Vancouver City Council

Anne McEnerny-Ogle, Mayor
Bart Hansen - Ty Stober - Erik Paulsen
Sarah J. Fox - Diana H. Perez - Kim D. Harless

City Council Meeting Agenda
January 26, 2026

In accordance with the Open Public Meetings Act (OPMA), the Vancouver City Council meeting will be open to in-person attendance. Options for viewing and/or participating in the meeting remotely will also be accommodated. The City Council will be attending this meeting in person.

All City Council workshops and meetings are broadcast (live closed captioning available), CVTV cable channels 23 / HD 323, and on the City's Facebook page.

Public testimony will be accepted regarding any matter on the agenda below. Advance registration will be required.

Unless otherwise announced by the Presiding Officer, each speaker may testify once for up to three minutes under each public testimony opportunity below and will be asked to provide their name and city of residence for the record.

Testimony will be accepted in the following manner:

- **Written comments submitted in advance**: Email comments to the City Council until 12:00 p.m. January 26, 2026. Comments will be compiled and sent to the City Council and entered into the record.
- **In-person or remote testimony during the meeting**: Register in-person at City Hall. In-person registration is open until 6:30 p.m. on January 26, 2026. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on January 26, 2026.

Visit the city's website for more information and to register under Community Testimony or call the City Manager's Office at (360) 487-8600.

Further instructions for accessing the virtual meeting (for remote testimony) will be provided upon registration.

Upon request, printouts of agenda materials will be provided, including large print.

Workshops: 4:00-6:00 p.m.

Vancouver City Hall - Aspen Room - 415 W 6th Street, Vancouver WA

Comprehensive Plan Update
(Approximately 1 hour)

Rebecca Kennedy, Deputy Community Development Director, rebecca.kennedy@cityofvancouver.us

Homelessness 2025 Year in Review
(Approximately 1 hour, to immediately follow the previous workshop)

Jamie Spinelli, Homeless Response Manager, jamie.spinelli@cityofvancouver.us

Council Dinner / Administrative Updates (6:00 - 6:30 PM)

Regular Council Meeting

6:30 PM
Vancouver City Hall - Aspen Room - 415 W 6th Street, Vancouver WA

Pledge of Allegiance

Call to Order and Roll Call

Approval of Minutes

Minutes - January 5, 2026

Minutes - January 12, 2026

Proclamations

National Human Trafficking Prevention Month

Community Communication
This is the place on the agenda where the public is invited to speak to Council regarding any matter on the Agenda not already scheduled for Public Hearing. (Separate instructions are provided for offering testimony on Public Hearing when applicable.) This includes the option to testify about Workshops. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Speakers are to limit their testimony to a total of three minutes for all items combined.

Consent Agenda
The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately – after the motion has been made and passed to approve the remaining items.

1. Construction Acceptance - West Fourth Plain (BNSF Crossing) Water Transmission Main

Staff Report: 009-26

Request: On Monday, January 26, 2026, accept the facilities as constructed by Tapani Incorporated, of Battle Ground, Washington, and authorize release of the contractor's bond, subject to receipt of all documentation required by law.

Mehrin Selimgir, Water Engineering Manager, Mehrin.Selimgir@cityofvancouver.us

2. Contract Amendment – Selectron Technologies - C-100691

Staff Report: 010-26

Request: On Monday, January 26, 2026, authorize the City Manager, or designee, to approve the Selectron Technologies amendment.

Jason Nortz, Development Review Manager, jason.nortz@cityofvancouver.us

3. Contract Amendment – Spending Limit Increase and Extension of Talent Agent Services - C-100868

Staff Report: 011-26

Request: On Monday, January 26, 2026, authorize the City Manager, or designee, to execute Amendment No. 5 to contract C-100868 between the City of Vancouver and Pacific Talent Inc. Increase the not-to-exceed amount by $100,000 to a total of $400,000 and extend the termination date to 3/31/2027.

David Perlick, Director of Parks, Recreation and Cultural Services, Erik Miletich, david.perlick@cityofvancouver.us

4. Contract Amendment — Increase Spending for Stryker Sales, LLC contract - C-101434

Staff Report: 012-26

Request: On Monday, January 26, 2026, authorize the City Manager, or designee, to increase the spending threshold for contract C-101434 to $500,000 to continue purchasing automatic chest compression devices and accessories until the contract expires in 2028.

Robert Milano, Division Fire Chief, Michelle Bresee, Senior Management Analyst, Robert.Milano@cityofvancouver.us, michelle.bresee@cityofvancouver.us

5. Authorization of Assignment of Affordable Housing Fund Agreement — Vancouver Housing Authority 31st Street Tiny Homes

Staff Report: 013-26

Request: On Monday, January 26, 2026, authorize the City Manager, or designee, to negotiate and execute an Assignment, Assumption, and Consent Agreement with the Vancouver Housing Authority (VHA) and Second Step Housing (SSH) to transfer all rights and obligations under the AHF agreement and covenant for the 31st Street Tiny Homes project from the VHA to SSH.

Ian Alger, Housing Project Planner, Ian.Alger@cityofvancouver.us

6. Waterfront Gateway Disposition Development Agreement - Amendment 2

A RESOLUTION relating to the approval of a disposition and development agreement between the City of Vancouver and LPC West, LP; establishing the terms and conditions under which the Vancouver Waterfront Gateway site may be leased and conveyed by the City to LPC West; and authorizing the City Manager to execute and implement the amended and restated disposition and development agreement.

Staff Report: 014-26

Request: On Monday, January 26, 2026, finalize and approve the resolution that authorizes the City Manager or their designee to finalize and execute on behalf of the City the Second Amendment to the disposition and development agreement, in its substantive

form, attached hereto as Exhibit “A.” The City Manager is authorized to negotiate and execute any documents necessary to implement the agreement, as well as any amendments to the agreement, except those that extend deadlines for more than 180 days, modify the financial terms of the agreement, or that are inconsistent with the material substantive terms.

Chim Chune Ko, Principal Project Manager, ChimChune.Ko@cityofvancouver.us

7. Approval of the Claim Vouchers

Request: Approve claim vouchers for January 26, 2026.

Public Hearings

The following item(s) are scheduled for public hearing. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Unless otherwise announced by the Presiding Officer, speakers are to limit their testimony to three minutes for each public hearing.

8. Public Defense Standards Revision

AN ORDINANCE repealing Vancouver Ordinance No. M-3927, adopted September 14, 2009 relating to the then-adoption of Vancouver Indigent Defense Standards; providing for approval of updated indigent standards by the City Manager or designee, and providing for an effective date.

Staff Report: 007-26

Request: On Monday, January 26, 2026, upon second reading and a public hearing, finalize and approve the ordinance to repeal Ordinance No. M-3927, which adopted Indigent Defense Standards in 2009, and authorizes the City Manager or designee to approve revised Indigent Defense Standards.

Katherine Kelly, Program and Policy Development Manager, katherine.kelly@cityofvancouver.us

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Main Street Promise Update

Update on Interstate Bridge Replacement Environmental Process

Community Forum

This is the place on the agenda where the public is invited to speak to Council regarding any matter. Members of the public addressing Council are requested to give their name and city of residence for the record. Speakers are to limit their testimony to a total of three minutes. Up to 90 minutes will be allotted for the Community Forum.

Adjournment

City Hall is served by C-TRAN. Route information and schedules are available online at www.c-tran.com. You also may reach C-TRAN at (360) 695-0123 for more information on times, fares, and routes.

Anyone needing language interpretation services or accommodations with a disability at a Vancouver City Council meeting may contact the City Manager's staff at (360) 487-8600 (RELAY: 711). Assistive listening devices and live Closed Captioning are available for the deaf, hard of hearing and general public use. Please notify a staff person if you wish to use one of the devices. Every attempt at reasonable accommodation will be made. To request this agenda in another format, please also contact the phone numbers listed above.

OUR VANCOUVER

OUR FUTURE 2045

Comprehensive Plan/Title 20 Update
City Council Workshop: Code Details Pt. 1

Rebecca Kennedy (she/her), Deputy Director, Community Development

Mark Person (he/him), Senior Planner, Community Development

January 26, 2026

Agenda

- Recap
  - Comprehensive Plan
  - Code Framework
  - Council-endorsed Preferred Land Use Alternative
- Zoning Code Details
  - Base districts
  - Building types
  - Overlays
  - Additional considerations
- Coming Up + Discussion

Purpose

Get your feedback on the building type and overlay details in the draft zoning code

OUR VANCOUVER Comprehensive Plan

- A guide for the city's growth and development over the next **20 years** (2025-2045).

	2024	Growth	2045 Targets
Population	~200,000	+ 81,000	~281,000
Housing Units	~86,000	+ 38,000	~124,000
Jobs	~100,000	+ 43,100	~143,100

Vancouver is an equitable and prosperous community, which ensures that all residents, businesses and organizations benefit from the growth and advancement we make together.

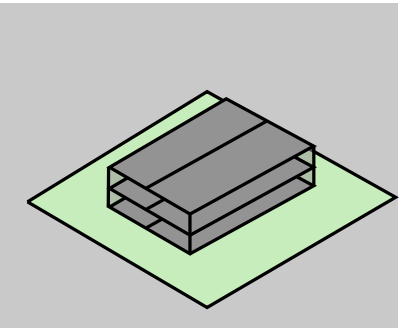
Vancouver will be recognized for our quality of life, as evidenced by affordable housing in vibrant, safe and walkable neighborhoods, access to jobs and economic opportunity for all, and leading-edge efforts to address climate change.

Learn about our community | **Develop alternatives** | **Understand potential impacts** | **Refine map, policies, & code** | **Adopt plan and code**

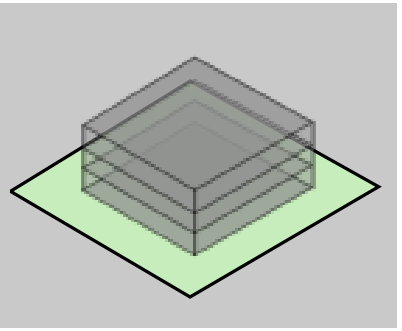
Goals for the Code

- Easy to understand – graphics, reduced footnotes, simplified districts and overlays
- Supports the creation of
  - ➡ Connected and accessible neighborhoods by allowing commercial and residential uses to mix
  - ➡ Greater number and variety of housing
  - ➡ Unique and authentic places
- Uses land efficiently and balances the built and natural environment
- Focuses on form, relationship between buildings and the street, and impact mitigation
- Reduces non-conformities

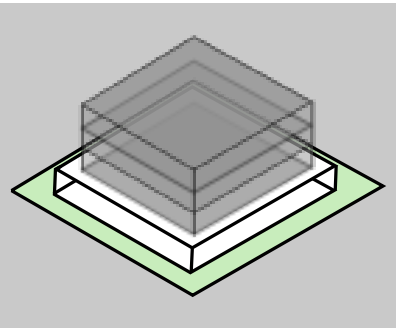
Duplex



Multi-Family



Podium



Zoning Code

All areas will have a **Base District**

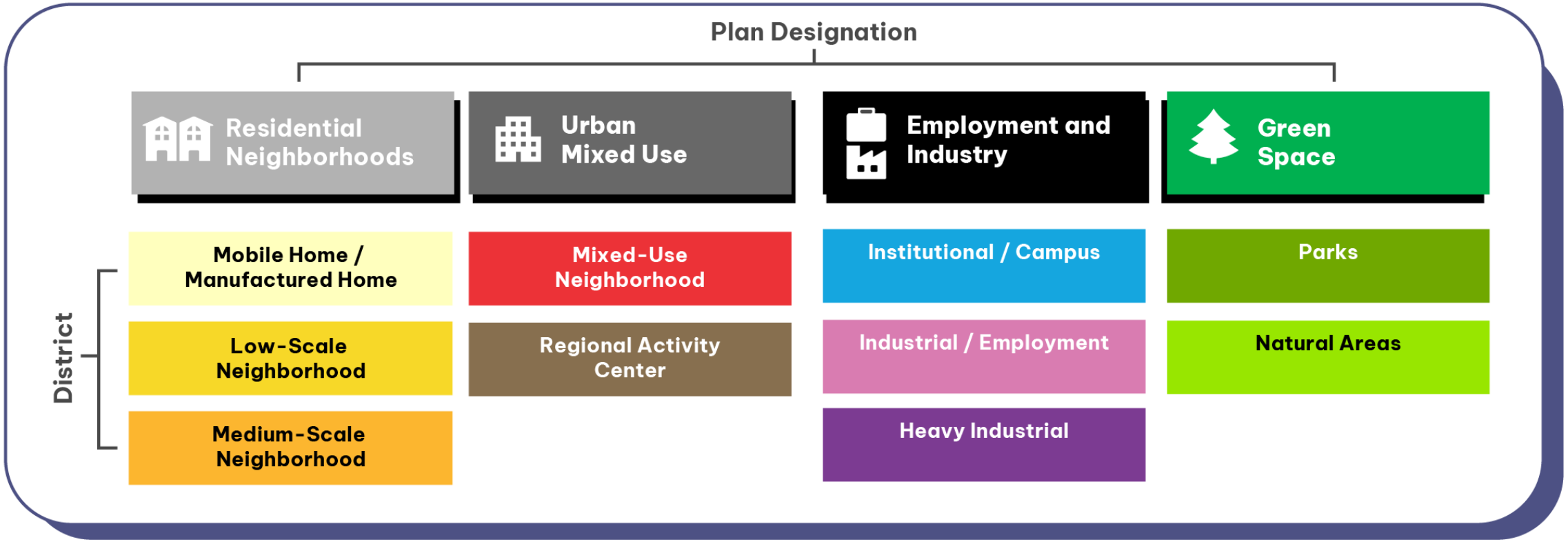
- Minimum density
- Maximum height
- Allowed **building types**
  - ➡ Lot standards
  - ➡ Building and parking placement
  - ➡ Pedestrian access
  - ➡ Lot coverage
  - ➡ Frontages
  - ➡ Landscaping and public space
- Allowed **uses**
  - ➡ What can go in the various allowed building types

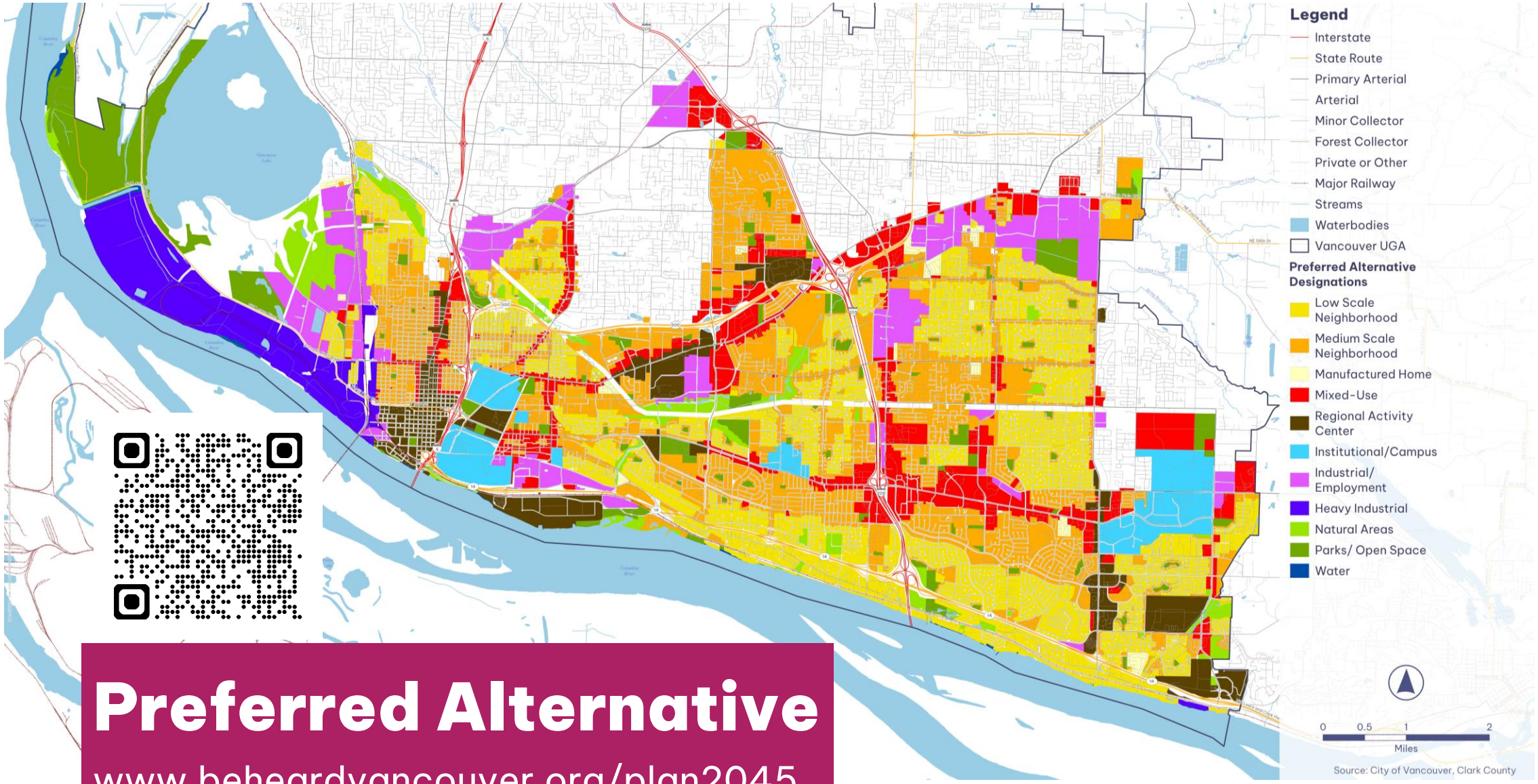
Some areas will also have an **Overlay**

	Existing Code	New Code
Uses	Allowed or prohibited	Mixing uses allowed/required
Density	Focuses on density maximums	Focuses on density minimums
Building Height	Maximums	Maximums
Parking	Emphasis on minimums	Emphasis on maximums
Building placement	Lot coverage, setbacks	Relationship to the street, build-to lines, building types

Note: Heavy Industrial zoning district will be fundamentally different from all other districts.

Plan Designations and Zoning Districts





Preferred Alternative

www.beheardvancouver.org/plan2045

Draft Densities and Heights

Base District	Minimum Residential Density (units/acre)	Maximum Residential Density (units/acre)	Minimum Height	Maximum Height
Manufactured Home	None	None	None	1 story (15')
Low-Scale	8	None	None	*3 stories (45')
Medium-Scale	16	None	None	5 stories (75')
Mixed-Use	32	None	None	8 stories (110')
Regional Activity Center	64	None	None	None
Institutional/Campus	None	None	None	None
Employment/Industrial	N/A	N/A	None	12 stories (150')
Heavy Industrial	N/A	N/A	None	None

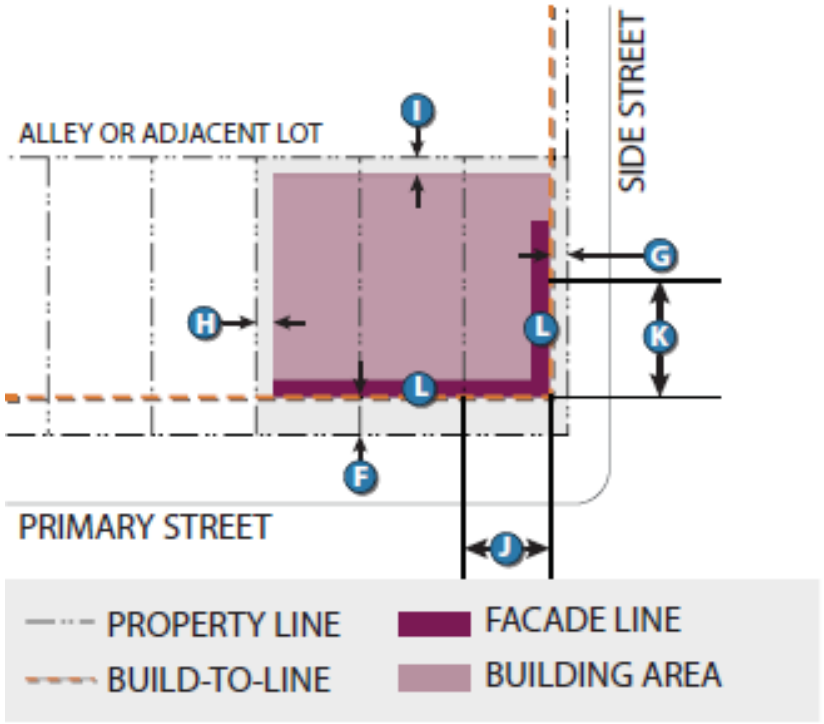
**Low-Scale Neighborhood is only district where max number of floors is proposed to be regulated*

Draft Building Type Table

Building Types	Low-Scale	Medium-Scale	Mixed-Use	Regional Activity Center	Institutional / Campus	Industrial / Employment	Heavy Industrial
Single-Family Residential Building	Allowed	Allowed	X	X	X	X	X
Townhouse / Rowhouse Building	Allowed	Allowed	Allowed	X	Allowed	X	X
Vertical Plex / Stacked Multi-Plex Building	Allowed	Allowed	Allowed	X	Allowed	X	X
Horizontal Plex / Flex Plex Building	Allowed	Allowed	Allowed	X	Allowed	X	X
Cottage Court Building	Allowed	Allowed	Allowed	X	X	X	X
Multifamily Building	X	Allowed	Allowed	Allowed	Allowed	X	X
Mid-rise Residential Building	X	X	Allowed	Allowed	Allowed	X	X
Mixed-Use Residential Building	Allowed	Allowed	Allowed	Allowed	Allowed	X	X
Mixed-Use Office Building	X	Allowed	Allowed	Allowed	Allowed	Allowed	X
Commercial Block Building	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	X
Big Box Retail Building	X	X	X	Allowed	Allowed	Allowed	X
Flexible Use Building	X	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed
Industrial / Distribution Building	X	X	X	X	X	Allowed	Allowed
Structured Parking Garage Building	X	X	Allowed	Allowed	Allowed	Allowed	Allowed
Civic / Institutional Building	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	X

Key Terms

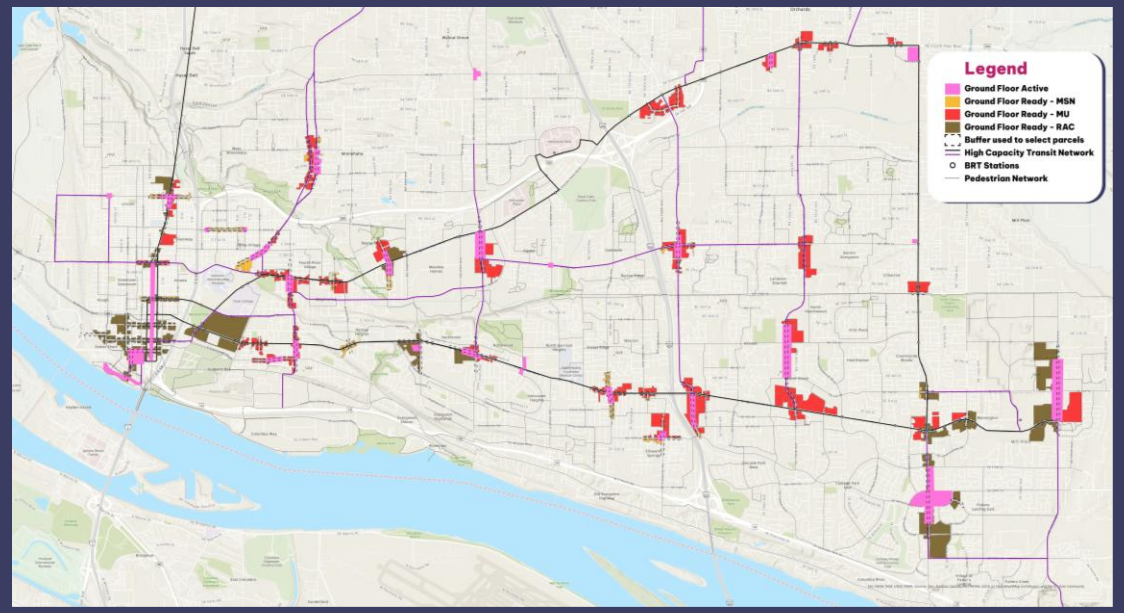
- Updated code is more form-based
- Focuses on development and relationship to the street
- **Build-to Line**, Front
  - ➡ The designated line measured in feet or a range of feet, typically parallel to the property line and adjacent to the public right-of-way and Primary Street, where the façade of a main building must be placed on a lot.
  - ➡ Differs from a traditional setback in that it mandates an area the façade must be placed to ensure consistent spatial definition of the public realm, rather than identifying a zone that cannot be encroached.



