Include language in spec bill of docs.

3. Waste Management
   - 3.1 Pr Construction Waste Management Planning
     - Excel: 12.17 - Confirmed.
   - 3.2 Cr Construction Waste Reduction
     - Excel / CMA: 12.17 - per Excel, 89% should not be difficult to achieve.

### Indoor Environmental Quality (IQ)

2. Combustion Venting
   - 2.1 Pr Basic Combustion Venting Measures for MID-RISE
     - Emerald Air: 12.17 - Confirmed.

4. Outdoor Air Ventilation
   - 4.1 Pr Basic Outdoor Air Ventilation for MID-RISE
     - Emerald Air: 12.17 - Confirmed.

5. Local Exhaust
   - 5.1 Pr Basic Local Exhaust for MID-RISE
     - Emerald Air: 12.17 - Confirmed.
   - 5.2 Cr Enhanced Outdoor Air Ventilation for MID-RISE
     - Emerald Air: 12.17 - Confirmed.
   - 5.3 Cr Third-Party Performance Testing for MID-RISE

6. Distribution of Space Heating and Cooling
   - 6.1 Pr Room-by-Room Load Calculations
     - Emerald Air: 12.17 - Confirmed.
   - 6.2 Cr Measured Air Flow / Room-by-Room Comparison
     - Emerald Air: 12.17 - Confirmed.
   - 6.3 Cr Third-Party Performance Test / Multiple Zones
     - Emerald Air: 12.17 - Confirmed.

7. Air Filtration
   - 7.1 Pr Good Filters
     - Emerald Air: 12.17 - CORRECTION from meeting. MERV 8+ Stars are required for air handlers if present for common areas. Check credit requirements for details - completed.

### Health 

8. Contaminant Control
   - 8.1 Cr Indoor Contaminant Control during Construction
     - Excel: 12.17 - Excel to adhere to construction (IAQ practices per credit req.
   - 8.2 Cr Indoor Contaminant Control for MID-RISE
     - CMA: 12.17 - Walk-off mat 1/2 long at main entries into building.
   - 8.3 Cr Preoccupancy Flush
     - - 12.17 - Not currently pursuing unless needed.

9. Radon Protection
   - 9.1 Pr Radon-Resistant Construction in High-Risk Areas
     - CMA: 12.17 - Not in Radon Zone 3
   - 9.2 Cr Radon-Resistant Construction in Moderate-Risk Areas
     - CMA: 12.17 - Achieve simply by being in Radon Zone 3

10. Garage Pollutant Protection
    - 10.1 Pr No HVAC in Garage
        - - 12.17 - Confirmed.
    - 10.2 Cr Minimize Pollutants from Garage for Mid-Rise
        - Emerald Air: Confirm all credit reqs, especially CO detectors in rooms that share a door with garage. Completed.

11. Environmental Tobacco Smoke Control
    - 11.1 Cr Env. Tobacco Smoke Reduction for MID-RISE
        - CityCenter LLC: 12.17 - No Smoking policy unless lease agreement.

12. Compartamentalization of Units
    - 12.1 Pr Compartamentalization of Units
        - Excel / Rushing: 12.17 - Unit by unit blower door testing.
    - 12.2 Cr Enhanced Compartamentalization of Units
        - - 12.17 - Not necessary to pursue unless other credits are lost

### Awareness & Education (AE)

1. Education of Homeowner or Tenant
   - 1.1 Pr Basic Operators Training
     - Excel / CMA: 12.17 - Confirmed pursuit
   - 1.2 Cr Enhanced Training
     - - 12.17 - Not necessary to pursue unless other credits are lost.

2. Education of the Building Manager
   - 2.1 Cr Education of the Building Manager
     - Excel / CMA: 12.17 - Confirmed pursuit.