- **Max impervious** rather than lot coverage - Impervious Area refers to surface area of the lot that does not allow the passage of rainwater into the ground.
- **Setback** The minimum allowable horizontal distance from a given point or line of reference, such as a property line, to the nearest vertical wall or other element of a building or structure or edge of vehicle parking area as defined herein.

Overlays

- New Overlays
  - ➡ Active Ground Floor Use Required
  - ➡ Active Ground Floor Use Ready
  - ➡ Station Areas - LRT and BRT stations
  - ➡ Industrial Holding
- Existing Overlays
  - ➡ All Downtown-specific overlays
  - ➡ Noise Overlay - existing boundary
  - ➡ Airport Overlay - existing boundary
  - ➡ Historic Overlays - existing boundaries, added Historic Reserve



Additional Considerations

- Buffers and or step downs within and between base districts
- Master Plan Requirements:
  - In Regional Activity Center (RAC) and Mixed-Use Neighborhood (MUN) zones, development 10 acres or more in size will require a master plan, including some level of open space dedication
  - Developments 5 acres or greater can opt in to master planning in all zones, but not required
- Master Plan Process:
  - 25 acres or greater will go through at Type IV process with PC and CC review (same as current code)
  - 25 acres or smaller with go through a Type II administrative review
  - Development Agreements associated with any master plan, regardless of size, will still require Council approval

Additional Considerations (cont.)

- By right development: Make most development a Type I or Type II process
  - Align Type I process with existing or future SEPA exemptions- state current enables and City current code allows SEPA exemption for multifamily project 200 units or below; plan to update local code to align with state enabled threshold for commercial
- Density Calculation Proposal
  - Concern that density minimums will drive toward studios and one-bedrooms at the expense of larger, family-size units
  - Proposed density calculation for different sized units to address this

Unit Type	Density Value
Studio / 1 bedroom	1
2 bedrooms	1.25
3+ bedrooms	1.5

Coming Up + Discussion

- **January 12**: City Council Workshop
  - ➡ Draft Land Use, Housing, and Economic Opportunity Chapters
- **January 26**: City Council Workshop
  - ➡ Code Details Pt. 1
- **February 2**: City Council Workshop
  - ➡ Parks, Transportation, Climate and Public Facilities and Services Chapters
- **February 23**: City Council Workshop
  - ➡ Code Details Pt. 2
- **March 16**: City Council Workshop
  - ➡ Draft Community Experience, Equity, Implementation, and Annexation Chapters
- **March 23**: City Council Workshop
  - ➡ Code Details Pt. 3

Community Presentations

Thur, Feb 19
4p-6p
Virtual

Thur, Feb 26
11a-1p
Virtual

Sat, Feb 28
11a-1p
City Hall

Wed, Mar 4
5:30-7:30p
Cascade Park Community Library

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: January 26, 2026

TO: Vancouver City Council

FROM: Lon Pluckhahn, City Manager

RE: **OUR VANCOUVER – Title 20 Update Part 1**

CC: Rebecca Kennedy, Deputy Director, Community Development Department
Mark Person, Senior Planner, Community Development Department

Intent
City Council review and feedback on proposed changes to Title 20 (development code) with additional detail on base districts, building types and uses to support the endorsed preferred alternative map and Comprehensive Plan update.

Background
The City of Vancouver's Comprehensive Plan provides the overall long-term vision and policy direction to manage the built and natural environment in Vancouver and provide necessary public facilities to achieve that vision. Title 20 of the Vancouver Municipal Code (VMC) serves as the primary regulatory vehicle to implement the City's Comprehensive Plan, and by reference, the requirements of the Washington State Growth Management Act (GMA). The Comprehensive Plan and code are both subject to annual incremental changes most years.

Since the comprehensive plan was last updated, new laws under GMA require the City to allow a minimum of 4-6 units on single-family lots (HB 1110) and to plan for and accommodate a minimum of approximately 38,000 new housing units affordable at a range of income bands (HB 1220) and 44,000 new jobs by 2045. The City Council has also adopted several policy documents that provide guidance on desired outcomes and goals, including: connected, accessible and equitable neighborhoods; increased housing at all income levels; efficient use of land; safe multimodal transportation options; aggressive climate action and equitable adaptation; increased access to services and opportunities; and prioritizing community health and wellbeing. To achieve these outcomes, the City's regulatory framework must be updated to allow a wider and more diverse range of uses and building types.

Current Code Framework
The current comprehensive land use map – which designates types and intensities of uses allowed throughout the City – is broken down into five general Comprehensive Plan designations – Residential (Urban Low Density and Urban High Density), Water, Open Space or Public Facility, Commercial/Mixed Use, and Industrial, which segments uses by geographic district. 17 specific zoning districts are nested under these Comprehensive Plan designations, and 12 overlays impose additional or varied requirements in specific areas. In general, this

structure is based on the traditional Euclidian zoning model that aims to segment incompatible land uses based on perceived externalities and impacts, as was common with many cities in the state of Washington and throughout the country at large in the 20th and early 21st centuries.

As with many other cities nationally, this pattern of development has both directly and indirectly contributed to sprawling land use patterns, auto dependency, inequitable access to housing, and increased greenhouse gas (GHG) emissions in our community. Currently, 46% of land in the City is dedicated exclusively to single-family residential uses, limiting nearly one half of the City to a single, low intensity development type. This has led to decades of housing underproduction and created a crisis of housing supply in Vancouver and across Washington State. As the City has grown, underproduction led to low vacancy rates, driving up the cost of housing across all type, size and tenure categories, increasing the number of cost-burdened households (defined as households that pay more than 30% of their income for housing), and contributing to the growth of the houseless community.

Given this, it is necessary to explore alternative methods to regulate land use within our community. This includes creating designations and zoning districts that focus more on mixing and integrating land uses, enable a broader range of activities within existing neighborhoods, and provide greater flexibility for development overall.

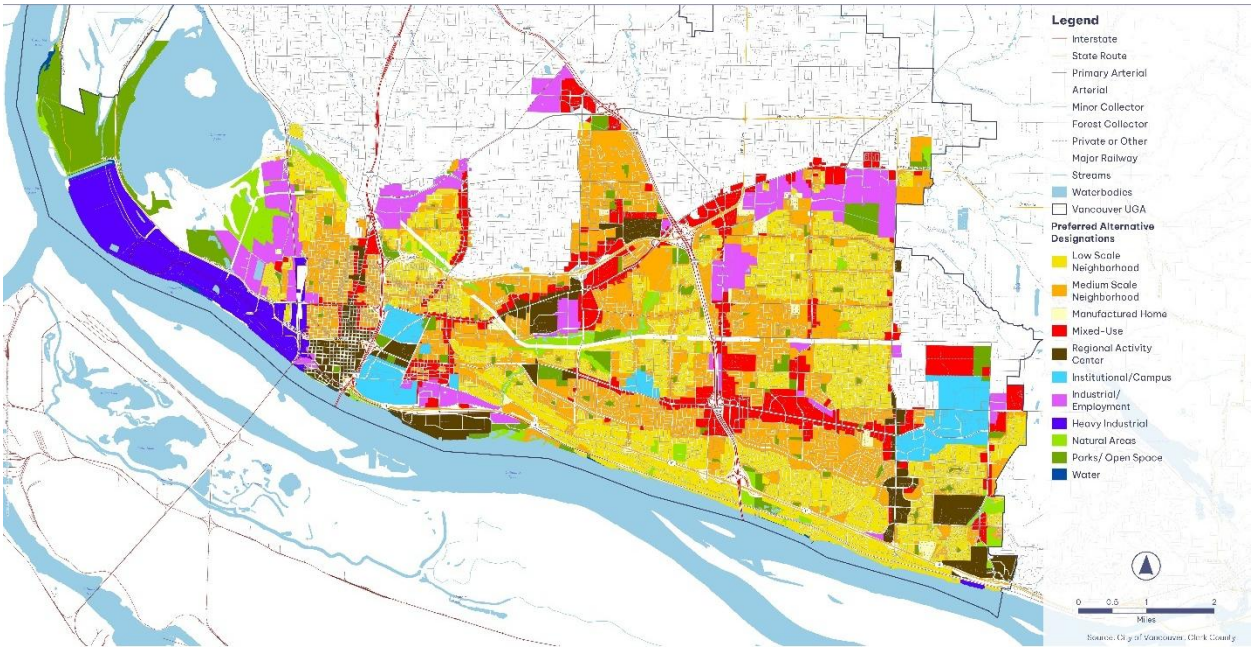


Figure 1. Preferred Land Use Alternative endorsed by City Council on December 15, 2025.

New Framework

The City is moving toward a form-based approach to regulating development, with less emphasis on segregation of uses. The City's current zoning framework utilizes 17 distinct zoning districts; the proposed new code has 10, including a dedicated manufactured home district and two green space districts. Consolidating the number of zoning districts offers several significant benefits for urban development, land use flexibility, and overall

administration of the code. By allowing a wider range of uses within these districts, the city can achieve greater flexibility in land use, build more complete neighborhoods, improve urban form, and enhance economic development opportunities. Fewer, broader districts can focus on guiding the character and scale of development—such as building heights, setbacks, and street interface—rather than restricting specific land uses. This leads to more cohesive neighborhoods where buildings and public spaces complement each other, supporting a more integrated urban fabric. Such environments encourage pedestrian activity, improve public spaces, and create a stronger sense of place. This is in alignment with community comment on the importance of creating connected and accessible neighborhoods that provide housing choice, access to jobs, services, parks and community spaces, and opportunities to foster social connections.

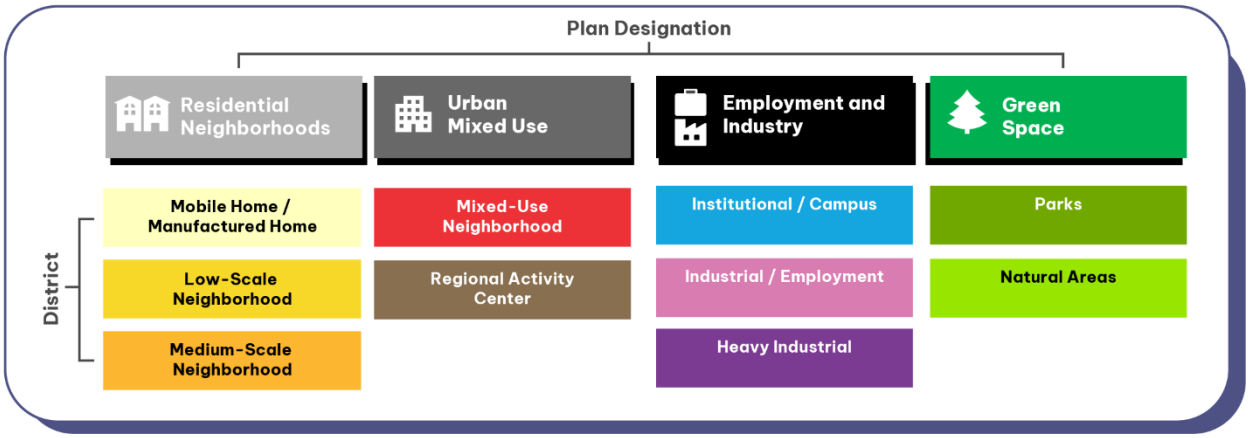


Figure 2. Draft proposed new Comprehensive Plan designations and nested zoning districts.

Overview of New Districts

Table 1 below provides an overview of the proposed zoning districts, the general scale of development, and uses envisioned for each.

District	Description	Minimum Density (units/acre)	Maximum Height
Natural Areas	Includes lands currently zoned for greenways and natural areas.	N/A	N/A
Parks	Lands currently zoned as public community and neighborhood parks.	N/A	N/A
Manufactured Home	Applied to existing manufactured home parks to retain long-term affordability and prevent displacement of existing residents; no other uses allowed unless ongoing use as manufactured home parks demonstrably unfeasible.	None	15 feet (appx. 1 story)

District	Description	Minimum Density (units/acre)	Maximum Height
Low-Scale Neighborhood	Allows up to 6 housing units per parcel and a limited range of neighborhood commercial uses.	8	45 feet, 3 above grade floors *
Medium-Scale Neighborhood	Allows a broad range of housing types and more neighborhood commercial uses.	16	75 feet (appx. 5 stories)
Mixed-Use Neighborhood	Allows a broad range of housing, commercial, and civic/institutional use types.	32	110 feet (appx. 8 stories)
Regional Activity Center	Allows for a range of commercial, employment, civic and entertainment uses and amenities; facilitates dense housing and mixed-use buildings. Intended to provide activated public spaces that draw people from around the community.	64	None
Institutional / Campus	Includes lands that support academic, civic and medical buildings; a broad range of commercial uses; dense housing types, large campus employment and phased master-planned developments.	None	None
Industrial / Employment	Includes lands with large-scale, single-tenant industrial, warehouse and flex space buildings, and smaller, multi-tenant industrial buildings. No maximum building heights and no new residential uses allowed.	N/A	150 feet (appx. 12 stories)
Heavy Industrial	Includes lands that are currently zoned for heavy industrial uses, such as manufacturing and production. No new housing allowed.	N/A	None

*Table 1. Draft proposed new zoning districts with description, density minimums, and height maximums. *Low-Scale Neighborhood is the only district where the maximum number of floors is proposed to be regulated.*

In general, the most significant changes compared to existing zones will happen within the Low-Scale and Medium-Scale Neighborhood districts. The proposed framework will allow for at least six units per lot in the Low-Scale Neighborhood (in compliance with HB 1110), when current equivalent districts have allowed a maximum of one or two units per lot, and the inclusion of small-scale commercial uses in both the Low- and Medium-Scale Neighborhood

districts. In all residential districts, maximum density requirements will be removed, and residential density will be regulated by the number of units that can reasonably be constructed under the maximum height limit, setbacks, maximum impervious, and landscaping standards in the district as regulated by building type. The Low Scale Neighborhood (LSN), Medium Scale Neighborhood (MSN), Mixed Use Neighborhood (MUN) and Regional Activity Center (RAC) districts have density minimums to ensure efficient use of land.

Mixed-Use Neighborhood and Regional Activity Center will retain similar allowances of uses to the City's existing mixed use and commercial zones, while increasing maximum heights. Relatively few changes are proposed for industrial districts.

Proposed Structure for New Code
The new regulatory approach will focus on the following key components:

- **Base Districts** – Base districts contain minimum density requirements, maximum height, permitted building types and permitted uses per district. Every parcel within the city will have a base district designation.

- **Building Types** – The new framework will specify building types that will be allowed within each base district given the intensity and scale of development appropriate for that area (Table 2). Each building type will include regulations for lot coverage, frontage requirements, building length and parking placement, ensuring that structures are positioned to enhance the public realm. These placement requirements will include build-to lines that define how close buildings must be to the street, promoting a strong street presence, as well as guidelines for the location to minimize conflict points and visual impact along key pedestrian routes. Pedestrian and vehicle access will also be regulated to ensure safe, convenient, and accessible routes to and from the site. These standards will ensure that buildings are appropriately scaled for their context.

Building Types	LS	MS	MX	RAC	IC	IE	HI
Single-Family Residential Building	Allowed	Allowed	X	X	X	X	X
Townhouse / Rowhouse Building	Allowed	Allowed	Allowed	X	Allowed	X	X
Stacked Multi-Plex Building	Allowed	Allowed	Allowed	X	Allowed	X	X
Flex Plex Building	Allowed	Allowed	Allowed	X	Allowed	X	X
Cottage Court Building	Allowed	Allowed	Allowed	X	X	X	X

Building Types	LS	MS	MX	RAC	IC	IE	HI
Multifamily Building	X	Allowed	Allowed	Allowed	Allowed	X	X
Mid-rise Residential Building	X	X	Allowed	Allowed	Allowed	X	X
Mixed-Use Residential Building	Allowed	Allowed	Allowed	Allowed	Allowed	X	X
Mixed-Use Office Building	X	Allowed	Allowed	Allowed	Allowed	Allowed	X
Commercial Block Building	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	X
Big Box Retail Building	X	X	X	Allowed	Allowed	Allowed	X
Flexible Use Building	X	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed
Industrial / Distribution Building	X	X	X	X	X	Allowed	Allowed
Structured Parking Garage Building	X	X	Allowed	Allowed	Allowed	Allowed	Allowed
Civic / Institutional Building	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	X

Table 2. Draft Building Types and allowances within each base district.

- **Use Requirements –** Permitted uses will be associated with each district. Similar to the existing code, uses are classified as permitted, conditional or prohibited, shown as a filled in circle, half circle and open circle/blank space respectively in the draft use table. Within each base district, uses will be categorized as primary uses, accessory uses or temporary uses. A primary use refers to the principal activity or purpose carried out within the main building or lot, an accessory use is subordinate to the primary use and a temporary use is one that is not permitted outright but is allowed due to temporary, seasonal or the transient nature of the use. Attachment A includes the full draft use table with both use categories and individual uses that nest under each category. More information on Use Categories and Allowances for individual uses are on page 93 of attachment A - Draft Base Districts, Building Types and Use Table.

- **Overlay Districts** – Overlay districts recognize that some areas are more important than others for meeting the City's policy goals and reducing location specific impacts. The below list summarizes proposed new overlays, existing overlays that will

continue, and existing overlays that are no longer needed to achieve City policy objectives.

- Proposed new overlay districts
  - Active Ground Floor Use Required (NEW): This overlay replaces existing requirements for active ground floor uses in commercial and mixed use zones, which have been a significant barrier to development overall and housing production specifically. It significantly reduces the areas where active ground floor uses are required and expands the list of uses that meet this requirement.
  - Active Ground Floor Use Ready (NEW): This overlay requires taller floor to ceiling heights and greater transparency on new ground floor residential uses to make it easier to convert to active commercial uses in the future. This is intended to advance connected and accessible neighborhood form in areas that currently lack services but show little to no market viability for new commercial space.
  - Station Areas (NEW): This overlay eliminates height limits regardless of base district and requires the applicant to demonstrate that any surface parking can be redeveloped in the future. It applies to properties that are within or partially within a quarter-mile radius of all current and future bus rapid transit (BRT) and light rail transit (LRT) stations and complies with the non-affordability related requirements of HB 1491.
  - Industrial Holding (NEW): This overlay applies Heavy Industrial (HI) development standards to Columbia Business Center, until such time as the City and property owners agree to remove the Industrial Holding overlay and allow for development under new Regional Activity Center (RAC) base zone.
- Existing Overlays that are proposed to continue:
  - Downtown Overlay: includes all downtown specific requirements, including recently updated Downtown Design Guidelines
  - Noise Impact Overlay District: Requires additional sound insulation for residential development in areas impacted by unusually high levels of noise due to proximity to aircraft flight paths, railroads and freeways.
  - Airport Overlay District: complies with Federal Aviation Administration (FAA) height restrictions related to airport operations.
  - Heritage Overlay Districts: currently applies to Main Street generally south of 11th Street and to the Academy site at Evergreen and C Street, and applies standards related to the preservation of buildings listed on the local, state or national lists of historic structures. A third historic overlay is proposed to be added to the Historic Reserve (City and National Parks Service owned lands) to codify existing protections in the new code.
- Existing overlays proposed for elimination:
  - Evergreen and Grand Overlay District: standards are integrated into the new building types and applied more widely around the City.

  - Fourth Plain Overlay District: key provisions on the relationship of buildings to the street, parking, and density integrated into new code and applied more widely.
  - Hough Neighborhood Overlay District: no longer needed given nonconforming provisions in the new code.
  - Office Development Overlay District: no longer applicable given mixing allowances in the new code.
  - Surface Mining Overlay District: no longer applicable because this activity is no longer occurring in the City.
  - Transit Overlay District: replaced by new Station Area Overlay.
  - Vision Overlay District: applied to three block area and no longer consistent with City policy or new code.

- **Parking Requirements -** Currently, parking is regulated under Vancouver Municipal Code (VMC) section 20.945. Tables 20.945.070-1 and -2 specify the use types and minimum standards associated with each use. It is well documented that off-street parking requirements tend to drive up the cost of development overall, particularly housing costs, and result in efficient use of land. In alignment with best practices, the new code does not include minimum or maximum parking requirements, and instead relies on development to determine how much off-street parking is needed to serve intended users. Some larger uses - like performing arts centers or sports facilities - would still be required to provide off-street parking based on the results of a parking study. The new code will include regulations for parking stall sizes, maneuvering areas, landscaping and lighting that are similar to current standards.

Additional Standards:

- Step downs / buffering between zoning districts: New code proposes buffering standards that are consistent with our current code between zoning districts.
- Master Plans: These would be required for sites 10 acres or larger in MUN or RAC zones and would require some level of open space dedication, and optional for sites 5 acres or larger in any zone. The new code proposes that master plans smaller than 25 acres go through an administrative review process; those 25 acres and above are reviewed by the Planning Commission and City Council.
- By Right Development: New proposed code aligns SEPA exemption thresholds with a Type 1 Administrative review process. This applies to residential projects of 200 units or less and commercial or office projects of 30,000 square feet or less.
- Calculating Density: New proposed code applies a ratio for purposes of calculating density that is different than total unit calculations. This is intended to incentivize family-sized units and not artificially drive development toward studio and one-bedroom units in order to comply with minimum density requirements.

Unit Type	Density Value
Studio / 1 bedroom	1
2 bedrooms	1.25
3+ bedrooms	1.5

Next Steps
In February and March of this year, the Council will continue to review draft Comprehensive Plan chapters and the draft code in workshop format. The project team anticipates publishing a Draft Comprehensive Plan and Title 20 Land Use and Development Code in mid-February, for community, board and commission, Council and Department of Commerce review. The Comprehensive Plan update and Zoning Code update have a June 2026 adoption deadline.

Attachment
- Attachment A: Draft Base Districts, Building Types and Use Table

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OUR COMMUNITY CODE

THE CITY OF VANCOUVER, WA

DRAFT: 12.10.25

CHAPTER 20.100

Administration

TO BE INSERTED WHEN ALL DOCUMENT LANGUAGE APPROVED BY THE CITY.

CHAPTER 20.200

Land Use Decisions

TO BE INSERTED WHEN ALL DOCUMENT LANGUAGE APPROVED BY THE CITY.

CHAPTER 20.300

Land Divisions

TO BE INSERTED WHEN ALL DOCUMENT LANGUAGE APPROVED BY THE CITY.

CHAPTER 20.400

Development Standards

20.400.001 PURPOSE.

The purpose of this chapter is to establish development standards that guide high-quality, context-sensitive growth within the City of Vancouver. These standards support a broader range of mixed-use and middle-housing options while preserving neighborhood livability and protecting consumer choice in the housing market. Flexibility is encouraged by allowing a diverse set of building types in each district, provided they reinforce the intended land-use character and contribute positively to the surrounding urban form to the extent possible.

20.400.002 DEVELOPMENT STANDARDS.

20.410 Zoning Districts.

20.420 Building Types.

20.430 Use Requirements.

20.440 Frontage Types.

20.450 Additional Development Standards.

CHAPTER 20.410

Zoning Districts

20.410.001 PURPOSE.

The purpose of this chapter is to introduce ten (10) city-wide zoning districts, each with baseline zoning requirements applicable to every parcel of property (lot). The zoning districts are aligned with the place-type goals outlined in the future land use plan and include requirements for base densities, height ranges, and allowable building types.

20.410.002 APPLICABILITY.

This chapter shall be applicable to all permit applications on any lot or lots. Building types and primary use types associated with any permit shall also be subject to subject to **Chapter 20.270 VMC Site Plan Review**, and as applicable per standards or submittal requirements for the primary use type or types per **Chapter 20.430 VMC Use Requirements**.

20.410.003 ESTABLISHMENT OF ZONING DISTRICTS.

The zoning districts include the following:

20.410.010 Low-Scale Neighborhood District (LS).

20.410.020 Medium-Scale Neighborhood District (MS).

20.410.030 Mixed-Use Neighborhood District (MX).

20.410.040 Regional Activity Center (RA).

20.410.050 Institutional / Campus District (IC).

20.410.060 Industrial / Employment District (IE).

20.410.070 Heavy Industrial District (HI).

20.410.080 Manufactured Home District (MH).

20.410.090 Parks and Open Space District (PO).

20.410.100 Natural Areas District (NA).

20.410.010 LOW-SCALE NEIGHBORHOOD

Character Image

1. PURPOSE AND CHARACTER.

The Low-Scale Neighborhood District (LS) is designed to foster a community characterized by lower intensity and scaled housing that includes diverse middle housing options. This includes a range of housing types such as single-family homes, townhouses, rowhouses, duplexes, triplexes, fourplexes, fiveplexes, six-plexes, stacked flats, and cottage cluster housing. The LS district also encourages smaller-scale commercial activities at corner nodes to enhance neighborhood life, such as cafés, salons, professional services, and restaurants. The character image on this page is advisory only.

2. ADDITIONAL REQUIREMENTS.

- See **Chapter 20.450 VMC Additional Development Standards** of this code for other requirements that may apply to this district.
- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

Building Types (See Chapter 20.420 VMC)	Allowable
010 Single-Family Residential Building (SFB)	**Yes**
020 Townhouse / Rowhouse Building (TRB)	**Yes**
030 Stacked Multi-Plex Building (SMB)	**Yes**
040 Flex-Plex Building (FPB)	**Yes**
050 Cottage Court Building (CCB)	**Yes**
060 Multifamily Building (MFB)	**No**
070 Mid-Rise Residential Building (MIB)	**No**
080 Mixed-Use Residential Building (MXB)	**Yes**
090 Mixed-Use Office Building (MOB)	**No**
100 Commercial Block Building (CBB)	**Yes**
110 Big Box Retail Building (BRB)	**No**
120 Flexible-Use Building (FUB)	**No**
130 Industrial / Distribution Building (IDB)	**No**
140 Structured Parking Garage Building (SPB)	**No**
150 Civic / Institutional Building (CIB)	**Yes**

Table of Allowable Building Types

3. BASE DENSITY.

- **Minimum Density.** Eight (8) Units per Acre.
- **Maximum Density.** No Maximum.

4. HEIGHT RANGE.

- **Minimum Height.** No minimum.
- **Maximum Height.** Three (3) floors and forty-five (45') feet.

5. BUILDING TYPES.

See table on this page for allowable building types within the district. See **Chapter 20.420 VMC Building Types** of this code for building type requirements.

6. USE REQUIREMENTS.

See **Chapter 20.430 VMC Use Requirements** of this code for individual use permit requirements.

010 LS

20.410.020 MEDIUM-SCALE NEIGHBORHOOD

Character Image

1. PURPOSE AND CHARACTER.

The Medium-Scale Neighborhood District (MS) is designed to foster a vibrant community with medium-intensity housing and a variety of "missing middle" housing options. This includes housing types such as courtyard buildings, apartment buildings, and multifamily buildings, complementing those found in LS. The MS district also supports commercial activities that enhance neighborhood vitality and creates main streets, such as cafés, restaurants, small offices, retail shops, and other local businesses. The character image on this page is advisory only.

2. ADDITIONAL REQUIREMENTS.

- See **Chapter 20.450 VMC Additional Development Standards** of this code for other requirements that may apply to this district.
- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

Building Types (See Chapter 20.420 VMC)	Allowable
010 Single-Family Residential Building (SFB)	**Yes**
020 Townhouse / Rowhouse Building (TRB)	**Yes**
030 Stacked Multi-Plex Building (SMB)	**Yes**
040 Flex-Plex Building (FPB)	**Yes**
050 Cottage Court Building (CCB)	**Yes**
060 Multifamily Building (MFB)	**Yes**
070 Mid-Rise Residential Building (MIB)	**No**
080 Mixed-Use Residential Building (MXB)	**Yes**
090 Mixed-Use Office Building (MOB)	**Yes**
100 Commercial Block Building (CBB)	**Yes**
110 Big Box Retail Building (BRB)	**No**
120 Flexible-Use Building (FUB)	**Yes**
130 Industrial / Distribution Building (IDB)	**No**
140 Structured Parking Garage Building (SPB)	**No**
150 Civic / Institutional Building (CIB)	**Yes**

Table of Allowable Building Types

3. BASE DENSITY.

- **Minimum Density.** Sixteen (16) Units per Acre.
- **Maximum Density.** No Maximum.

4. HEIGHT RANGE.

- **Minimum Height.** No minimum.
- **Maximum Height.** Seventy-five (75') feet.

5. BUILDING TYPES.

See table on this page for allowable building types within the district. See **Chapter 20.420 VMC Building Types** of this code for building type requirements.

6. USE REQUIREMENTS.

See **Chapter 20.430 VMC Use Requirements** of this code for individual use permit requirements.

020 MS

20.410.030 MIXED-USE NEIGHBORHOOD

Character Image

1. PURPOSE AND CHARACTER.

The Mixed-Use Neighborhood District (MX) is designed to foster a vibrant, walkable environment that integrates diverse housing options with commercial uses and urban public spaces, connected by pedestrian-friendly streets. Housing options in this district include mid-rise residential buildings, mixed-use developments, and multifamily buildings of varying scales, expanding upon those found in the Medium-Scale Neighborhood District (MS). The MX district also supports a range of commercial activities that enhance the district's vibrancy, such as professional offices, medical services, cafés, restaurants, grocery stores, markets, and other retail shops. The character image on this page is advisory only.

2. ADDITIONAL REQUIREMENTS.

- See **Chapter 20.450 VMC Additional Development Standards** of this code for other requirements that may apply to this district.
- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

Building Types (See Chapter 20.420 VMC)	Allowable
010 Single-Family Residential Building (SFB)	**No**
020 Townhouse / Rowhouse Building (TRB)	**Yes**
030 Stacked Multi-Plex Building (SMB)	**Yes**
040 Flex-Plex Building (FPB)	**Yes**
050 Cottage Court Building (CCB)	**Yes**
060 Multifamily Building (MFB)	**Yes**
070 Mid-Rise Residential Building (MIB)	**Yes**
080 Mixed-Use Residential Building (MXB)	**Yes**
090 Mixed-Use Office Building (MOB)	**Yes**
100 Commercial Block Building (CBB)	**Yes**
110 Big Box Retail Building (BRB)	**No**
120 Flexible-Use Building (FUB)	**Yes**
130 Industrial / Distribution Building (IDB)	**No**
140 Structured Parking Garage Building (SPB)	**Yes**
150 Civic / Institutional Building (CIB)	**Yes**

Table of Allowable Building Types

3. BASE DENSITY.

- **Minimum Density.** Thirty-Two (32) Units per Acre.
- **Maximum Density.** No Maximum.

4. HEIGHT RANGE.

- **Minimum Height.** No minimum.
- **Maximum Height.** One hundred and ten (110') feet.
- **Maximum Buffer Height.** See **Table 20.410.004.1**.

5. BUILDING TYPES.

See table on this page for allowable building types within the district. See **Chapter 20.420 VMC Building Types** of this code for building type requirements.

6. USE REQUIREMENTS.

See **Chapter 20.430 VMC Use Requirements** of this code for individual use permit requirements.

030 MX

20.410.040 REGIONAL ACTIVITY CENTER

Character Image

1. PURPOSE AND CHARACTER.

The Regional Activity Center District (RA) is designed to foster economic growth, provide diverse entertainment and civic opportunities, and address housing needs. This district encourages the development of compact, mixed-use areas with integrated open spaces that seamlessly connect the city's core to surrounding neighborhoods through walkable corridors and frequent transit access. Housing options in the RA include mid-rise residential buildings, mixed-use developments, podium buildings, and multifamily structures of various scales. The district also supports a wide range of commercial activities and complementary uses that enhance its vibrancy and diversity, such as mixed-use offices, structured parking, and civic or institutional buildings. The character image on this page is advisory only.

2. ADDITIONAL REQUIREMENTS.

- See **Chapter 20.450 VMC Additional Development Standards** of this code for other requirements that may apply to this district.
- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

Building Types (See Chapter 20.420 VMC)	Allowable
010 Single-Family Residential Building (SFB)	**No**
020 Townhouse / Rowhouse Building (TRB)	**No**
030 Stacked Multi-Plex Building (SMB)	**No**
040 Flex-Plex Building (FPB)	**No**
050 Cottage Court Building (CCB)	**No**
060 Multifamily Building (MFB)	**Yes**
070 Mid-Rise Residential Building (MIB)	**Yes**
080 Mixed-Use Residential Building (MXB)	**Yes**
090 Mixed-Use Office Building (MOB)	**Yes**
100 Commercial Block Building (CBB)	**Yes**
110 Big Box Retail Building (BRB)	**Yes**
120 Flexible-Use Building (FUB)	**Yes**
130 Industrial / Distribution Building (IDB)	**No**
140 Structured Parking Garage Building (SPB)	**Yes**
150 Civic / Institutional Building (CIB)	**Yes**

Table of Allowable Building Types

3. BASE DENSITY.

- **Minimum Density.** Sixty-Four (64) Units per Acre.
- **Maximum Density.** No Maximum.

4. HEIGHT RANGE.

- **Minimum Height.** No minimum.
- **Maximum Height.** No maximum.

5. BUILDING TYPES.

See table on this page for allowable building types within the district. See **Chapter 20.420 VMC Building Types** of this code for building type requirements.

6. USE REQUIREMENTS.

See **Chapter 20.430 VMC Use Requirements** of this code for individual use permit requirements.

040 RA

20.410.050 INSTITUTIONAL / CAMPUS

Character Image

1. PURPOSE AND CHARACTER.

The Institutional / Campus District (IC) is designed to foster areas that will support academic, civic, and medical institutions and provide housing options that blend with the district character. These may also include uses such as athletic facilities, event spaces, equipment, and other accessory uses that are needed to support the city's valuable institutions and enhance economic development. Housing options in the IC district include rowhouses, rowhouses, multifamily buildings, and mid-rise buildings intended to encourage more walking and biking to work. The character image on this page is advisory only.

2. ADDITIONAL REQUIREMENTS.

- See **Chapter 20.450 VMC Additional Development Standards** of this code for other requirements that may apply to this district.
- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

Building Types (See Chapter 20.420 VMC)	**Allowable**
010 Single-Family Residential Building (SFB)	**No**
020 Townhouse / Rowhouse Building (TRB)	**Yes**
030 Stacked Multi-Plex Building (SMB)	**Yes**
040 Flex-Plex Building (FPB)	**Yes**
050 Cottage Court Building (CCB)	**No**
060 Multifamily Building (MFB)	**Yes**
070 Mid-Rise Residential Building (MIB)	**Yes**
080 Mixed-Use Residential Building (MXB)	**Yes**
090 Mixed-Use Office Building (MOB)	**Yes**
100 Commercial Block Building (CBB)	**Yes**
110 Big Box Retail Building (BRB)	**Yes**
120 Flexible-Use Building (FUB)	**Yes**
130 Industrial / Distribution Building (IDB)	**No**
140 Structured Parking Garage Building (SPB)	**Yes**
150 Civic / Institutional Building (CIB)	**Yes**

Table of Allowable Building Types

3. BASE DENSITY.

- **Minimum Density.** No Minimum.
- **Maximum Density.** No Maximum.

4. HEIGHT RANGE.

- **Minimum Height.** No minimum.
- **Maximum Height.** No Maximum.

5. BUILDING TYPES.

See table on this page for allowable building types within the district. See **Chapter 20.420 VMC Building Types** of this code for building type requirements.

6. USE REQUIREMENTS.

See **Chapter 20.430 VMC Use Requirements** of this code for individual use permit requirements.

050 IC

20.410.060 INDUSTRIAL / EMPLOYMENT

Character Image

1. PURPOSE AND CHARACTER.

The Industrial/Employment District (IE) is designed to foster a mix of larger-scale industrial facilities, warehousing, and flexible-use spaces alongside smaller multi-tenant industrial and office uses. Clustered to promote economic development and synergy between business and industries, the IE district also includes parks and open spaces that buffer industrial areas and connections to adjacent residential areas to encourage more walking and biking to work. The character image on this page is advisory only.

2. ADDITIONAL REQUIREMENTS.

- See **Chapter 20.450 VMC Additional Development Standards** of this code for other requirements that may apply to this district.
- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

Building Types (See Chapter 20.420 VMC)	Allowable
010 Single-Family Residential Building (SFB)	**No**
020 Townhouse / Rowhouse Building (TRB)	**No**
030 Stacked Multi-Plex Building (SMB)	**No**
040 Flex-Plex Building (FPB)	**No**
050 Cottage Court Building (CCB)	**No**
060 Multifamily Building (MFB)	**No**
070 Mid-Rise Residential Building (MIB)	**No**
080 Mixed-Use Residential Building (MXB)	**No**
090 Mixed-Use Office Building (MOB)	**Yes**
100 Commercial Block Building (CBB)	**Yes**
110 Big Box Retail Building (BRB)	**Yes**
120 Flexible-Use Building (FUB)	**Yes**
130 Industrial / Distribution Building (IDB)	**Yes**
140 Structured Parking Garage Building (SPB)	**Yes**
150 Civic / Institutional Building (CIB)	**Yes**

Table of Allowable Building Types

3. BASE DENSITY.

- **Minimum Density.** No Minimum.
- **Maximum Density.** No Maximum.

4. HEIGHT RANGE.

- **Minimum Height.** No minimum.
- **Maximum Height.** One hundred and fifty (150') feet.

5. BUILDING TYPES.

See table on this page for allowable building types within the district. See **Chapter 20.420 VMC Building Types** of this code for building type requirements.

6. USE REQUIREMENTS.

See **Chapter 20.430 VMC Use Requirements** of this code for individual use permit requirements.

060 IE

20.410.070 HEAVY INDUSTRIAL

Character Image

1. PURPOSE AND CHARACTER.

The Heavy Industrial District (HI) is designed to foster large-scale industrial activities, such as manufacturing, processing, and distribution, while integrating principles of walkability and bikability to enhance functionality and aesthetics. The HI district emphasizes efficient land use, incorporating landscaped buffers, shared pathways, and well-planned building orientation to minimize conflicts between industrial operations and pedestrian-friendly environments that traverse the area. The character image on this page is advisory only.

2. ADDITIONAL REQUIREMENTS.

- See **Chapter 20.450 VMC Additional Development Standards** of this code for other requirements that may apply to this district.
- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

Building Types (See Chapter 20.420 VMC)	Allowable
010 Single-Family Residential Building (SFB)	**No**
020 Townhouse / Rowhouse Building (TRB)	**No**
030 Stacked Multi-Plex Building (SMB)	**No**
040 Flex-Plex Building (FPB)	**No**
050 Cottage Court Building (CCB)	**No**
060 Multifamily Building (MFB)	**No**
070 Mid-Rise Residential Building (MIB)	**No**
080 Mixed-Use Residential Building (MXB)	**No**
090 Mixed-Use Office Building (MOB)	**No**
100 Commercial Block Building (CBB)	**No**
110 Big Box Retail Building (BRB)	**No**
120 Flexible-Use Building (FUB)	**Yes**
130 Industrial / Distribution Building (IDB)	**Yes**
140 Structured Parking Garage Building (SPB)	**Yes**
150 Civic / Institutional Building (CIB)	**No**

Table of Allowable Building Types

3. BASE DENSITY.

- **Minimum Density.** Not applicable.
- **Maximum Density.** Not applicable..

4. HEIGHT RANGE.

- **Minimum Height.** No minimum.
- **Maximum Height.** No maximum.

5. BUILDING TYPES.

See table on this page for allowable building types within the district. See **Chapter 20.420 VMC Building Types** of this code for building type requirements.

6. USE REQUIREMENTS.

See **Chapter 20.430 VMC Use Requirements** of this code for individual use permit requirements.

070 HI

20.410.080 MANUFACTURED HOME

Character Image

1. PURPOSE AND CHARACTER.

The Manufactured Home District (MH) is designed to preserve areas for manufactured housing, protecting long-term affordability and preventing displacement of existing residents. The MH district supports community stability and ensures access to lower-cost housing by limiting new development within these areas and promoting inclusive land use practices. The character image on this page is advisory only.

2. ADDITIONAL REQUIREMENTS.

- See **Chapter 20.450 VMC Additional Development Standards** of this code for other requirements that may apply to this district.
- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

Building Types (See Chapter 20.420 VMC)	Allowable
010 Single-Family Residential Building (SFB)	**No**
020 Townhouse / Rowhouse Building (TRB)	**No**
030 Stacked Multi-Plex Building (SMB)	**No**
040 Flex-Plex Building (FPB)	**No**
050 Cottage Court Building (CCB)	**No**
060 Multifamily Building (MFB)	**No**
070 Mid-Rise Residential Building (MIB)	**No**
080 Mixed-Use Residential Building (MXB)	**No**
090 Mixed-Use Office Building (MOB)	**No**
100 Commercial Block Building (CBB)	**No**
110 Big Box Retail Building (BRB)	**No**
120 Flexible-Use Building (FUB)	**No**
130 Industrial / Distribution Building (IDB)	**No**
140 Structured Parking Garage Building (SPB)	**No**
150 Civic / Institutional Building (CIB)	**No**

Table of Allowable Building Types

3. BASE DENSITY.

- **Minimum Density.** Not applicable.
- **Maximum Density.** Not applicable..

4. HEIGHT RANGE.

- **Minimum Height.** No minimum.
- **Maximum Height.** Fifteen (15') feet.

5. BUILDING TYPES.

See table on this page for allowable building types within the district. See **Chapter 20.420 VMC Building Types** of this code for building type requirements.

6. USE REQUIREMENTS.

See **Chapter 20.430 VMC Use Requirements** of this code for individual use permit requirements.

080 MH

20.410.090 PARKS / OPEN SPACE

Character Image

1. PURPOSE AND CHARACTER.

The purpose of the Parks / Open Space District (PO) is designed to provide a range of open spaces that support the community in a variety of ways. Neighborhood parks support local recreation, active lifestyles, and community engagement, while community parks offer larger amenities like sports fields, skate parks, trails, and public art. Regional parks provide diverse recreation with trails, sports facilities, and natural features, while civic plazas, linear parks, and special-use facilities cater to dense urban areas and specialized activities and user groups. The character image on this page is advisory only.

2. ADDITIONAL REQUIREMENTS.

- See **Chapter 20.450 VMC Additional Development Standards** of this code for other requirements that may apply to this district.
- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

Building Types (See Chapter 20.420 VMC)	Allowable
010 Single-Family Residential Building (SFB)	**No**
020 Townhouse / Rowhouse Building (TRB)	**No**
030 Stacked Multi-Plex Building (SMB)	**No**
040 Flex-Plex Building (FPB)	**No**
050 Cottage Court Building (CCB)	**No**
060 Multifamily Building (MFB)	**No**
070 Mid-Rise Residential Building (MIB)	**No**
080 Mixed-Use Residential Building (MXB)	**No**
090 Mixed-Use Office Building (MOB)	**No**
100 Commercial Block Building (CBB)	**No**
110 Big Box Retail Building (BRB)	**No**
120 Flexible-Use Building (FUB)	**No**
130 Industrial / Distribution Building (IDB)	**No**
140 Structured Parking Garage Building (SPB)	**No**
150 Civic / Institutional Building (CIB)	**Yes**

Table of Allowable Building Types

3. BASE DENSITY.

- **Minimum Density.** Not applicable.
- **Maximum Density.** Not applicable.

4. HEIGHT RANGE.

- **Minimum Height.** No minimum.
- **Maximum Height.** Forty-five (45') feet.

55. BUILDING TYPES.

See table on this page for allowable building types within the district. See **Chapter 20.420 VMC Building Types** of this code for building type requirements.

6. USE REQUIREMENTS.

See **Chapter 20.430 VMC Use Requirements** of this code for individual use permit requirements.

090 PO

20.410.100 NATURAL AREAS

Character Image

1. PURPOSE AND CHARACTER.

The purpose of the Natural Areas District (NA) is designed to establish primarily undeveloped lands managed for ecological value and light-impact recreation. Ranging from small urban sites to vast regional landscapes, they support activities like bird-watching, environmental education, walking, running, biking, and hiking. The NA District is intended to offer relief from urban density while preserving sensitive ecosystems such as wetlands, floodplains, riparian zones, mature woodlands, wildlife habitats, scenic viewpoints, wooded ridgelines, and prairie meadows. The character image on this page is advisory only.

2. ADDITIONAL REQUIREMENTS.

- See **Chapter 20.450 VMC Additional Development Standards** of this code for other requirements that may apply to this district.
- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

Building Types (See Chapter 20.420 VMC)	Allowable
010 Single-Family Residential Building (SFB)	**No**
020 Townhouse / Rowhouse Building (TRB)	**No**
030 Stacked Multi-Plex Building (SMB)	**No**
040 Flex-Plex Building (FPB)	**No**
050 Cottage Court Building (CCB)	**No**
060 Multifamily Building (MFB)	**No**
070 Mid-Rise Residential Building (MIB)	**No**
080 Mixed-Use Residential Building (MXB)	**No**
090 Mixed-Use Office Building (MOB)	**No**
100 Commercial Block Building (CBB)	**No**
110 Big Box Retail Building (BRB)	**No**
120 Flexible-Use Building (FUB)	**No**
130 Industrial / Distribution Building (IDB)	**No**
140 Structured Parking Garage Building (SPB)	**No**
150 Civic / Institutional Building (CIB)	**No**

Table of Allowable Building Types

3. BASE DENSITY.

- **Minimum Density.** Not applicable.
- **Maximum Density.** Not applicable..

4. HEIGHT RANGE.

- **Minimum Height.** No minimum.
- **Maximum Height.** Forty-five (45') feet.

5. BUILDING TYPES.

See table on this page for allowable building types within the district. See **Chapter 20.420 VMC Building Types** of this code for building type requirements.

6. USE REQUIREMENTS.

See **Chapter 20.430 VMC Use Requirements** of this code for individual use permit requirements.

100 NA

20.410.004 LOT TYPE BUFFERS.

In order for new construction and major renovations to provide adequate buffering—mitigating the impacts of building height and other potential nuisances on adjacent, more sensitive uses—this section establishes lot-type buffering standards applicable to all new building types. The general goal of this section is to balance new development in more intense districts with existing development and lower-intensity districts in terms of heights and build out. These lot type buffers are applicable to the side or rear property lines (and associated setbacks) for any lot or lots which utilizes a building type as part of this chapter of the code.

20.410.004.3 Building Type Requirements

The lot type buffers required by this chapter may be taken into account to meet building type requirements per **Chapter VMC 20.420 Building Types**, specifically including meeting any setback or build-out requirements for lot dimensions and coverage, building placement and buildout, and parking and access. In the event of a conflict with the building type requirements, the more stringent dimension shall apply.

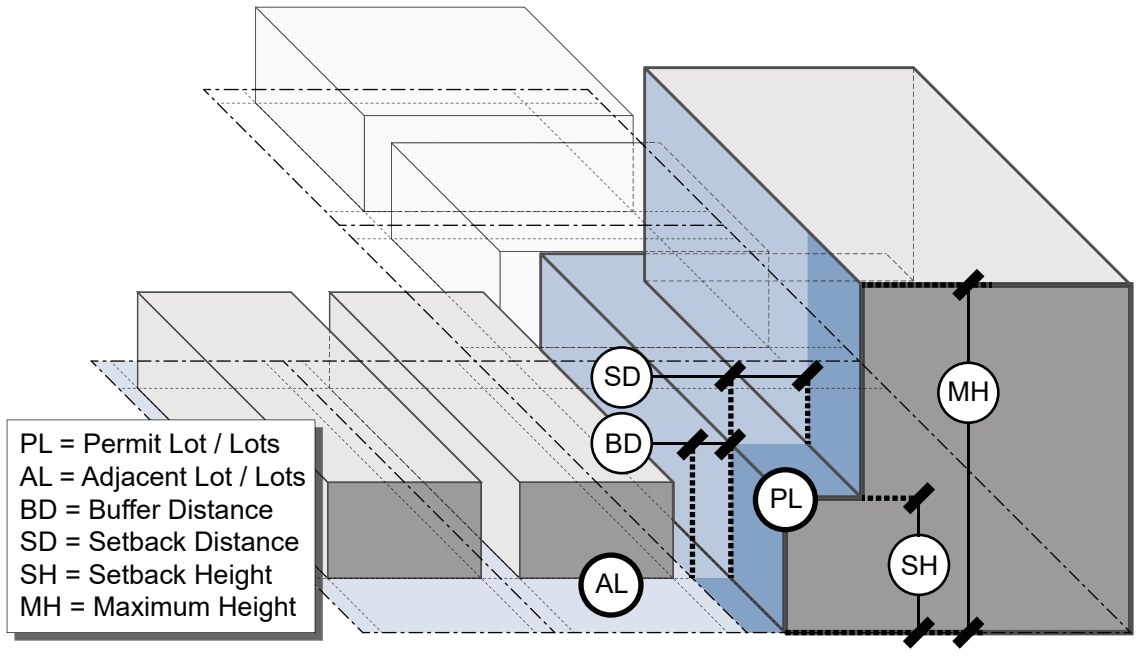
20.410.004.4 Landscape Requirements

All lot types subject to this Chapter must also meet the Minimum Landscaping and Buffer Setback Standards identified in **Chapter VMC Landscaping - Table 20.450.006.030-1 Minimum Landscaping and Buffer Setback Standards** of this code. In the event of a conflict between this chapter and the table, this chapter's dimensional requirements will supercede other chapters.

20.410.004.1 Overview of Lot Type Buffers

The following diagram provides a brief overview of how lot type buffers are intended to work for the building types along with an associated way to measure and account for the buffer, height limitations, and setback distance associated. This diagram is purely an example for illustrative purposes.

Table 10.410.004.1: Lot Type Buffer Diagram



20.410.004.4 Lot Type By Base District

The following table provides a guide to lot type buffers for all new building types based on the zoning district of the permitted lots or lots and the adjacent lot or lot. Maximum height is always regulated by the zoning district established in this chapter. Lot buffer types indicating "N/A" are not applicable and must only meet the building placement and buildout requirements for the associated building type or types in **Chapter 20.420 VMC Building Types**. The following lot type buffers are applicable:

<table>
<tr><td></td><td></td><td colspan="10">Adjacent Lot Type or Types (AL)</td></tr>
<tr><td></td><td></td><td>LS</td><td>MS</td><td>MX</td><td>RA</td><td>IC</td><td>IE</td><td>HI</td><td>MH</td><td>PO</td><td>NA</td></tr>
<tr><td rowspan="10">Lot Type or Types on Permit (PL)</td><td>LS</td><td colspan="9">N/A</td></tr>
<tr><td>MS</td><td colspan="7">N/A</td><td rowspan="3">BU=10′
SH=35′
SD=20′</td><td>N/A</td></tr>
<tr><td>MX</td><td>BD=15′
SH=35′
SD=20′</td><td>BD=10′
SH=55′
SD=15′</td><td colspan="3" rowspan="2">N/A</td><td rowspan="2">BD=10′
SH=55′
SD=20′</td><td>N/A</td></tr>
<tr><td>RA</td><td rowspan="2">BD=25′
SH=55′
SD=30′</td><td rowspan="2">BD=15′
SH=75′
SD=20′</td><td>N/A</td></tr>
<tr><td>IC</td><td>N/A</td></tr>
<tr><td>IE</td><td>BD=35′
SH=35′
SD=40</td><td>BD=20′
SH=55′
SD=30</td><td colspan="2">BD=15′
SH=75′
SD=20</td><td>N/A</td><td>BD=10′
SH=55′
SD=30</td><td rowspan="2">BD=25′
SH=35′
SD=30</td><td>N/A</td></tr>
<tr><td>HI</td><td colspan="2">BD=45′
SH=35′
SD=50</td><td colspan="2">BD=35′
SH=55′
SD=50</td><td colspan="2">N/A</td><td>N/A</td></tr>
<tr><td>MH</td><td colspan="9">N/A</td></tr>
<tr><td>PO</td><td colspan="9">N/A</td></tr>
<tr><td>NA</td><td colspan="9">N/A</td></tr>
</table>

BD = Buffer Distance | SD = Setback Distance | SH = Setback Height | MH = Maximum Height (per Zoning District)

CHAPTER 20.420

Building Types

20.420.001 PURPOSE.

This chapter introduces fifteen (15) building types that support the implementation of the code by enabling a fine-grained mix of structures tailored to each zoning district's character and scale. Each type is regulated by standards for lot size, setbacks, frontage, massing, and articulation. These standards ensure new development aligns with the intended character, complements the surrounding context, and contributes to a cohesive, walkable, and vibrant built environment that reinforces a strong sense of place.

20.420.002 APPLICABILITY.

This chapter shall be applicable to all permit applications for new construction or major renovations on any lot or lots. Building types included in this chapter are subject to **Chapter 20.270 VMC Site Plan Review**, and as applicable per standards or submittal requirements for the primary use type or types associated with the building type per **Chapter 20.430 VMC Use Requirements**.

20.420.003 ESTABLISHMENT OF BUILDING TYPES.

The building types include the following:

20.420.010 Single Family Residential Building Type (SFB).

20.420.020 Townhouse / Rowhouse Building Type (TRB).

20.420.030 Stacked Multi-Plex Building Type (SMB).

20.420.040 Flex-Plex Building Type (FPB).

20.420.050 Cottage Court Building Type (CCB).

20.420.060 Multifamily Building Type (MFB).

20.420.070 Mid-Rise Residential Building Type (MIB).

20.420.080 Mixed-Use Residential Building Type (MXB).

20.420.090 Mixed-Use Office Building Type (MOB).

20.420.100 Commercial Block Building Type (CBB).

20.420.110 Big Box Retail Building Type (BRB).

20.420.120 Flexible Use Building Type (FUB).

20.420.130 Industrial / Distribution Building Type (IDB).

20.420.140 Structured Parking Garage Building Type (SPB).

20.420.150 Civic / Institutional Building Type (CIB).

20.420.004 ALLOWABLE BUILDING TYPES PER ZONING DISTRICT.

The table below outlines the allowable building types for each zoning district, including their abbreviations and the required number of residential units. "Yes" means that the building type is allowable within the zoning district. "No" means that the building type is not allowable within the zoning district.

	Building Type	Abbr.	LS	MS	MX	RA	IC	IE	HI	MH	PO	NA
010	Single-Family Residential Building	SFB	Yes	Yes	No	No	No	No	No	No	No	No
020	Townhouse / Rowhouse Building	TRB	Yes	Yes	Yes	No	Yes	No	No	No	No	No
030	Stacked Multi-Plex Building	SMB	Yes	Yes	Yes	No	Yes	No	No	No	No	No
040	Flex-Plex Building	FPB	Yes	Yes	Yes	No	Yes	No	No	No	No	No
050	Cottage Court Building	CCB	Yes	Yes	Yes	No	No	No	No	No	No	No
060	Multifamily Building	MFB	No	Yes	Yes	Yes	Yes	No	No	No	No	No
070	Mid-Rise Residential Building	MIB	No	No	Yes	Yes	Yes	No	No	No	No	No
080	Mixed-Use Residential Building	MXB	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No
090	Mixed-Use Office Building	MOB	No	Yes	Yes	Yes	Yes	Yes	No	No	No	No
100	Commercial Block Building	CBB	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
110	Big Box Retail Building	BRB	No	No	No	Yes	Yes	Yes	No	No	No	No
120	Flexible-Use Building	FUB	No	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
130	Industrial / Distribution Building	IDB	No	No	No	No	No	Yes	Yes	No	No	No
140	Structured Parking Garage Building	SPB	No	No	Yes	Yes	Yes	Yes	Yes	No	No	No
150	Civic / Institutional Building	CIB	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	No

20.420.005 UNDERSTANDING THE STREET NETWORK.

Streets and open spaces are vital in codes because they define the public realm, shape how people interact with their environment, and build value around public investment. Streets should be designed as more than transportation corridors, prioritizing pedestrians, cyclists, and social activity through features like wide sidewalks, bike lanes, and active building frontages, fostering connectivity, safety, and a human-scaled urban experience. Open spaces, including parks, plazas, and greenways, complement this network by providing areas for recreation, relaxation, and community gatherings while supporting environmental goals like stormwater management and urban cooling. Together, streets and open spaces create a cohesive, multi-functional public realm that enhances walkability, promotes a sense of place, and improves the overall livability and character of a community. The street and open space network is defined as:

20.420.005.1 Street Network.

1. Primary Streets. A primary street for a lot is defined as a public right-of-way intended by the city for general traffic circulation and the main means of access to abutting lots which is identified as a any street within the transportation element of the current comprehensive plan as an existing or planned Enhanced Transit Corridor (HCT) or as part of the Primary Pedestrian Network or the Primary Bicycle and Small Mobility Network. Primary streets also include any public right-of-way abutting a public open space, park, greenway, natural area, trail, or otherwise as identified by the City's current comprehensive plan.

2. Side Street. A side street for a lot is defined as a public right-of-way intended by the city for general traffic circulation and a means of access to abutting lots that is not a primary street per this code.

3. Alley. An alley for a lot is defined as a public right-of-way or private easement not over thirty (30') feet in width which provides a secondary means of access to abutting lots, not intended by the city for general traffic circulation.

20.420.005.2 Rules of the Street Network.

1. When more than one primary street is present. If a lot has frontage onto more than one (1) primary street per definition, the main building must meet the primary street requirement for at least two (2) of those primary streets. Frontage for the lot onto all other streets may be defined as side streets.
Examples: *A corner lot at two (2) intersecting primary streets must meet the requirements for both of the streets; and a full block lot with all four (4) surrounding streets designated as primary streets must only meet the primary street requirements for two (2) of those streets and the other two (2) may be considered side streets.*

2. When only one street is present and that street is a primary street. If the lot only has frontage onto one (1) primary street, the main building is not required to meet requirements for a side street.
Examples: *In infill lot located on a primary street with no other frontage must only meet the primary street requirements.*

3. When no primary street is present. Any lot without frontage onto any primary street must meet the primary street requirements for frontage onto a least one (1) side street. Frontage for the lot onto all other streets may be defined as side streets.
Examples: *A corner lot at two (2) intersecting side streets must meet the requirements for primary streets on at least one (1) of the side streets; a full block lot with all four (4) surrounding streets designated as side streets must only meet the primary street requirements for one (1) of those streets and the other three (3) may be considered side streets; and infill lot located on a side street with no other frontage must meet the primary street requirements for the side street.*

4. When a primary street is located at the rear of a lot. For any lot in which frontage onto any primary street located at the rear of the lot, a planning official will determine which street frontage must meet the requirements for the primary street.
Examples: *An infill lot within a neighborhood subdivision located on a side street has a primary street located at the rear of the lot and the planning official determines that the side street must meet primary street requirements.*

20.420.006 THE BASICS OF BUILDING TYPES

This section introduces the basics of Building Types, outlining their typical structure, summarizing what each page includes, and explaining their essential purpose. The following section provides more detailed guidance on how to use the core components of each Building Type.

Page #1: General Information.

This sheet provides a clear definition (#1) of the Building Type, outlines its key characteristics and basic purpose, and identifies the applicability of zoning districts in which it is permitted.

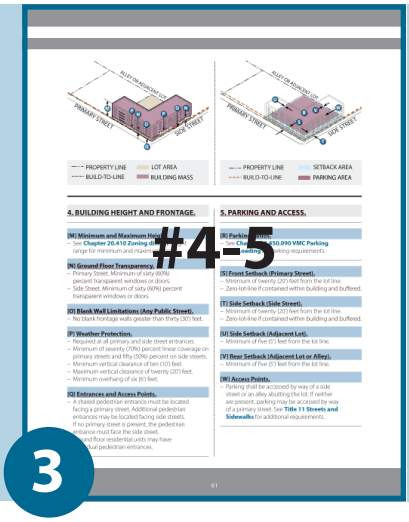
Page #2-3: Development Standards.

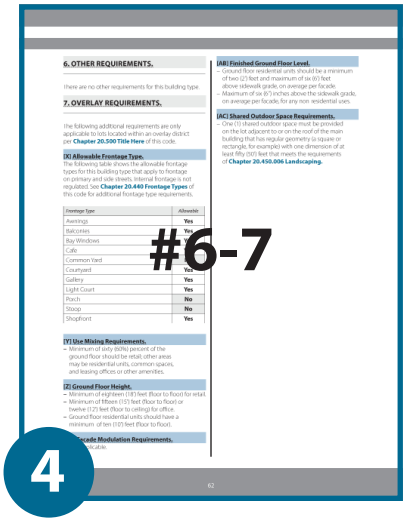
These sheets present the core development standards (#2-5) for each Building Type, including lot dimensions and coverage, building placement and buildout, building height and frontage, and parking and access requirements. They include measurable, quantifiable core standards that must be met for project approval.

Page #4: Other / Overlay Requirements.

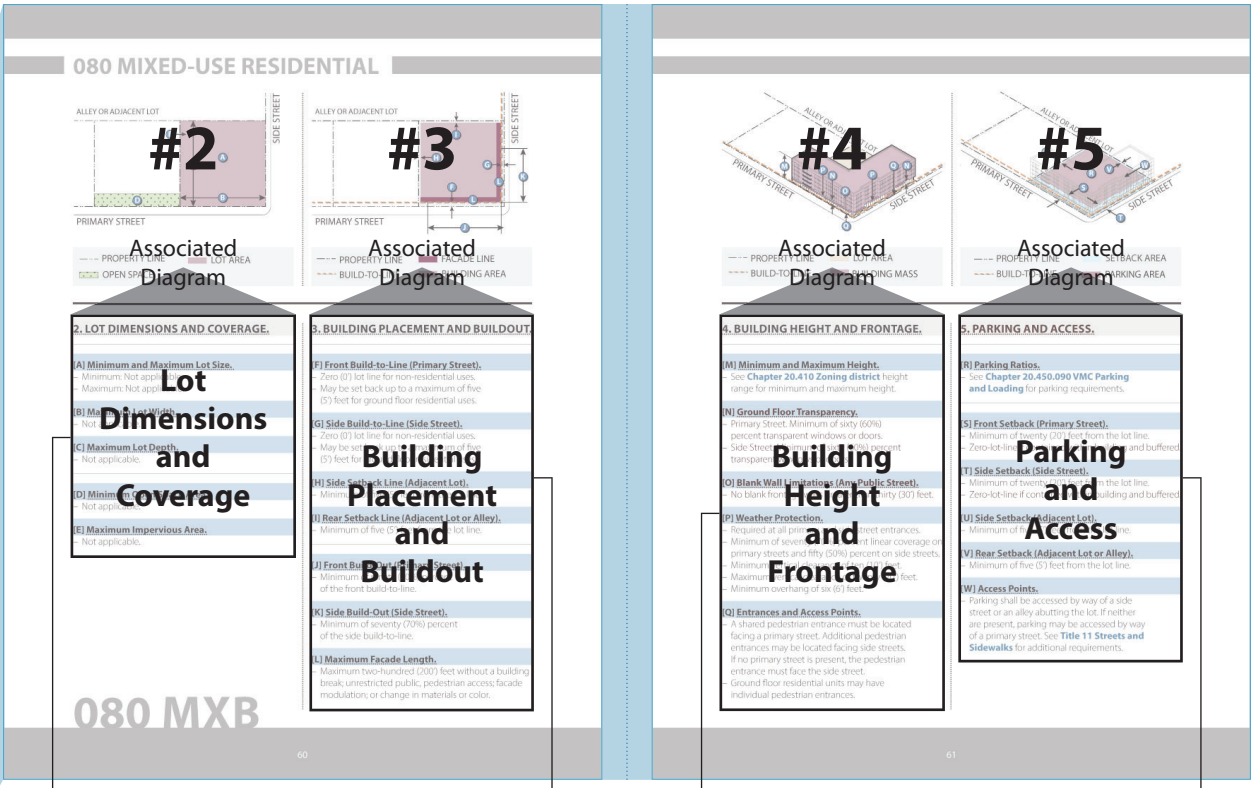
This sheet outlines any additional requirements (#6-7) that apply to the Building Type beyond the core development standards. It also identifies special provisions for projects located within the overlay districts defined in Chapter 20.500, such as specific Frontage Types, use-mixing requirements, and minimum ground-floor heights. These overlay standards apply only to Building Types situated within an applicable overlay district.

Previous Building Type





Next Building Type



Lot dimension and coverage standards include minimum and maximum lot size (in square feet), maximum lot width and depth (in linear feet), minimum required open space (as a percentage of the lot, excluding setbacks), and maximum impervious surface area. Together, these standards establish the fundamental parameters for lot development and support the creation of a compact, urban development pattern for each Building Type.

The building placement and buildout standards shape the fundamentals of urban form, including how facades align with build-to lines or setbacks, the required extent of facade buildout, and the allowable length of building fronts. Setbacks provide flexible ranges for front, side, and rear property lines based on the adjacent street type (primary or side street). Facade buildout is focused on creating consistent frontage between the setback lines, while maximum facade lengths help promote connectivity, break up long building walls, and reinforce a human-scaled streetscape.

The building height and frontage standards define the overall scale of buildings and the facade elements that shape the adjacent streetscape. Although minimum and maximum heights are set by the base zoning district, the allowable height for each Building Type varies accordingly. Requirements for ground-floor transparency, limits on blank walls, weather protection, and clearly defined entrances ensure that facades engage pedestrians, support active frontages, and strengthen the building's connection to the public realm.

The parking and access standards establish the basic requirements for parking, including minimum parking ratios, permitted parking locations, and allowed points of vehicular access. Parking is generally directed toward the rear of lots to maintain active building frontages and minimize curb cuts along primary and side streets. Access is prioritized from alleys when available, from side streets when alleys are not present, and from primary streets only as a last resort.

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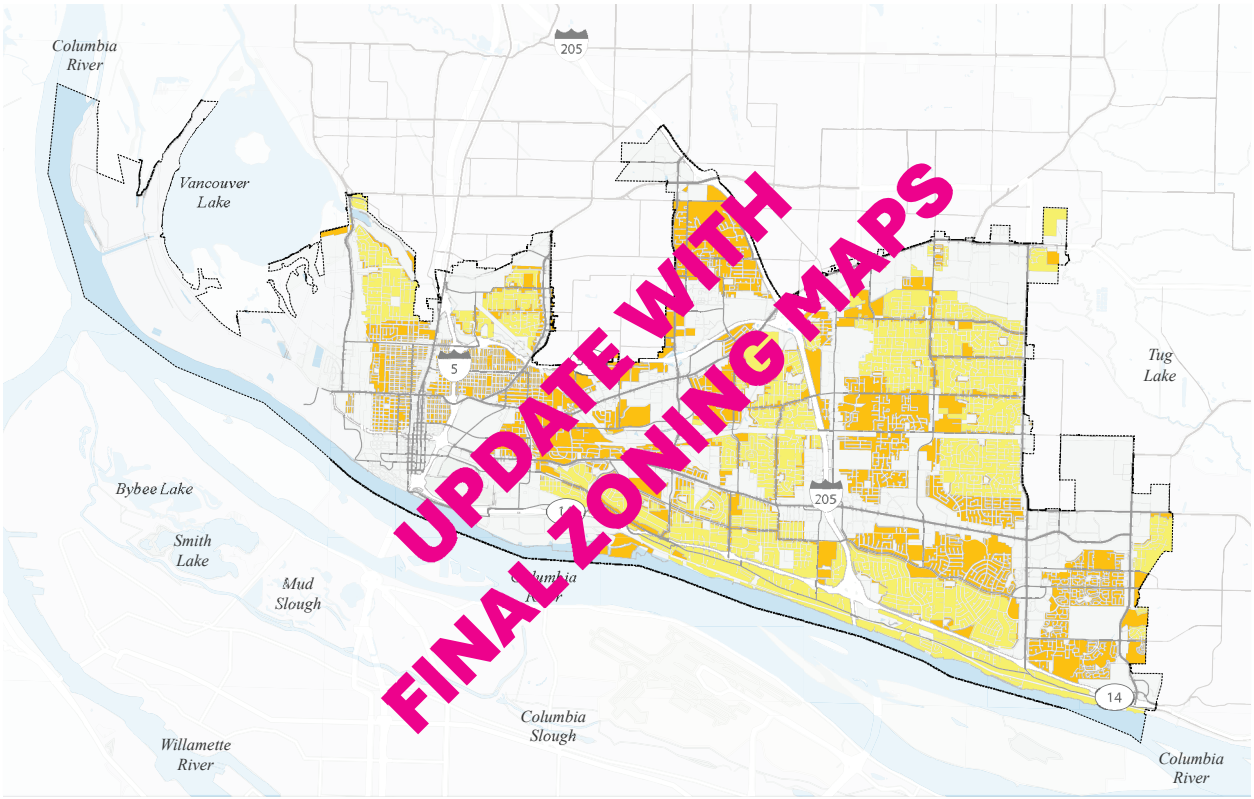
010 SINGLE-FAMILY RESIDENTIAL



Map of Allowable Zoning district

1. DEFINITION AND APPLICABILITY.

A Single-Family Residential Building (SFB) is a standalone, single-unit structure typically designed for single-family living. Fully detached, it features no shared walls or connections to adjacent homes. This building type is intended to foster a welcoming streetscape with elements such as porches or stoops that engage with the street. To maximize curb appeal and promote pedestrian-friendly design, garages and parking areas should be located at the rear of the lot or set back from the main facade.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

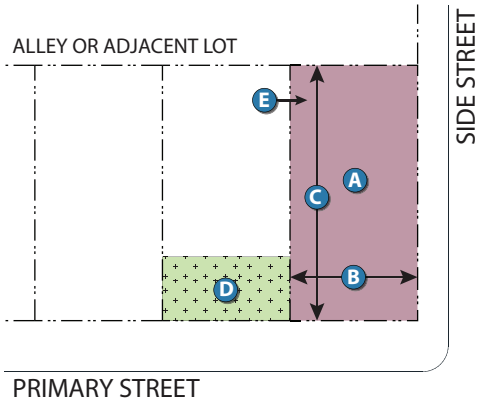
Low-Scale Neighborhood District (LS)	**Yes**
Medium-Scale Neighborhood District (MS)	**Yes**
Mixed-Use Neighborhood District (MX)	**No**
Regional Activity Center District (RA)	**No**
Institutional / Campus District (IC)	**No**
Industrial / Employment District (IE)	**No**
Heavy Industrial District (HI)	**No**
Manufactured Home District (MH)	**No**
Parks / Open Space District (PO)	**No**
Natural Areas District (NA)	**No**

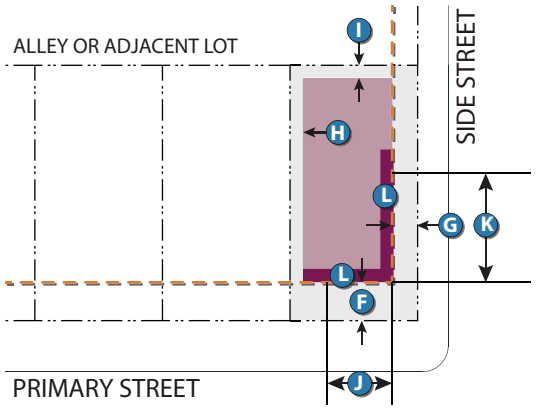
Table of Allowable Zoning district

Character Image

010 SFB

010 SINGLE-FAMILY RESIDENTIAL





2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.
- Minimum: Not applicable.
- Maximum: Five thousand (5,000) square feet.

[B] Maximum Lot Width.
- Fifty (50') feet.

[C] Maximum Lot Depth.
- One-hundred (100') feet.

[D] Minimum Open Space Area.
- Twenty (20%) percent of lot size. Setback areas may contribute to meeting this requirement.

[E] Maximum Impervious Area.
- Sixty-five (65%) percent of lot size.
- The total square feet of a green roof and any pervious surfaces may be excluded from this calculation.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).
- Five (5') feet to fifteen (15') feet from the lot line.

[G] Side Build-to-Line (Side Street).
- Five (5') feet to fifteen (15') feet from the lot line

[H] Side Setback Line (Adjacent Lot).
- Minimum of five (5') feet from the lot line.

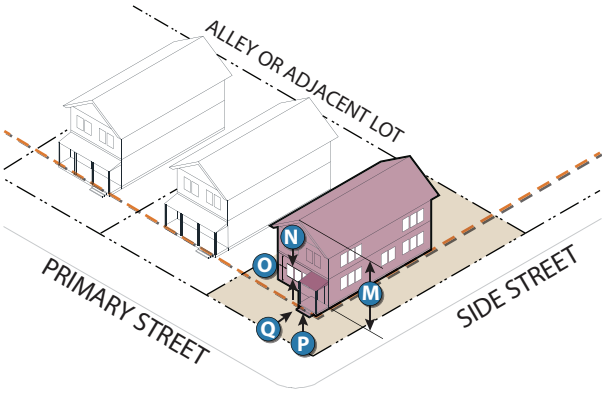
[I] Rear Setback Line (Adjacent Lot or Alley).
- Minimum of five (5') feet from the lot line.

[J] Front Build-Out (Primary Street).
- Minimum of eighty (80%) percent of the front build-to-line.
- For any portion of a garage facing a Primary Street, the width of the garage may be a maximum of ten (10') feet or sixty (60%) percent of the front build-to-line, whichever is the greater dimension.

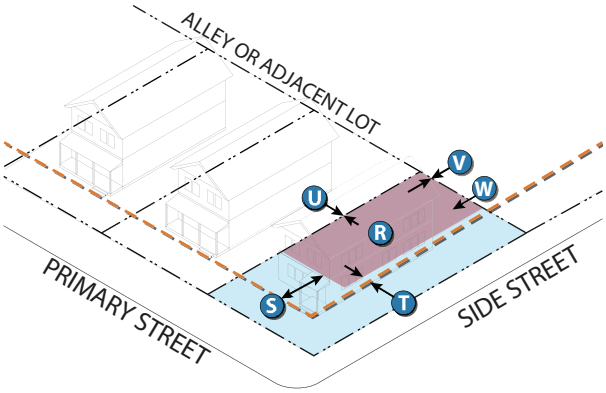
[K] Side Build-Out (Side Street).
- Minimum of fifty (50%) percent of the side build-to-line.

[L] Maximum Facade Length.
- Maximum one-hundred (100') feet without a building break of ten (10') feet between buildings located on the lot or lots.

010 SFB



PROPERTY LINE
BUILD-TO-LINE
LOT AREA
BUILDING MASS



PROPERTY LINE
BUILD-TO-LINE
SETBACK AREA
PARKING AREA

4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of fifteen (15%) percent transparent windows or doors.
- Side Street. Minimum of fifteen (15%) percent transparent windows or doors

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than twenty-five (25') feet without transparency or entrances.

[P] Weather Protection.

- No frontage weather protection requirements.

[Q] Entrances and Access Points.

- Pedestrian entrances must be located facing a primary street. Additional pedestrian entrances may be located facing side streets. If no primary street is present, pedestrian entrances must face the side street.
- Lots with multiple buildings may have also have pedestrian entrances from a shared courtyard.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- Twenty (20') feet behind the main building facade.
- Parking is allowed in front of garages; but never blocking a public sidewalk or in a driveway apron.

[T] Side Setback (Side Street).

- Five (5') feet behind the main building facade.

[U] Side Setback (Adjacent Lot).

- No Minimum from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- No Minimum from the lot line.

[W] Access Points.

- If there is an alley abutting the lot, parking shall be accessed by way of the alley only. If there is side street and no alley, parking may be accessed by way of the side street. Parking may only be accessed from a primary street should there be no other option. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OTHER REQUIREMENTS.

There are no other requirements for this building type.

7. OVERLAY REQUIREMENTS.

The following additional requirements are only applicable to lots located within an overlay district per **Chapter 20.500 Title Here** of this code.

[X] Allowable Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	*Allowable*
Awnings	**No**
Balconies	**Yes**
Bay Windows	**Yes**
Cafe	**No**
Common Yard	**Ye**
Courtyard	**No**
Gallery	**No**
Light Court	**No**
Porch	**Ye**
Stoop	**No**
Shopfront	**No**

[Y] Use Mixing Requirement

– Not applicable.

[Z] Ground Floor Height.

– Minimum twelve (12') feet floor-to-ceiling.

[AA] Facade Modulation Requirements.

– One (1) vertical modulation of minimum twelve (12") inches every twenty-five (25') feet of facade on all streets.

[AB] Finished Ground Floor Level.

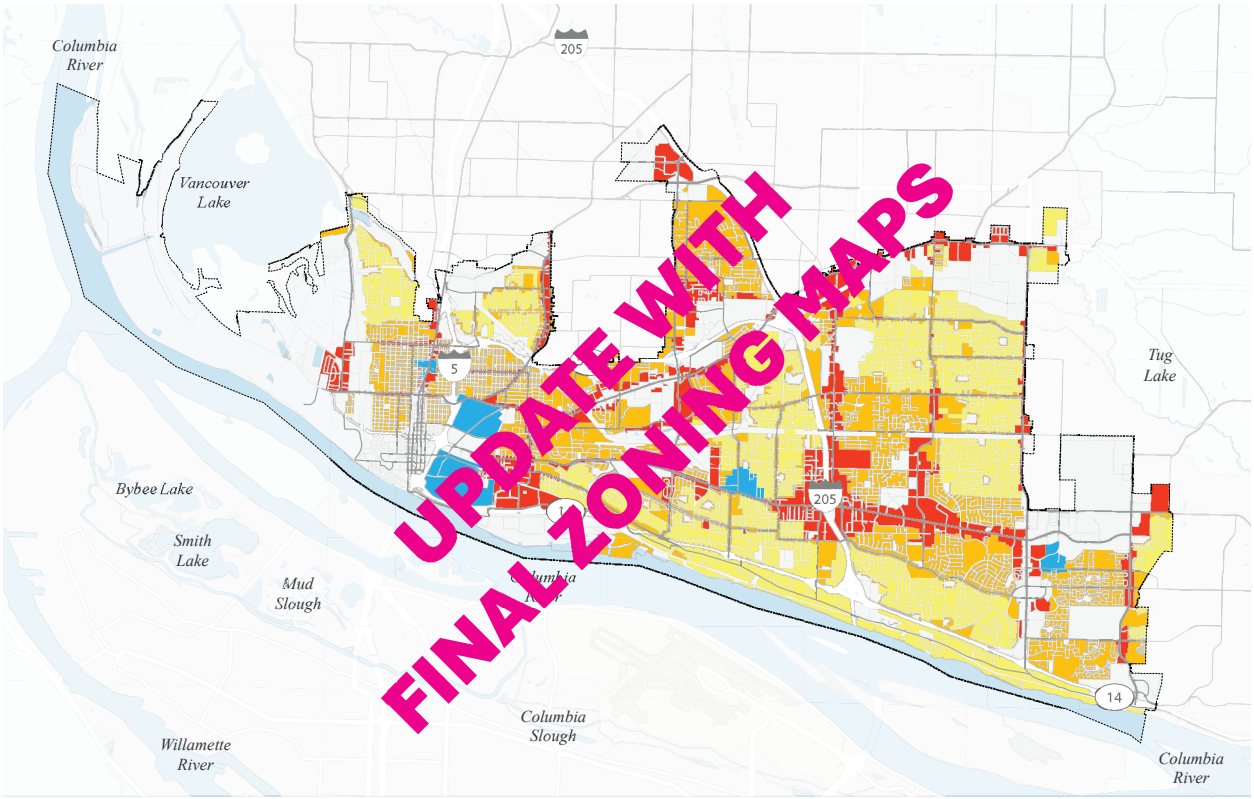
– Minimum thirty-six (36") above the adjacent grade of the sidewalk.

[AC] Shared Outdoor Space Requirements.

– One (1) outdoor space must be provided behind the main building that has regular geometry (a square or rectangle, for example) with one dimension of at least twenty-five (25') feet that meets the requirements of **Chapter 20.450.006 Landscaping.**

TO BE FINALIZED WITH DIRECTION ON THE OVERLAY

020 TOWNHOUSE / ROWHOUSE



Map of Allowable Zoning district

1. DEFINITION AND APPLICABILITY.

A Townhouse / Rowhouse Building (TRB) is a series of side-by-side buildings designed as attached or detached dwelling units on narrower lots facing the street, each separated by shared walls and a defined space. Each unit has its own private entrance, with limited front setbacks that enhance the streetscape with a small front green space or discreet parking access. To preserve the vibrancy of the streetscape, garages are allowed but generally discouraged. The lot layout typically includes a modest rear yard, providing residents with private outdoor space.

This building type includes Townhouses as defined by RCW 36.70A.030.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

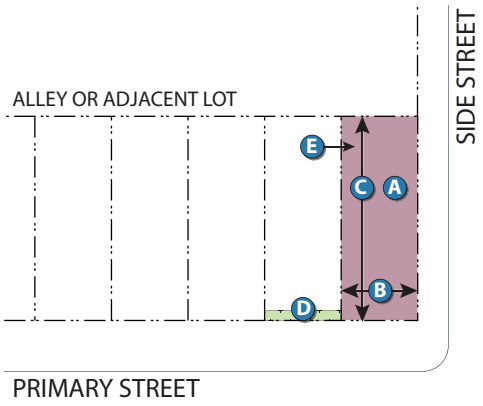
020 TRB

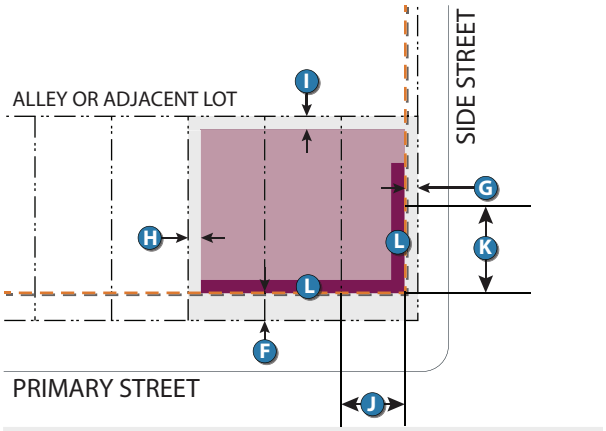
Low-Scale Neighborhood District (LS)	**Yes**
Medium-Scale Neighborhood District (MS)	**Yes**
Mixed-Use Neighborhood District (MX)	**Yes**
Regional Activity Center District (RA)	**No**
Institutional / Campus District (IC)	**Yes**
Industrial / Employment District (IE)	**No**
Heavy Industrial District (HI)	**No**
Manufactured Home District (MH)	**No**
Parks / Open Space District (PO)	**No**
Natural Areas District (NA)	**No**

Table of Allowable Zoning district

Character Image

020 TOWNHOUSE / ROWHOUSE





2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.
- Minimum: Not applicable.
- Maximum: Four thousand (4,000) square feet.

[B] Maximum Lot Width.
- Forty (40') feet.

[C] Maximum Lot Depth.
- One-hundred (100') feet.

[D] Minimum Open Space Area.
- Ten (10%) percent of lot size. Setback areas may contribute to meeting this requirement.

[E] Maximum Impervious Area.
- Eighty-five (85%) percent of lot size.
- The total square feet of a green roof and any pervious surfaces may be excluded from this calculation.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).
- Five (5') feet to fifteen (15') feet from the lot line.

[G] Side Build-to-Line (Side Street).
- Five (5') feet to fifteen (15') feet from the lot line

[H] Side Setback Line (Adjacent Lot).
- Minimum of five (5') feet from the lot line.
- Zero (0') lot line for attached units.

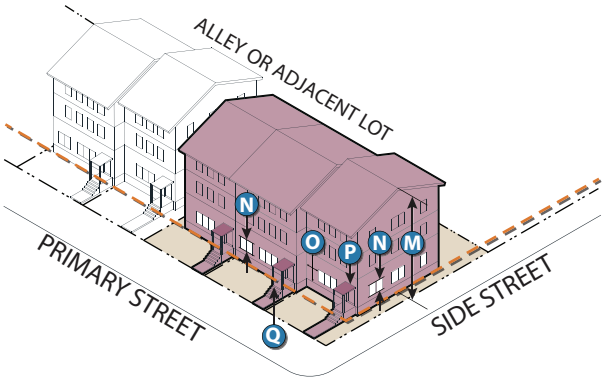
[I] Rear Setback Line (Adjacent Lot or Alley).
- Minimum of five (5') feet from the lot line.

[J] Front Build-Out (Primary Street).
- Minimum of ninety (90%) percent of the front build-to-line.

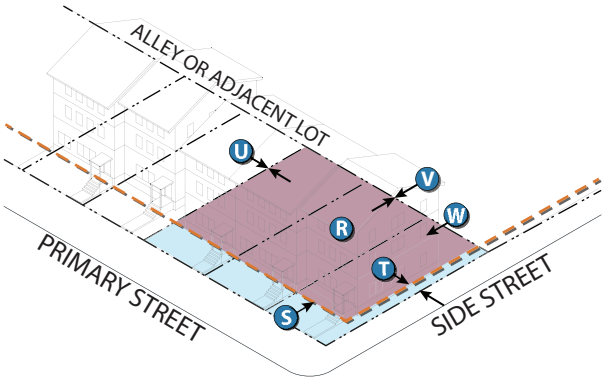
[K] Side Build-Out (Side Street).
- Minimum of fifty (50%) percent of the side build-to-line.

[L] Maximum Facade Length.
- Maximum one-hundred (100') feet without a building break of ten (10') feet between buildings located on the lot or lots.

020 TRB



PROPERTY LINE
BUILD-TO-LINE
LOT AREA
BUILDING MASS



PROPERTY LINE
BUILD-TO-LINE
SETBACK AREA
PARKING AREA

4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of fifteen (15%) percent transparent windows or doors.
- Side Street. Minimum of fifteen (15%) percent transparent windows or doors

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than twenty-five (25') feet without transparency or entrances.

[P] Weather Protection.

- No frontage weather protection requirements.

[Q] Entrances and Access Points.

- Pedestrian entrances must be located facing a primary street. Additional pedestrian entrances may be located facing side streets. If no primary street is present, pedestrian entrances must face the side street.
- Lots with multiple buildings may have also have pedestrian entrances from a shared courtyard.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- To match the front build-to-line.
- Parking is allowed in front of garages; but never blocking a public sidewalk or in a driveway apron.

[T] Side Setback (Side Street).

- To match the side build-to-line and never in front of the main building facade.

[U] Side Setback (Adjacent Lot).

- No Minimum from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- No Minimum from the lot line.

[W] Access Points.

- If there is an alley abutting the lot, parking shall be accessed by way of the alley only. If there is side street and no alley, parking may be accessed by way of the side street. Parking may only be accessed from a primary street should there be no other option. See **Title 11 Streets and Sidewalks** for additional requirements.

6.0 OTHER REQUIREMENTS.

[X] Units and Rights-of-Way.

– THBs must have units that extend from foundation to roof and that have a yard or public way on not less than two sides.

7. OVERLAY REQUIREMENTS.

The following additional requirements are only applicable to lots located within an overlay district per **Chapter 20.500 Title Here** of this code.

[Y] Allowable Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	*Allowable*
Awnings	**No**
Balconies	**Yes**
Bay Windows	**Yes**
Cafe	**No**
Common Yard	**Yes**
Courtyard	**No**
Gallery	**No**
Light Court	**No**
Porch	**No**
Stoop	**Yes**
Shopfront	**No**

TO BE FINALIZED WITH DIRECTION ON THE OVERLAY

[Z] Use Mixing Requirements.

– Not applicable.

[AA] Ground Floor Height.

– Minimum twelve (12') feet floor-to-ceiling.

[AB] Facade Modulation Requirements.

– One (1) vertical modulation of minimum twelve (12") inches every twenty-five (25') feet of facade on all streets.

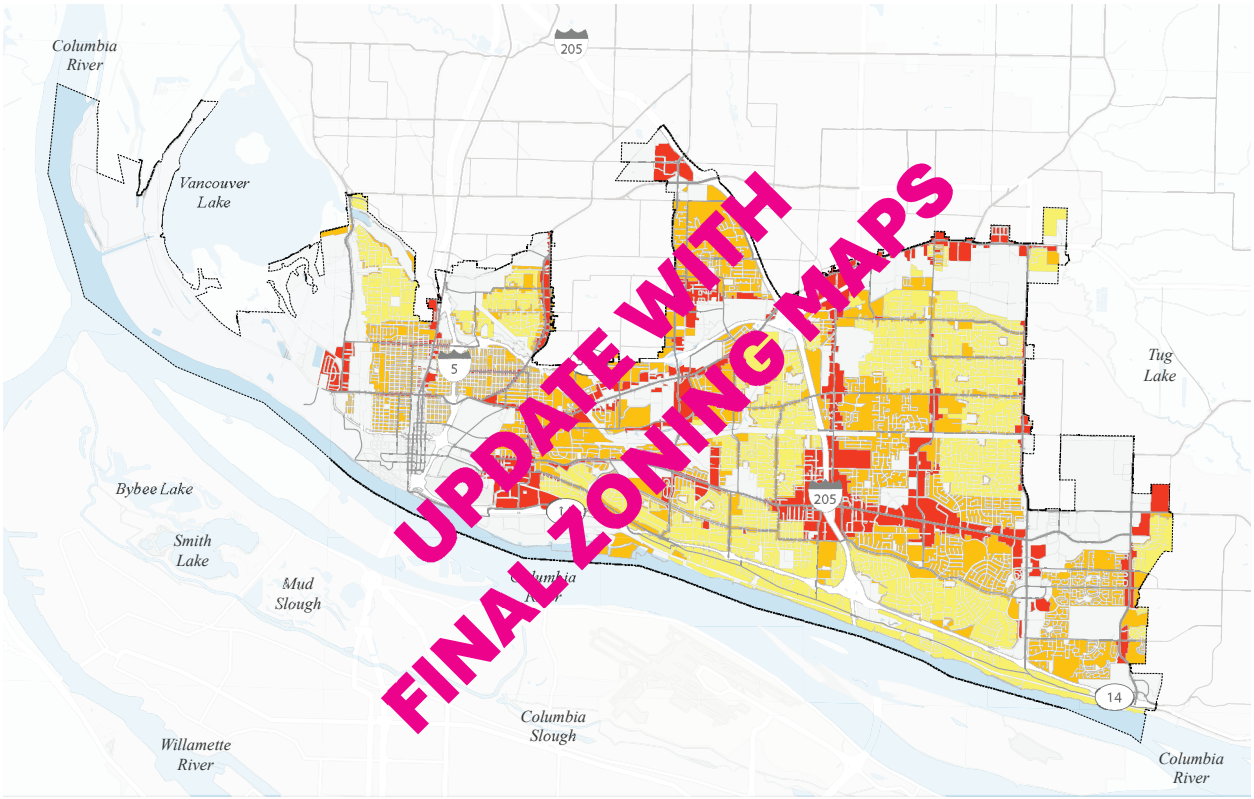
[AC] Finished Ground Floor Level.

– Minimum thirty-six (36") above the adjacent grade of the sidewalk.

[AD] Shared Outdoor Space Requirements.

– One (1) outdoor space must be provided behind the main building that has regular geometry (a square or rectangle, for example) with one dimension of at least twenty (20') feet that meets the requirements of **Chapter 20.450.006 Landscaping.**

030 STACKED MULTI-PLEX



Map of Allowable Zoning district

1. DEFINITION AND APPLICABILITY.

A Stacked Multi-Plex Building (SMB) is designed to house two (2) or more dwelling units in a single building on a single lot. Typically accommodating single or multiple units on each floor, these residences are arranges vertically (i.e., flats on separate floors). Pedestrian access is oriented toward the primary street, with a singular shared entrances. Circulation within the building may be provided through interior corridors or exterior pathways. Does not include single-family dwellings or townhouse / rowhouses with accessory dwelling units.

This building type includes Stacked Flats as defined by RCW 36.70A.030.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

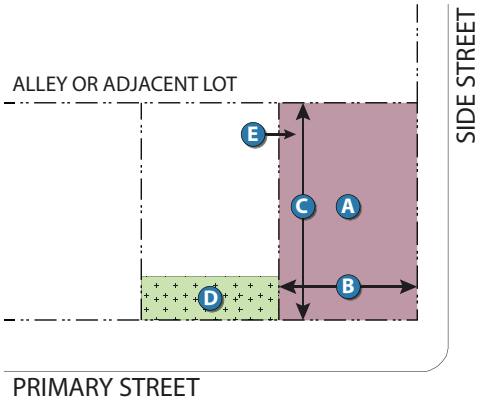
Low-Scale Neighborhood District (LS)	**Yes**
Medium-Scale Neighborhood District (MS)	**Yes**
Mixed-Use Neighborhood District (MX)	**Yes**
Regional Activity Center District (RA)	**No**
Institutional / Campus District (IC)	**Yes**
Industrial / Employment District (IE)	**No**
Heavy Industrial District (HI)	**No**
Manufactured Home District (MH)	**No**
Parks / Open Space District (PO)	**No**
Natural Areas District (NA)	**No**

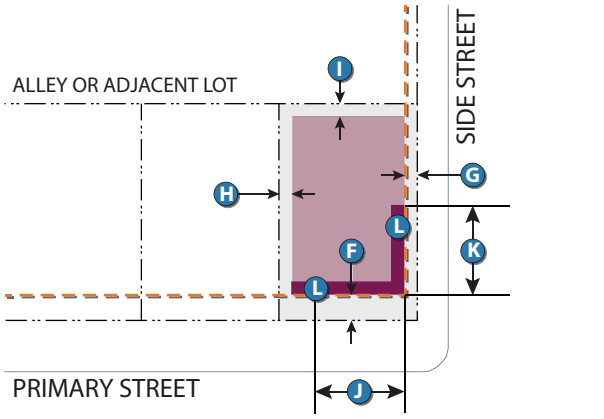
Table of Allowable Zoning district

Character Image

030 SMB

030 STACKED MULTI-PLEX





2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.
- Minimum: Not applicable.
- Maximum: Not applicable.

[B] Maximum Lot Width.
- Not applicable.

[C] Maximum Lot Depth.
- Not applicable.

[D] Minimum Open Space Area.
- Ten (10%) percent of lot size. Setback areas may contribute to meeting this requirement.

[E] Maximum Impervious Area.
- Eighty-five (85%) percent of lot size.
- The total square feet of a green roof and any pervious surfaces may be excluded from this calculation.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).
- Five (5') feet to fifteen (15') feet from the lot line.

[G] Side Build-to-Line (Side Street).
- Five (5') feet to fifteen (15') feet from the lot line

[H] Side Setback Line (Adjacent Lot).
- Minimum of five (5') feet from the lot line.
- No minimum for internal lot lines.

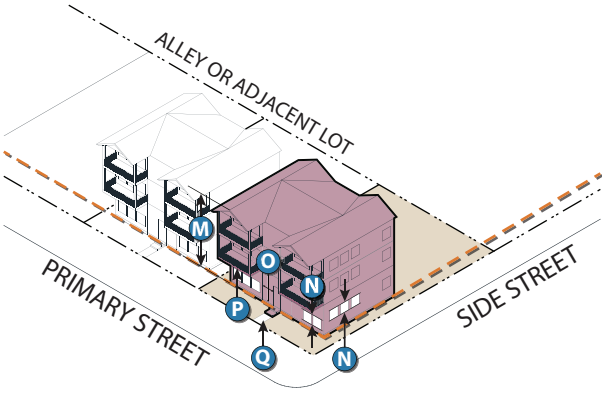
[I] Rear Setback Line (Adjacent Lot or Alley).
- Minimum of five (5') feet from the lot line.

[J] Front Build-Out (Primary Street).
- Minimum of ninety (90%) percent of the front build-to-line.

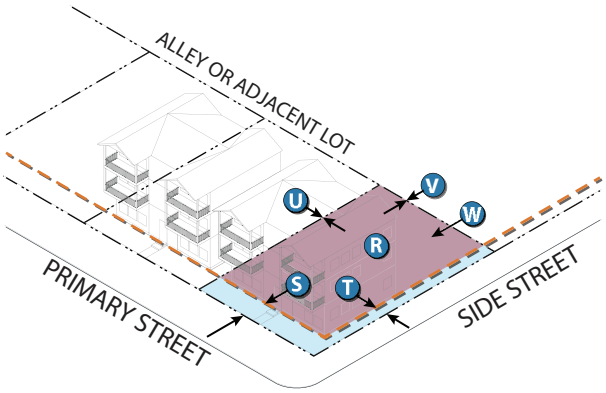
[K] Side Build-Out (Side Street).
- Minimum of fifty (50%) percent of the side build-to-line.

[L] Maximum Facade Length.
- Maximum one-hundred (100') feet without a building break of ten (10') feet between buildings located on the lot or lots.

030 SMB



PROPERTY LINE
BUILD-TO-LINE
LOT AREA
BUILDING MASS



PROPERTY LINE
BUILD-TO-LINE
SETBACK AREA
PARKING AREA

4. BUILDING HEIGHT AND FRONTAGE..

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of fifteen (15%) percent transparent windows or doors.
- Side Street. Minimum of fifteen (15%) percent transparent windows or doors.

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than twenty-five (25') feet without transparency or entrances.

[P] Weather Protection.

- No frontage weather protection requirements.

[Q] Entrances and Access Points.

- A shared pedestrian entrance must be located facing a primary street. Additional pedestrian entrances may be located facing side streets. If no primary street is present, the pedestrian entrance must face the side street.
- Ground floor residential units may have individual pedestrian entrances.
- Lots with multiple buildings may have also have pedestrian entrances from a shared courtyard.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- To match the front build-to-line.

[T] Side Setback (Side Street).

- To match the side build-to-line and never in front of the main building facade.

[U] Side Setback (Adjacent Lot).

- No Minimum from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- No Minimum from the lot line.

[W] Access Points.

- Parking shall be accessed by way of a side street or an alley abutting the lot. If neither are present, parking may be accessed by way of a primary street. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OTHER REQUIREMENTS.

There are no other requirements for this building type.

7. OVERLAY REQUIREMENTS.

The following additional requirements are only applicable to lots located within an overlay district per **Chapter 20.500 Title Here** of this code.

[X] Allowable Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	*Allowable*
Awnings	**No**
Balconies	**Yes**
Bay Windows	**Yes**
Cafe	**No**
Common Yard	**Ye**
Courtyard	**Yes**
Gallery	**No**
Light Court	**No**
Porch	**Ye**
Stoop	**Yes**
Shopfront	**No**

TO BE FINALIZED WITH DIRECTION ON THE OVERLAY

[Y] Use Mixing Requirement

– Not applicable.

[Z] Ground Floor Height.

– Minimum twelve (12') feet floor-to-ceiling.

[AA] Facade Modulation Requirements.

– One (1) vertical modulation of minimum twelve (12") inches every forty (40') feet of facade on all streets.

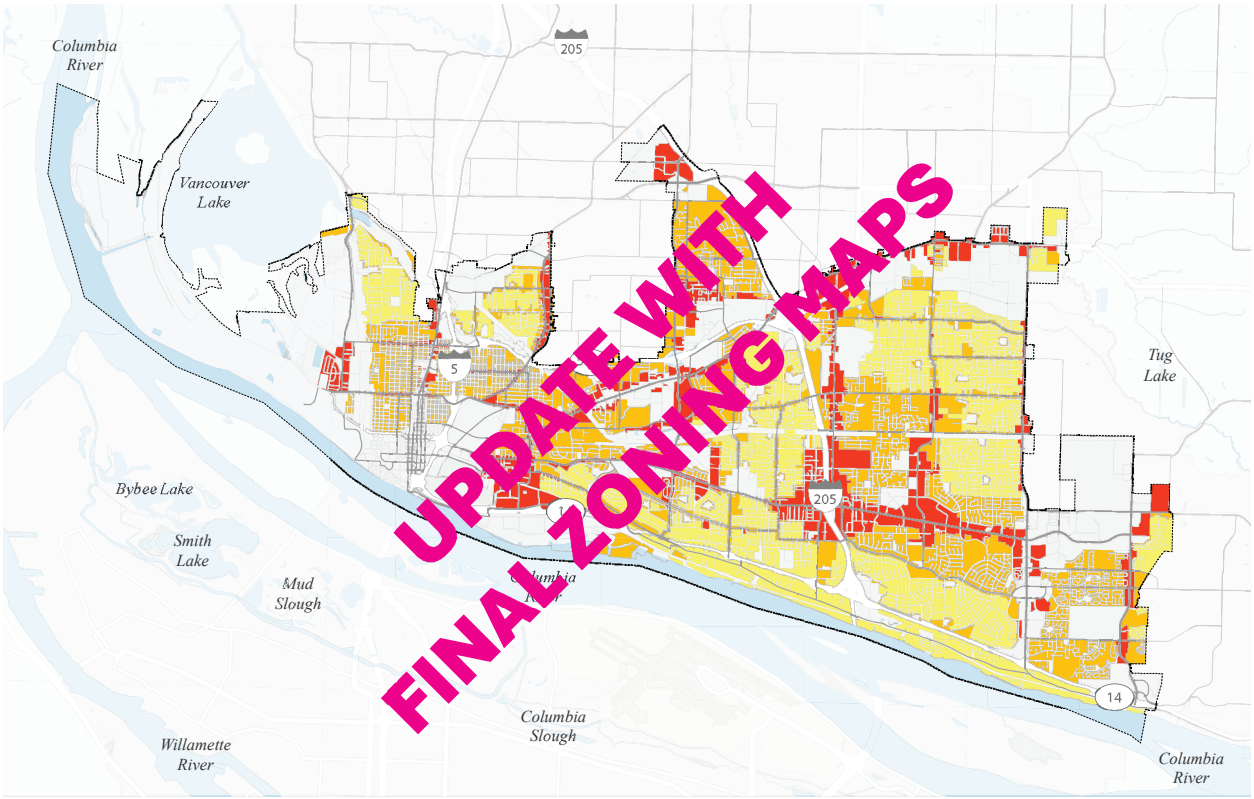
[AB] Finished Ground Floor Level.

– Minimum thirty-six (36") above the adjacent grade of the sidewalk.

[AC] Shared Outdoor Space Requirements.

– One (1) shared outdoor space must be provided behind the main building that has regular geometry (a square or rectangle, for example) with one dimension of at least thirty (30') feet that meets the requirements of **Chapter 20.450.006 Landscaping.**

040 FLEX-PLEX



Map of Allowable Zoning district

1. DEFINITION AND APPLICABILITY.

A Multi-Cluster Building (CCB) is a development form consisting of a cluster of two (2) to six (6) detached or attached units on a single, parent parcel, where not all units must face the street. Buildings include single-unit and rowhouses with up to two (2) accessory dwelling units (attached or detached) and townhouses. This layout creates an active, street-oriented presence while accommodating a variety of units within a unified development pattern. Each unit may have its own individual or shared entrances with other units; however, pedestrian access should be a shared access point at the streetscape. Does not include cottage courts.

This building type includes Townhouses as defined by RCW 36.70A.030.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

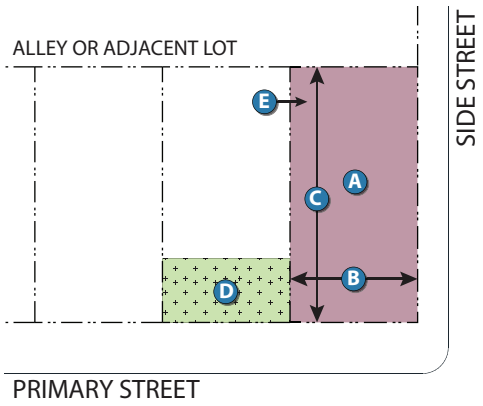
Low-Scale Neighborhood District (LS)	**Yes**
Medium-Scale Neighborhood District (MS)	**Yes**
Mixed-Use Neighborhood District (MX)	**Yes**
Regional Activity Center District (RA)	**No**
Institutional / Campus District (IC)	**Yes**
Industrial / Employment District (IE)	**No**
Heavy Industrial District (HI)	**No**
Manufactured Home District (MH)	**No**
Parks / Open Space District (PO)	**No**
Natural Areas District (NA)	**No**

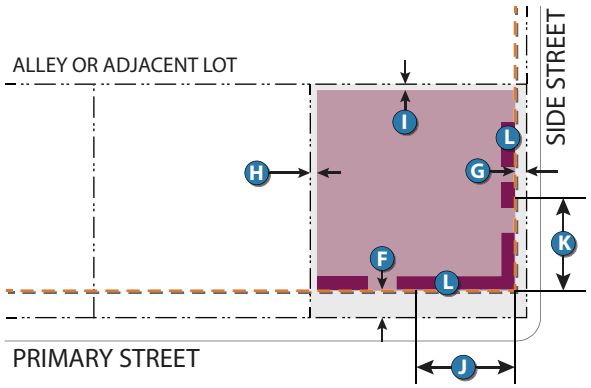
Table of Allowable Zoning district

Character Image

040 FPB

040 FLEX-PLEX





2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.
- Not applicable.
- Maximum: Forty thousand (40,000) square feet.

[B] Maximum Lot Width.
- Not applicable.

[C] Maximum Lot Depth.
- Not applicable.

[D] Minimum Open Space Area.
- Ten (10%) percent of lot size. Setback areas may contribute to meeting this requirement.

[E] Maximum Impervious Area.
- Sixty-five (65%) percent of lot size for less than three (3) units.
- Seventy-five (75%) percent of lot size for four (4) to six (6) units.
- Eighty-five (85%) percent of lot size for seven (7) or more units.
- The total square feet of a green roof and any pervious surfaces may be excluded from this calculation.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).
- Five (5') feet to twenty-five (25') feet from the lot line.

[G] Side Build-to-Line (Side Street).
- Five (5') feet to fifteen (15') feet from the lot line

[H] Side Setback Line (Adjacent Lot).
- Minimum of five (5') feet from the lot line.
- May be zero lot line between any building on the lot.

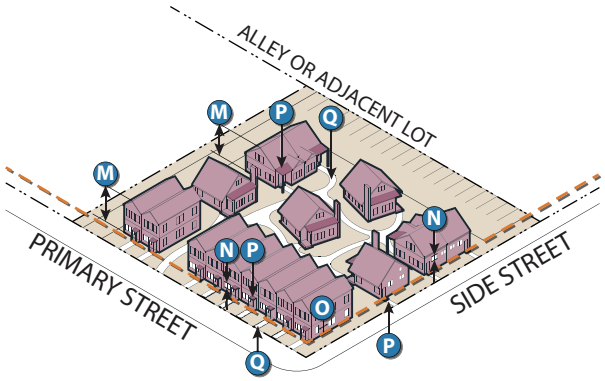
[I] Rear Setback Line (Adjacent Lot or Alley).
- Minimum of five (5') feet from the lot line.

[J] Front Build-Out (Primary Street).
- Minimum of fifty (50%) percent of the front build-to-line.

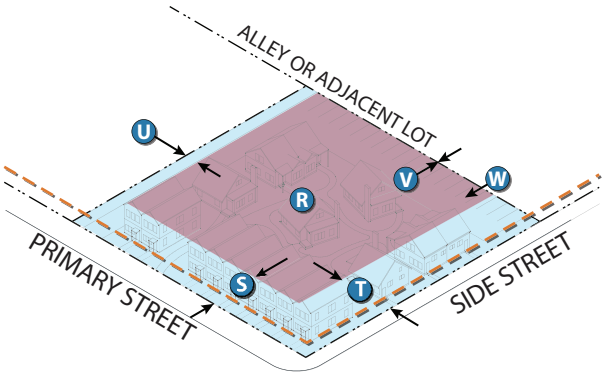
[K] Side Build-Out (Side Street).
- Minimum of fifty (50%) percent of the side build-to-line.

[L] Maximum Facade Length.
- Maximum one-hundred (100') feet without a building break of ten (10') feet between buildings located on the lot or lots.

040 FPB



PROPERTY LINE
BUILD-TO-LINE
LOT AREA
BUILDING MASS



PROPERTY LINE
BUILD-TO-LINE
SETBACK AREA
PARKING AREA

4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of fifteen (15%) percent transparent windows or doors.
- Side Street. Minimum of fifteen (15%) percent transparent windows or doors.
- No requirements on internal buildings.

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than twenty-five (25') feet without transparency or entrances.

[P] Weather Protection.

- No frontage weather protection requirements.

[Q] Entrances and Access Points.

- Buildings located along the primary street must have pedestrian entrances must be located facing the primary street. Additional pedestrian entrances may be located facing side streets. If no primary street is present, the pedestrian entrance must face the side street.
- Ground floor residential units throughout the lot may have individual pedestrian entrances and must be accessible by a pathway no less than five (5') feet wide that connects with the primary street.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- Minimum of twenty (20') from the lot line.

[T] Side Setback (Side Street).

- Minimum of twenty (20') from the lot line.

[U] Side Setback (Adjacent Lot).

- Minimum of five (5') from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- No minimum.

[W] Access Points.

- Parking shall be accessed by way of a side street or an alley abutting the lot. If neither are present, parking may be accessed by way of a primary street. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OTHER REQUIREMENTS.

There are no other requirements for this building type.

7. OVERLAY REQUIREMENTS.

The following additional requirements are only applicable to lots located within an overlay district per **Chapter 20.500 Title Here** of this code.

[X] Allowable Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	*Allowable*
Awnings	**No**
Balconies	**Yes**
Bay Windows	**Yes**
Cafe	**No**
Common Yard	**Ye**
Courtyard	**Yes**
Gallery	**No**
Light Court	**No**
Porch	**Ye**
Stoop	**Yes**
Shopfront	**No**

TO BE FINALIZED WITH DIRECTION ON THE OVERLAY

[Y] Use Mixing Requirement

– Not applicable.

[Z] Ground Floor Height.

– Minimum twelve (12') feet floor-to-ceiling.

[AA] Facade Modulation Requirements.

– One (1) vertical modulation of minimum twelve (12") inches every forty (40') feet of facade on all streets.

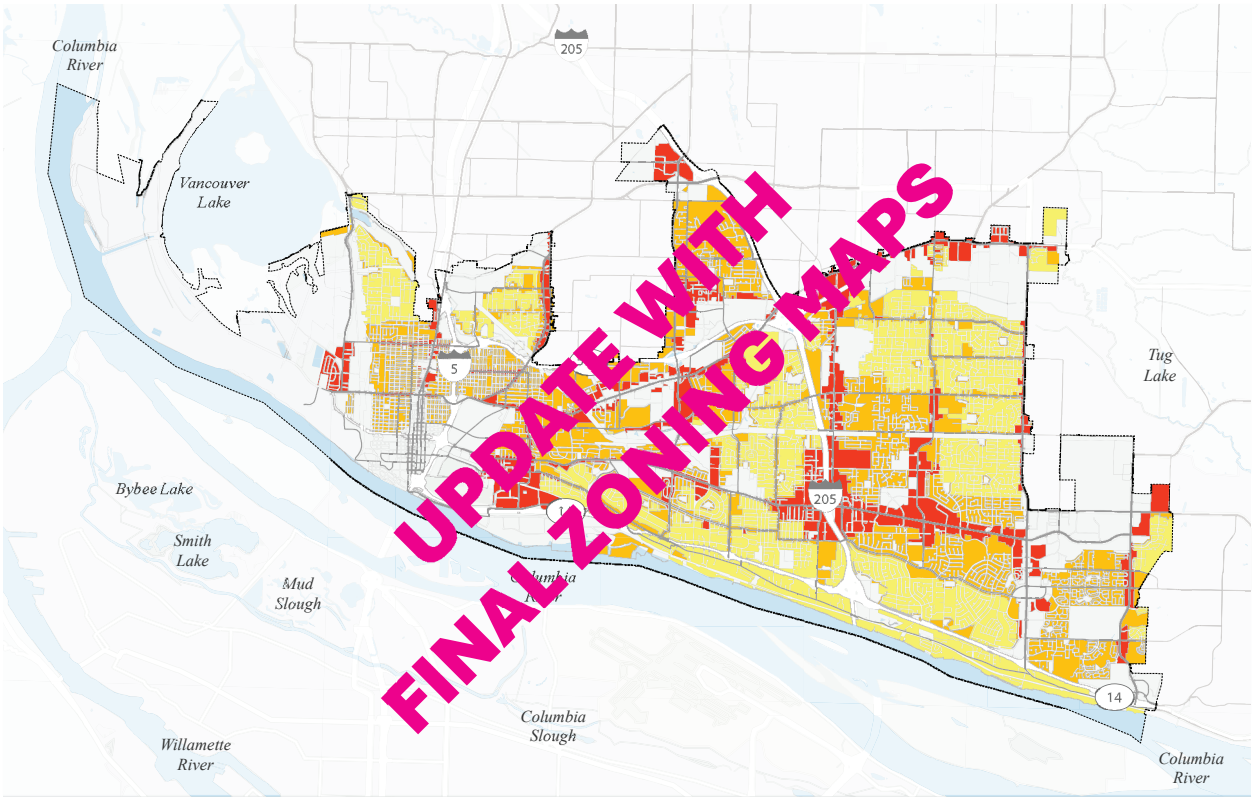
[AB] Finished Ground Floor Level.

– Minimum thirty-six (36") above the adjacent grade of the sidewalk.

[AC] Shared Outdoor Space Requirements.

– One (1) shared outdoor space must be provided behind the main building that has regular geometry (a square or rectangle, for example) with one dimension of at least thirty (30') feet that meets the requirements of **Chapter 20.450.006 Landscaping.**

050 COTTAGE COURT



Map of Allowable Zoning district

1. DEFINITION AND APPLICABILITY.

A Cottage Court Building (CCB) is a cluster of small, detached or attached buildings oriented around a shared courtyard space (and not having any private open space for individual units). The units are typically arranged around this shared pedestrian-focused courtyard, with the rear building often positioned perpendicular to the street. Each unit typically has its own entrance; however, pedestrian access should be a shared access point at the streetscape.

This building type includes cottage housing and courtyard housing as defined by RCW 36.70A.030.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

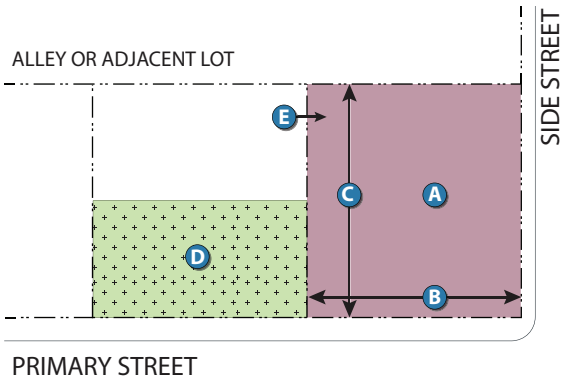
Low-Scale Neighborhood District (LS)	**Yes**
Medium-Scale Neighborhood District (MS)	**Yes**
Mixed-Use Neighborhood District (MX)	**Yes**
Regional Activity Center District (RA)	**No**
Institutional / Campus District (IC)	**No**
Industrial / Employment District (IE)	**No**
Heavy Industrial District (HI)	**No**
Manufactured Home District (MH)	**No**
Parks / Open Space District (PO)	**No**
Natural Areas District (NA)	**No**

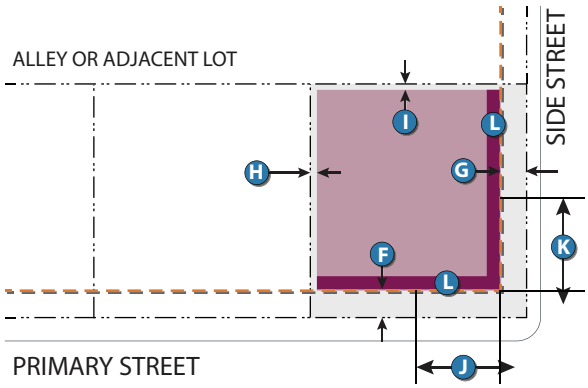
Table of Allowable Zoning district

Character Image

050 CCB

050 COTTAGE COURT





2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.
- Not applicable.
- Maximum: Forty thousand (40,000) square feet.

[B] Maximum Lot Width.
- Not applicable.

[C] Maximum Lot Depth.
- Not applicable.

[D] Minimum Open Space Area.
- Not applicable.

[E] Maximum Impervious Area.
- Not applicable.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).
- Five (5') feet to twenty-five (25') feet from the lot line.

[G] Side Build-to-Line (Side Street).
- Five (5') feet to fifteen (15') feet from the lot line

[H] Side Setback Line (Adjacent Lot or Building).
- Minimum of five (5') feet from the lot line.
- Minimum of ten (10') feet between any building on the lot.

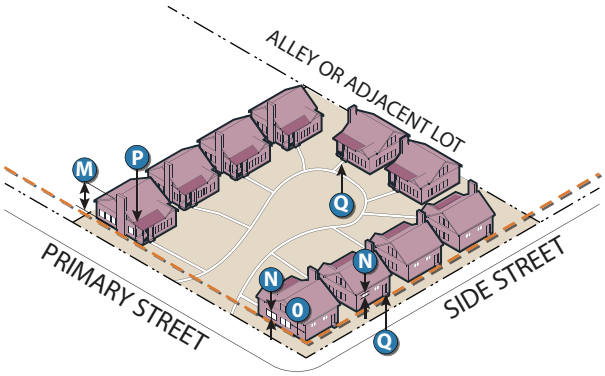
[I] Rear Setback Line (Adjacent Lot or Alley).
- Minimum of five (5') feet from the lot line.

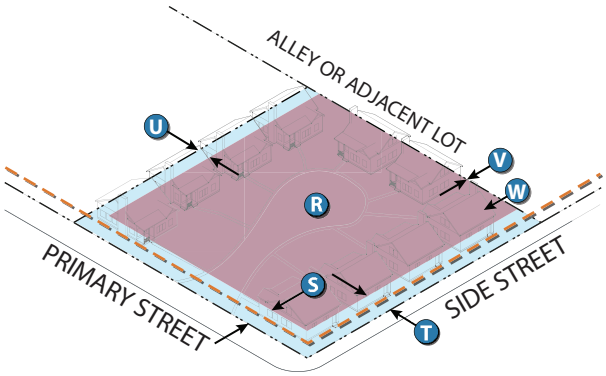
[J] Front Build-Out (Primary Street).
- Minimum of forty (40%) percent of the front build-to-line.

[K] Side Build-Out (Side Street).
- Minimum of fifty (50%) percent of the side build-to-line.

[L] Maximum Facade Length.
- Maximum one-hundred (100') feet without a building break of ten (10') feet between buildings located on the lot or lots.

050 CCB





4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of ten (10%) percent transparent windows or doors.
- Side Street. Minimum of ten (10%) percent transparent windows or doors.

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than ten (10') feet.

[P] Weather Protection.

- No frontage weather protection requirements.

[Q] Entrances and Access Points.

- Individual buildings that face a primary street or side street must have pedestrian entrances facing those streets and a path that connects to sidewalks.
- A pedestrian path must be provided that connects the main entrance of each building to the following the shared courtyard, shared parking or solid waste storage areas; community buildings, and sidewalks on primary and side streets.
- The pedestrian path must be hard-surfaced and a minimum of three (3') feet wide.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- Minimum of twenty (20') from the lot line.

[T] Side Setback (Side Street).

- Minimum of twenty (20') from the lot line.

[U] Side Setback (Adjacent Lot).

- Minimum of ten (10') from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- No minimum.

[W] Access Points.

- Parking may only be accessed from an alley. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OTHER REQUIREMENTS.

There are no other requirements for this building type.

7. OVERLAY REQUIREMENTS.

The following additional requirements are only applicable to lots located within an overlay district per **Chapter 20.500 Title Here** of this code.

[X] Allowable Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	*Allowable*
Awnings	**No**
Balconies	**Yes**
Bay Windows	**Yes**
Cafe	**No**
Common Yard	**Ye**
Courtyard	**Yes**
Gallery	**No**
Light Court	**No**
Porch	**Ye**
Stoop	**Yes**
Shopfront	**No**

TO BE FINALIZED WITH DIRECTION ON THE OVERLAY

[Y] Use Mixing Requirement

– Not applicable.

[Z] Ground Floor Height.

– Not applicable.

[AA] Facade Modulation Requirements.

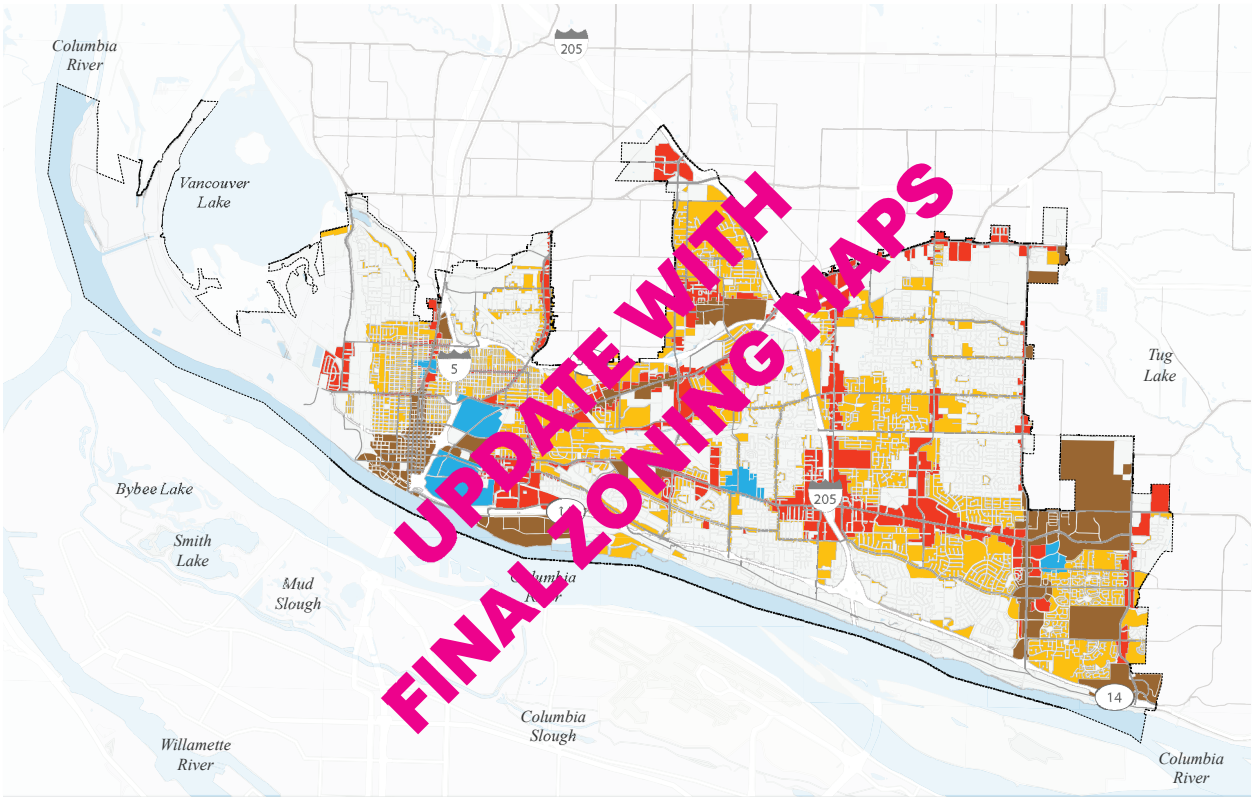
– One (1) vertical modulation of minimum twelve (12") inches every forty (40') feet of facade on all streets.

[AB] Finished Ground Floor Level.

– Not applicable.

[AC] Shared Outdoor Space Requirements.

– Not applicable.



Map of Allowable Zoning district

1. DEFINITION AND APPLICABILITY.

A Multifamily Building (MFB) is a medium- to large-sized building containing multiple dwelling units for rent or to own arranged along a shared corridor. The units are attached and stacked to achieve higher density. The building typically features a shared entrance for all residents, with some ground-floor units offering individual street-facing entrances. Parking is usually located at the rear of the site or beneath the building to maximize space and maintain an active street presence.

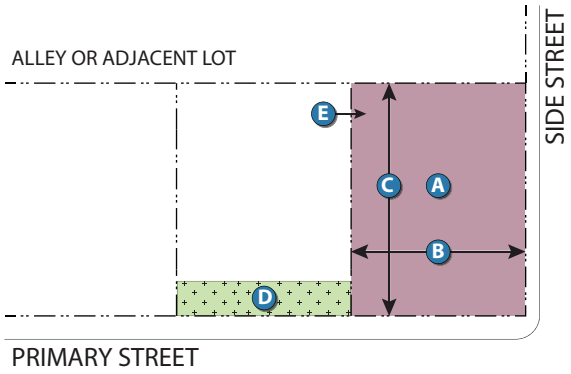
The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

Low-Scale Neighborhood District (LS)	**No**
Medium-Scale Neighborhood District (MS)	**Yes**
Mixed-Use Neighborhood District (MX)	**Yes**
Regional Activity Center District (RA)	**Yes**
Institutional / Campus District (IC)	**Yes**
Industrial / Employment District (IE)	**No**
Heavy Industrial District (HI)	**No**
Manufactured Home District (MH)	**No**
Parks / Open Space District (PO)	**No**
Natural Areas District (NA)	**No**

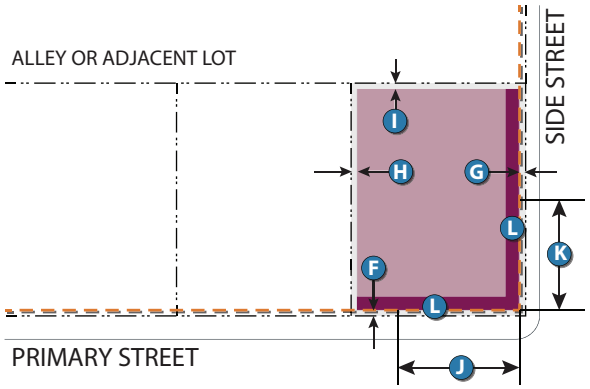
Table of Allowable Zoning district

Character Image

060 MFB



PROPERTY LINE
LOT AREA
OPEN SPACE



PROPERTY LINE
FACADE LINE
BUILD-TO-LINE
BUILDING AREA

2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.
- Not applicable.

[B] Maximum Lot Width.
- Not applicable.

[C] Maximum Lot Depth.
- Not applicable.

[D] Minimum Open Space Area.
- Fifteen (15%) percent of lot size. Setback areas may contribute to meeting this requirement.
- Terraces, verandas, patios, roof decks, and other shared outdoor spaces accessible by all residential units on upper floors may contribute to meeting this requirement.

[E] Maximum Impervious Area.
- Eighty-five (85%) percent of lot size.
- The total square feet of a green roof and any pervious surfaces may be excluded from this calculation.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).
- Maximum of five (5') feet from the lot line.
- May encroach the build-to-line with a ROW permit.

[G] Side Build-to-Line (Side Street).
- Maximum of five (5') feet from the lot line.
- May encroach the build-to-line with a ROW permit.

[H] Side Setback Line (Adjacent Lot).
- Subject to screening and buffering standards.

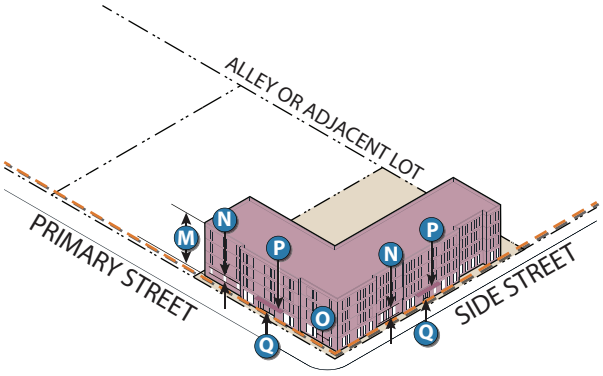
[I] Rear Setback Line (Adjacent Lot or Alley).
- Subject to screening and buffering standards.

[J] Front Build-Out (Primary Street).
- Minimum of eighty (80%) percent of the front build-to-line.

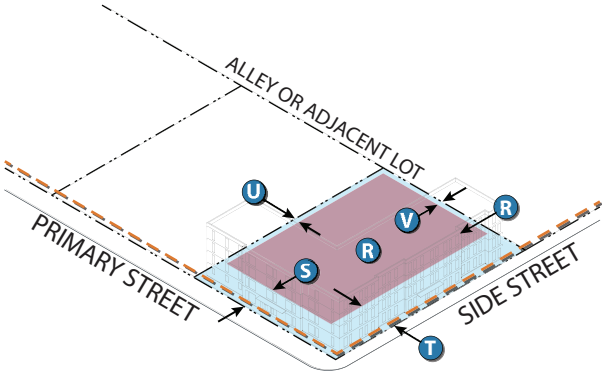
[K] Side Build-Out (Side Street).
- Minimum of fifty (50%) percent of the side build-to-line.

[L] Maximum Facade Length.
- Maximum two-hundred (200') feet without a building break; unrestricted public, pedestrian access; facade modulation; or change in materials or color.

060 MFB



PROPERTY LINE
BUILD-TO-LINE
LOT AREA
BUILDING MASS



PROPERTY LINE
BUILD-TO-LINE
SETBACK AREA
PARKING AREA

4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of fifteen (15%) percent transparent windows or doors.
- Side Street. Minimum of fifteen (15%) percent transparent windows or doors.

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than thirty (30') feet.

[P] Weather Protection.

- Required at all primary and side street entrances.
- Minimum vertical clearance of ten (10') feet.
- Maximum vertical clearance of twenty (20') feet.
- Minimum overhang of six (6') feet.

[Q] Entrances and Access Points.

- A shared pedestrian entrance must be located facing a primary street. Additional pedestrian entrances may be located facing side streets. If no primary street is present, the pedestrian entrance must face the side street.
- Ground floor residential units may have individual pedestrian entrances.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- Minimum of twenty (20') feet from the lot line.
- Zero-lot-line if contained within building and buffered.

[T] Side Setback (Side Street).

- Minimum of twenty (20') feet from the lot line.
- Zero-lot-line if contained within building and buffered.

[U] Side Setback (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[W] Access Points.

- Parking shall be accessed by way of a side street or an alley abutting the lot. If neither are present, parking may be accessed by way of a primary street. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OTHER REQUIREMENTS.

There are no other requirements for this building type.

7. OVERLAY REQUIREMENTS.

The following additional requirements are only applicable to lots located within an overlay district per **Chapter 20.500 Title Here** of this code.

[X] Allowable Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	*Allowable*
Awnings	**Yes**
Balconies	**Yes**
Bay Windows	**Yes**
Cafe	**No**
Common Yard	**N**
Courtyard	**Yes**
Gallery	**No**
Light Court	**N**
Porch	**Ye**
Stoop	**Yes**
Shopfront	**No**

[Y] Use Mixing Requirement

– Not applicable.

[Z] Ground Floor Height.

– Minimum of fourteen (14') feet (floor to floor) for non-residential uses.
– Ground floor residential units should have a minimum of ten (10') feet (floor to floor).

[AA] Facade Modulation Requirements.

– One (1) vertical modulation of minimum twelve (12") inches every fifty (50') feet of facade on all streets.

[AB] Finished Ground Floor Level.

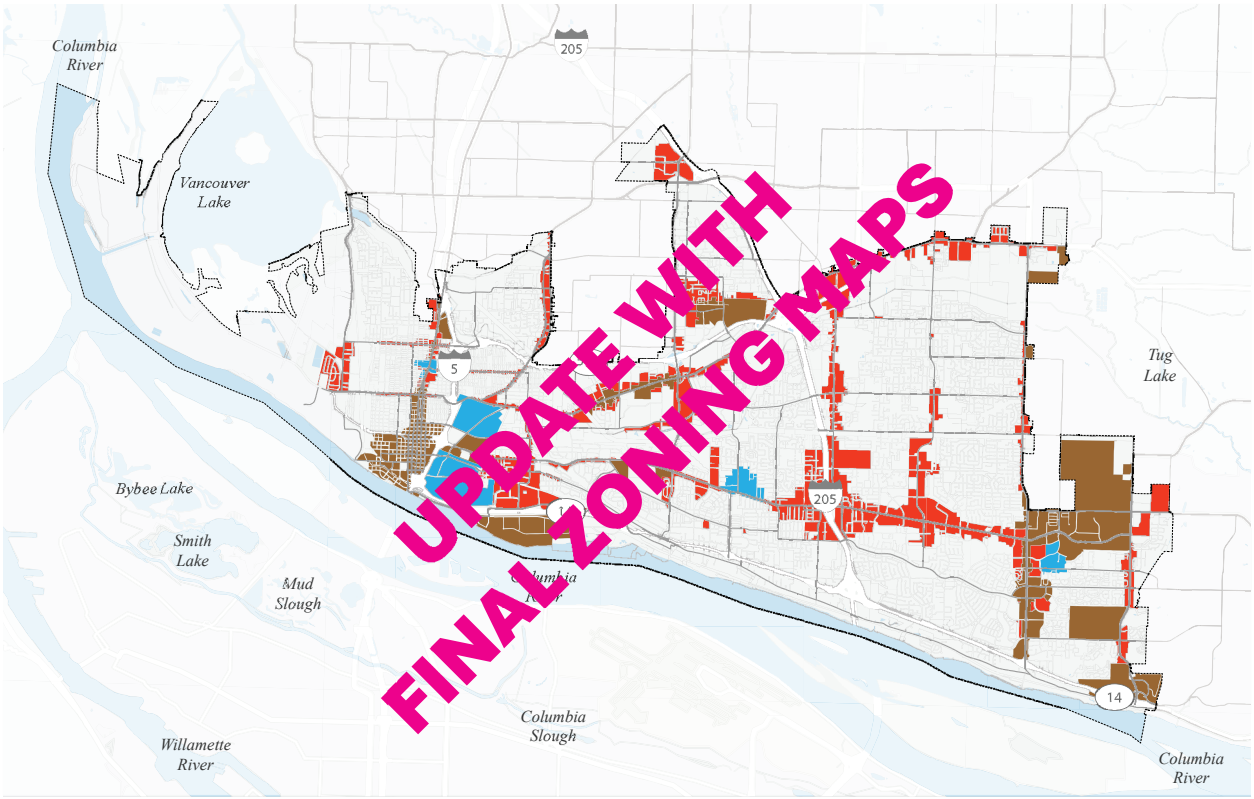
– Ground floor residential units should be a minimum of two (2') feet and maximum of six (6') feet above sidewalk grade, on average per facade.
– Maximum of six (6") inches above the sidewalk grade, on average per facade, for any non-residential uses.

[AC] Shared Outdoor Space Requirements.

– One (1) shared outdoor space must be provided on the lot adjacent to or on the roof of the main building that has regular geometry (a square or rectangle, for example) with one dimension of at least fifty (50') feet that meets the requirements of **Chapter 20.450.006 Landscaping.**

TO BE FINALIZED WITH DIRECTION ON THE OVERLAY

070 MID-RISE RESIDENTIAL



Map of Allowable Zoning district

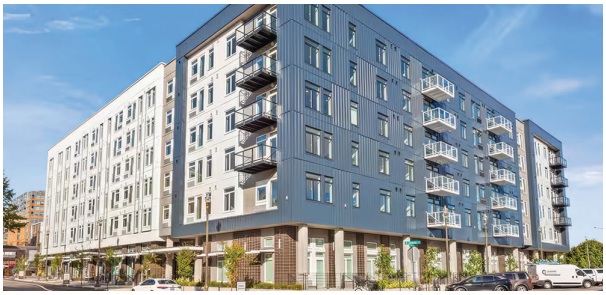
1. DEFINITION AND APPLICABILITY.

A Mid-Rise Residential Building (MIB) is a large, zero-lot-line building with multiple attached and stacked dwelling units. The building features a shared street-level entrance leading to an interior lobby, with corridors providing access to each unit. The building should include shared spaces for residents to foster community interaction. Parking is typically below grade and should be accessed from side streets rather than the primary street to maintain an active and pedestrian-friendly frontage.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

Low-Scale Neighborhood District (LS)	**No**
Medium-Scale Neighborhood District (MS)	**No**
Mixed-Use Neighborhood District (MX)	**Yes**
Regional Activity Center District (RA)	**Yes**
Institutional / Campus District (IC)	**Yes**
Industrial / Employment District (IE)	**No**
Heavy Industrial District (HI)	**No**
Manufactured Home District (MH)	**No**
Parks / Open Space District (PO)	**No**
Natural Areas District (NA)	**No**

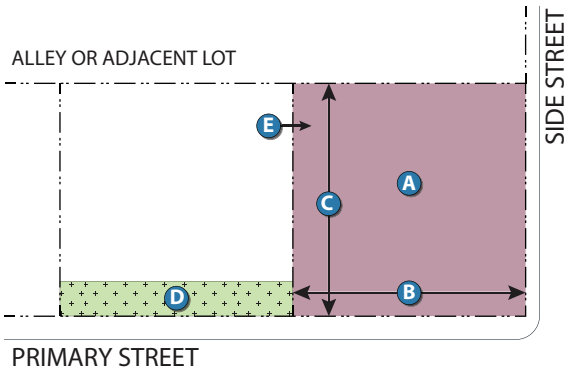
Table of Allowable Zoning district



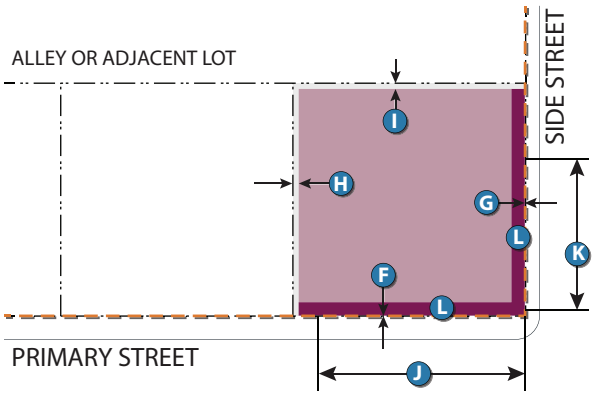
Character Image

070 MIB

070 MID-RISE RESIDENTIAL



PROPERTY LINE
LOT AREA
OPEN SPACE



PROPERTY LINE
BUILD-TO-LINE
FACADE LINE
BUILDING AREA

2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.
- Not applicable.

[B] Maximum Lot Width.
- Not applicable.

[C] Maximum Lot Depth.
- Not applicable.

[D] Minimum Open Space Area.
- Fifteen (15%) percent of lot size. Setback areas may contribute to meeting this requirement.
- Terraces, verandas, patios, roof decks, and other shared outdoor spaces accessible by all residential units on upper floors may contribute to meeting this requirement.

[E] Maximum Impervious Area.
- Eighty-five (85%) percent of lot size.
- The total square feet of a green roof and any pervious surfaces may be excluded from this calculation.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).
- Zero (0') lot line
- May encroach the build-to-line with a ROW permit.

[G] Side Build-to-Line (Side Street).
- Zero (0') lot line
- May encroach the build-to-line with a ROW permit.

[H] Side Setback Line (Adjacent Lot).
- Subject to screening and buffering standards.

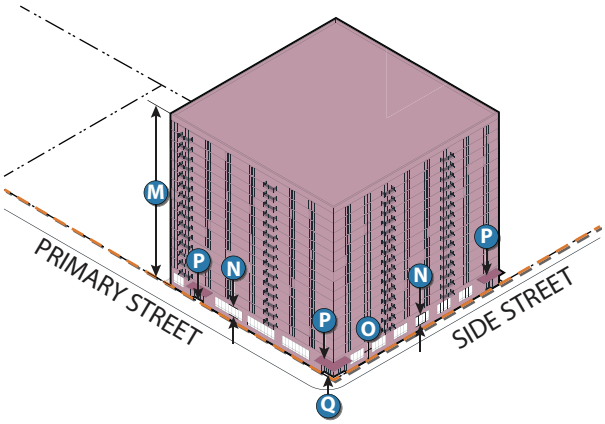
[I] Rear Setback Line (Adjacent Lot or Alley).
- Subject to screening and buffering standards.

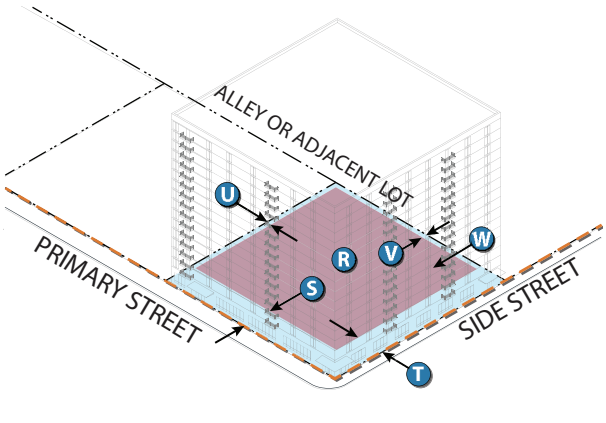
[J] Front Build-Out (Primary Street).
- Minimum of ninety (90%) percent of the front build-to-line.

[K] Side Build-Out (Side Street).
- Minimum of seventy (70%) percent of the side build-to-line.

[L] Maximum Facade Length.
- Maximum two-hundred (200') feet without a building break; unrestricted public, pedestrian access; facade modulation; or change in materials or color.

070 MIB





4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of forty (40%) percent transparent windows or doors.
- Side Street. Minimum of forty (40%) percent transparent windows or doors.

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than thirty (30') feet.

[P] Weather Protection.

- Required at all primary and side street entrances.
- Minimum vertical clearance of ten (10') feet.
- Maximum vertical clearance of twenty (20') feet.
- Minimum overhang of six (6') feet.

[Q] Entrances and Access Points.

- A shared pedestrian entrance must be located facing a primary street. Additional pedestrian entrances may be located facing side streets. If no primary street is present, the pedestrian entrance must face the side street.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- Minimum of twenty (20') feet from the lot line.
- Zero-lot-line if contained within building and buffered.

[T] Side Setback (Side Street).

- Minimum of twenty (20') feet from the lot line.
- Zero-lot-line if contained within building and buffered.

[U] Side Setback (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[W] Access Points.

- Parking shall be accessed by way of a side street or an alley abutting the lot. If neither are present, parking may be accessed by way of a primary street. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OTHER REQUIREMENTS.

There are no other requirements for this building type.

7. OVERLAY REQUIREMENTS.

The following additional requirements are only applicable to lots located within an overlay district per **Chapter 20.500 Title Here** of this code.

[X] Allowable Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	*Allowable*
Awnings	**Yes**
Balconies	**Yes**
Bay Windows	**Yes**
Cafe	**No**
Common Yard	**N**
Courtyard	**Yes**
Gallery	**Yes**
Light Court	**No**
Porch	**No**
Stoop	**No**
Shopfront	**No**

[Y] Use Mixing Requirement.

– Not applicable.

[Z] Ground Floor Height.

– Minimum of fourteen (14') feet (floor to floor) for non-residential uses.
– Ground floor residential units should have a minimum of ten (10') feet (floor to floor).

[AA] Facade Modulation Requirements.

– One (1) vertical modulation of minimum twelve (12") inches every fifty (50') feet of facade on all streets.

[AB] Finished Ground Floor Level.

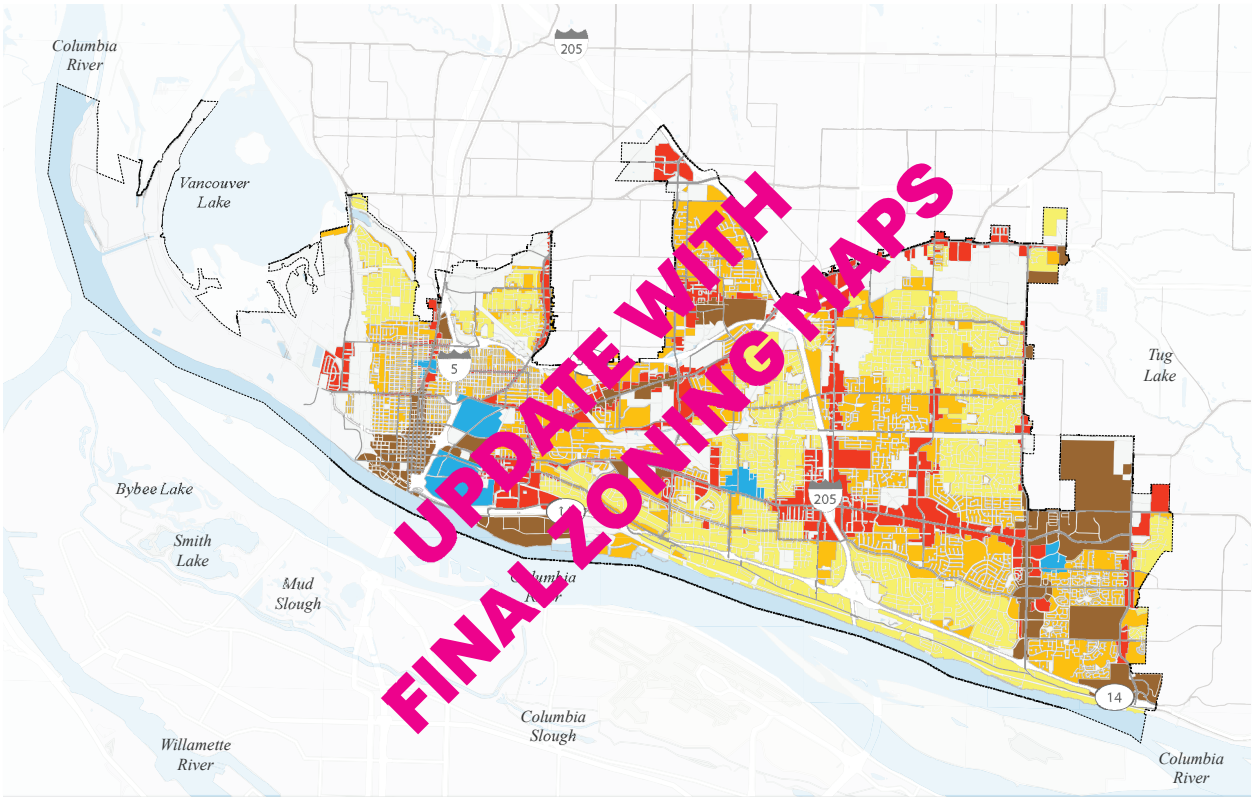
– Ground floor residential units should be a minimum of two (2') feet and maximum of six (6') feet above sidewalk grade, on average per facade.
– Maximum of six (6") inches above the sidewalk grade, on average per facade, for any non-residential uses.

[AC] Shared Outdoor Space Requirements.

– One (1) shared outdoor space must be provided on the lot adjacent to or on the roof of the main building that has regular geometry (a square or rectangle, for example) with one dimension of at least fifty (50') feet that meets the requirements of **Chapter 20.450.006 Landscaping.**

TO BE FINALIZED WITH DIRECTION ON THE OVERLAY

080 MIXED-USE RESIDENTIAL



Map of Allowable Zoning district

1. DEFINITION AND APPLICABILITY.

A Mixed-Use Residential Building (MXB) is a medium- to large-sized building featuring ground-floor commercial spaces with residential units stacked above. The ground floor consists of multiple entrances, while the residential portion has a shared entrance and lobby. Interior circulation to the upper residential floors is provided through shared corridors that lead to individual units.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

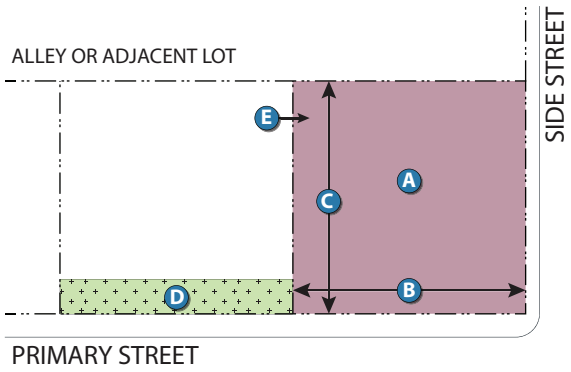
Low-Scale Neighborhood District (LS)	**Yes**
Medium-Scale Neighborhood District (MS)	**Yes**
Mixed-Use Neighborhood District (MX)	**Yes**
Regional Activity Center District (RA)	**Yes**
Institutional / Campus District (IC)	**Yes**
Industrial / Employment District (IE)	**No**
Heavy Industrial District (HI)	**No**
Manufactured Home District (MH)	**No**
Parks / Open Space District (PO)	**No**
Natural Areas District (NA)	**No**

Table of Allowable Zoning district

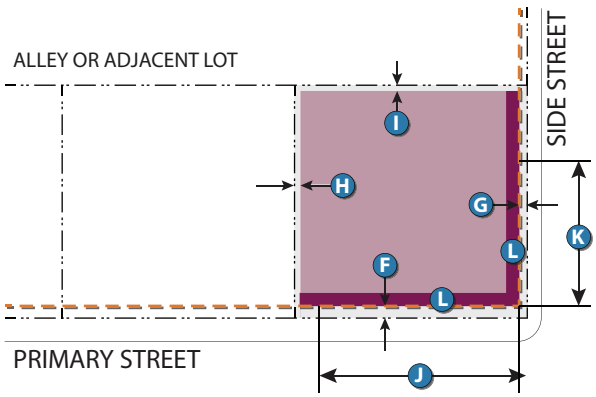
Character Image

080 MXB

080 MIXED-USE RESIDENTIAL



PROPERTY LINE
LOT AREA
OPEN SPACE



PROPERTY LINE
BUILD-TO-LINE
FACADE LINE
BUILDING AREA

2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.
- Minimum: Not applicable.
- Maximum: Not applicable.

[B] Maximum Lot Width.
- Not applicable.

[C] Maximum Lot Depth.
- Not applicable.

[D] Minimum Open Space Area.
- Not applicable.

[E] Maximum Impervious Area.
- Not applicable.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).
- Zero (0') lot line for non-residential uses.
- May be set back up to a maximum of five (5') feet for ground floor residential uses.
- May encroach the build-to-line with a ROW permit.

[G] Side Build-to-Line (Side Street).
- Zero (0') lot line for non-residential uses.
- May be set back up to a maximum of five (5') feet for ground floor residential uses.
- May encroach the build-to-line with a ROW permit.

[H] Side Setback Line (Adjacent Lot).
- Minimum of five (5') feet from the lot line.

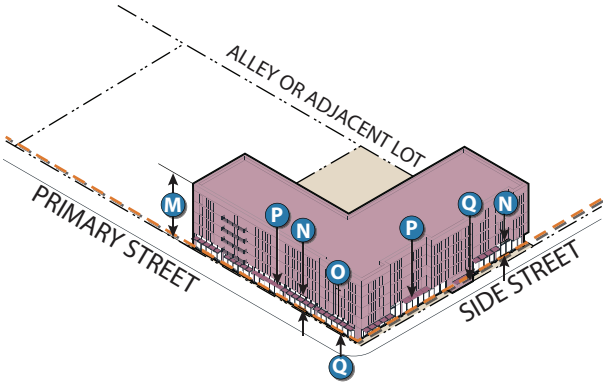
[I] Rear Setback Line (Adjacent Lot or Alley).
- Minimum of five (5') feet from the lot line.

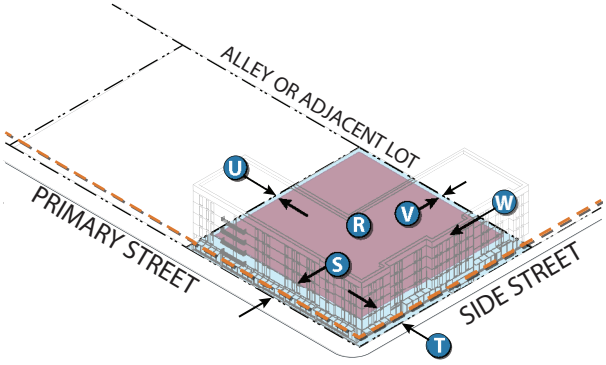
[J] Front Build-Out (Primary Street).
- Minimum of ninety (90%) percent of the front build-to-line.

[K] Side Build-Out (Side Street).
- Minimum of seventy (70%) percent of the side build-to-line.

[L] Maximum Facade Length.
- Maximum two-hundred (200') feet without a building break; unrestricted public, pedestrian access; facade modulation; or change in materials or color.

080 MXB





4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of sixty (60%) percent transparent windows or doors.
- Side Street. Minimum of sixty (60%) percent transparent windows or doors.

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than thirty (30') feet.

[P] Weather Protection.

- Required at all primary and side street entrances.
- Minimum of seventy (70%) percent linear coverage on primary streets and thirty (30%) percent on side streets.
- Minimum vertical clearance of ten (10') feet.
- Maximum vertical clearance of twenty (20') feet.
- Minimum overhang of six (6') feet.

[Q] Entrances and Access Points.

- No requirements for shared pedestrian entrances.
- Ground floor residential units may have individual pedestrian entrances.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- Minimum of twenty (20') feet from the lot line.
- Zero-lot-line if contained within building and buffered.

[T] Side Setback (Side Street).

- Minimum of twenty (20') feet from the lot line.
- Zero-lot-line if contained within building and buffered.

[U] Side Setback (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[W] Access Points.

- Parking shall be accessed by way of a side street or an alley abutting the lot. If neither are present, parking may be accessed by way of a primary street. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OTHER REQUIREMENTS.

There are no other requirements for this building type.

7. OVERLAY REQUIREMENTS.

The following additional requirements are only applicable to lots located within an overlay district per **Chapter 20.500 Title Here** of this code.

[X] Allowable Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	*Allowable*
Awnings	**Yes**
Balconies	**Yes**
Bay Windows	**Yes**
Cafe	**Yes**
Common Yard	**No**
Courtyard	**Yes**
Gallery	**Yes**
Light Court	**Yes**
Porch	**No**
Stoop	**No**
Shopfront	**Yes**

[Y] Use Mixing Requirements.

- Minimum of sixty (60%) percent of the ground floor should be retail; other areas may be residential units, common spaces, and leasing offices or other amenities.

[Z] Ground Floor Height.

- Minimum of eighteen (18') feet (floor to floor) for retail.
- Minimum of fifteen (15') feet (floor to floor) or twelve (12') feet (floor to ceiling) for office.
- Ground floor residential units should have a minimum of ten (10') feet (floor to floor).

[AA] Facade Modulation Requirements.

- Not applicable.

[AB] Finished Ground Floor Level.

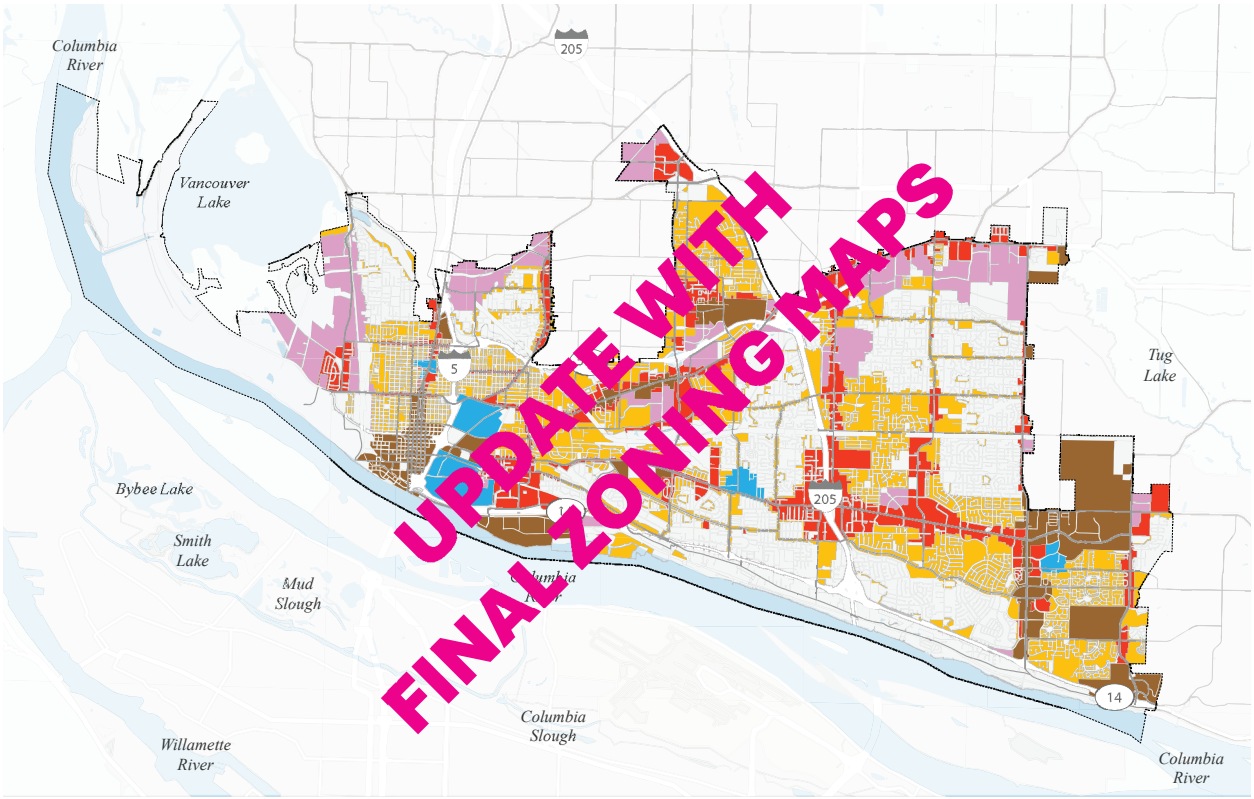
- Ground floor residential units should be a minimum of two (2') feet and maximum of six (6') feet above sidewalk grade, on average per facade.
- Maximum of six (6") inches above the sidewalk grade, on average per facade, for any non-residential uses.

[AC] Shared Outdoor Space Requirements.

- One (1) shared outdoor space must be provided on the lot adjacent to or on the roof of the main building that has regular geometry (a square or rectangle, for example) with one dimension of at least fifty (50') feet that meets the requirements of **Chapter 20.450.006 Landscaping.**

TO BE FINALIZED WITH DIRECTION ON THE OVERLAY

090 MIXED-USE OFFICE



Map of Allowable Zoning district

1. DEFINITION AND APPLICABILITY.

A Mixed-Use Office Building (MOB) is a medium- to large-sized building designed to feature ground-floor commercial spaces with office space above. The retail areas have independent entrances for easy access to street-level shops. Office space on the upper floors is accessed via interior circulation, which can include a central corridor or open area, depending on whether the floor is occupied by a single tenant or divided among multiple tenants.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

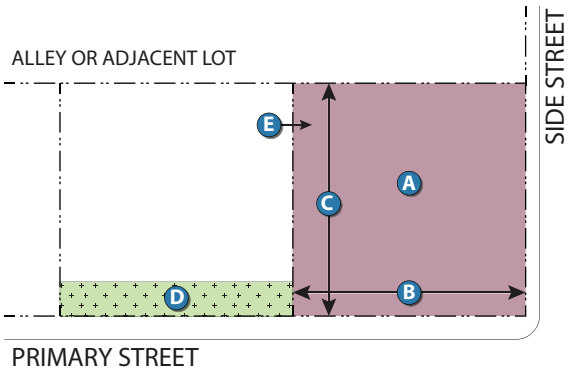
Low-Scale Neighborhood District (LS)	**No**
Medium-Scale Neighborhood District (MS)	**Yes**
Mixed-Use Neighborhood District (MX)	**Yes**
Regional Activity Center District (RA)	**Yes**
Institutional / Campus District (IC)	**Yes**
Industrial / Employment District (IE)	**Yes**
Heavy Industrial District (HI)	**No**
Manufactured Home District (MH)	**No**
Parks / Open Space District (PO)	**No**
Natural Areas District (NA)	**No**

Table of Allowable Zoning district

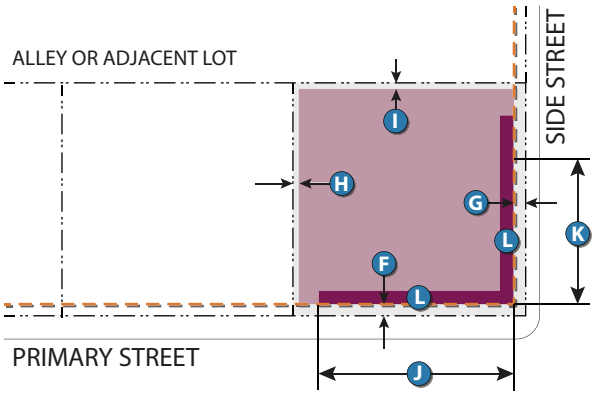
Character Image

090 MOB

090 MIXED-USE OFFICE



PROPERTY LINE
LOT AREA
OPEN SPACE



PROPERTY LINE
FACADE LINE
BUILD-TO-LINE
BUILDING AREA

2.LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.
- Minimum: Not applicable.
- Maximum: Not applicable.

[B] Maximum Lot Width.
- Not applicable.

[C] Maximum Lot Depth.
- Not applicable.

[D] Minimum Open Space Area.
- Not applicable.

[E] Maximum Impervious Area.
- Not applicable.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).
- Maximum of ten (10') feet from the lot line.
- May encroach the build-to-line with a ROW permit.

[G] Side Build-to-Line (Side Street).
- Maximum of ten (10') feet from the lot line.
- May encroach the build-to-line with a ROW permit.

[H] Side Setback Line (Adjacent Lot).
- Minimum of five (5') feet from the lot line.

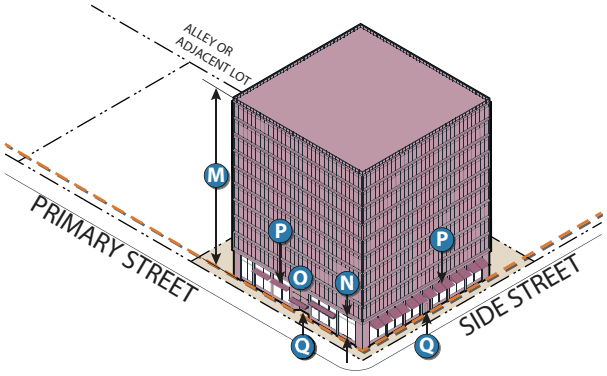
[I] Rear Setback Line (Adjacent Lot or Alley).
- Minimum of five (5') feet from the lot line.

[J] Front Build-Out (Primary Street).
- Minimum of ninety (90%) percent of the front build-to-line.

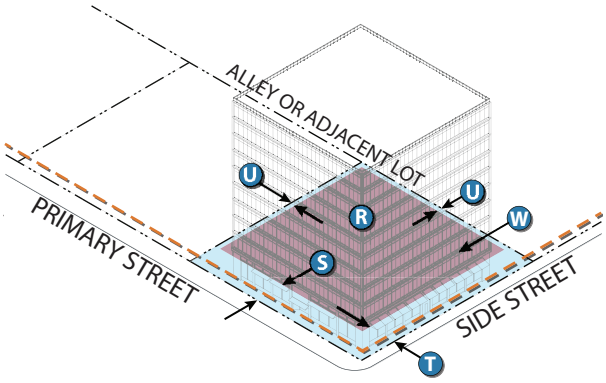
[K] Side Build-Out (Side Street).
- Minimum of fifty (50%) percent of the side build-to-line.

[L] Maximum Facade Length.
- Maximum two-hundred (200') feet without a building break; unrestricted public, pedestrian access; facade modulation; or change in materials or color.

090 MOB



PROPERTY LINE
BUILD-TO-LINE
LOT AREA
BUILDING MASS



PROPERTY LINE
BUILD-TO-LINE
SETBACK AREA
PARKING AREA

4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of sixty (60%) percent transparent windows or doors.
- Side Street. Minimum of twenty (20%) percent transparent windows or doors.

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than thirty (30') feet.

[P] Weather Protection.

- Required at all primary and side street entrances.
- Minimum of seventy (70%) percent linear coverage on primary streets.
- Minimum vertical clearance of ten (10') feet.
- Maximum vertical clearance of twenty (20') feet.
- Minimum overhang of six (6') feet.

[Q] Entrances and Access Points.

- No requirements for shared pedestrian entrances.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- Minimum of twenty (20') feet from the lot line.
- Zero-lot-line if contained within building and buffered.

[T] Side Setback (Side Street).

- Minimum of twenty (20') feet from the lot line.
- Zero-lot-line if contained within building and buffered.

[U] Side Setback (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[W] Access Points.

- Parking shall be accessed by way of a side street or an alley abutting the lot. If neither are present, parking may be accessed by way of a primary street. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OTHER REQUIREMENTS.

There are no other requirements for this building type.

7. OVERLAY REQUIREMENTS.

The following additional requirements are only applicable to lots located within an overlay district per **Chapter 20.500 Title Here** of this code.

[X] Allowable Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	*Allowable*
Awnings	**Yes**
Balconies	**No**
Bay Windows	**No**
Cafe	**Yes**
Common Yard	**N**
Courtyard	**Yes**
Gallery	**Yes**
Light Court	**No**
Porch	**No**
Stoop	**No**
Shopfront	**Yes**

[Y] Use Mixing Requirement.

- Minimum of twenty (20%) percent of the ground floor should be retail; other areas may be office space, common spaces, and leasing offices or other amenities.

[Z] Ground Floor Height.

- Minimum of eighteen (18') feet (floor to floor) for retail.
- Minimum of fifteen (15') feet (floor to floor) or twelve (12') feet (floor to ceiling) for office.

[AA] Facade Modulation Requirements.

- Not applicable.

[AB] Finished Ground Floor Level.

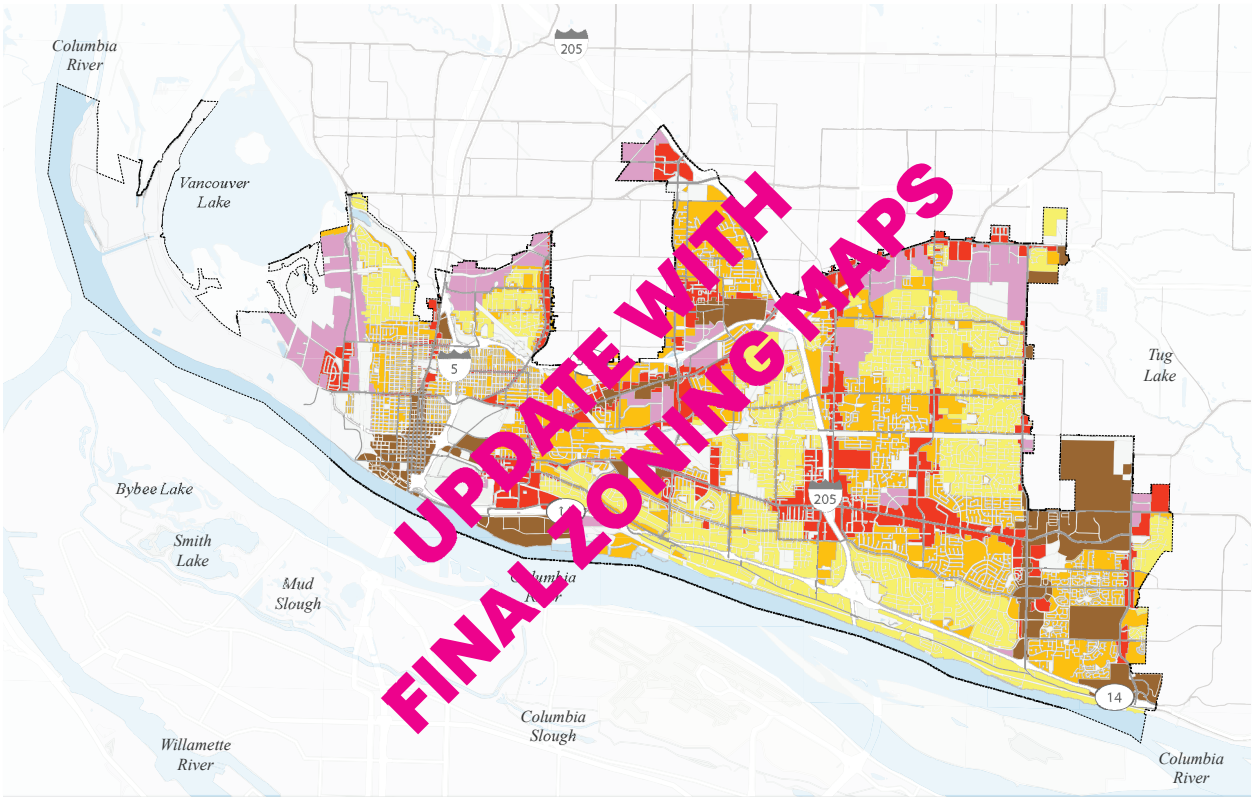
- Maximum of six (6") inches above the sidewalk grade, on average per facade, for any non-residential uses.

[AC] Shared Outdoor Space Requirements.

- Not applicable.

TO BE FINALIZED WITH DIRECTION ON THE OVERLAY

100 COMMERCIAL BLOCK



Map of Allowable Zoning district

1. DEFINITION AND APPLICABILITY.

A Commercial Block Building (CBB) is a small, low-rise rectangular building with individual entrances for in-line shops or stores, designed to foster an active and engaging street presence. The building should be oriented with entrances facing the street, while parking is placed at the rear to prioritize pedestrian access.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

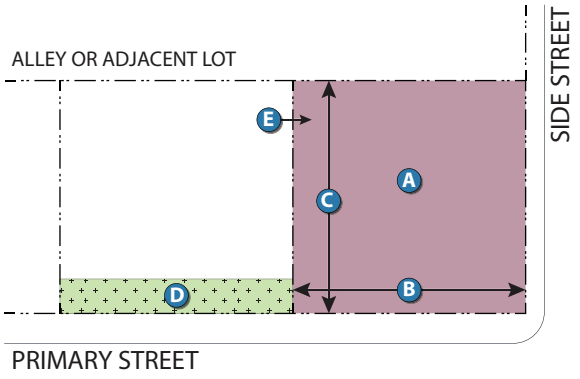
Low-Scale Neighborhood District (LS)	**Yes**
Medium-Scale Neighborhood District (MS)	**Yes**
Mixed-Use Neighborhood District (MX)	**Yes**
Regional Activity Center District (RA)	**Yes**
Institutional / Campus District (IC)	**Yes**
Industrial / Employment District (IE)	**Yes**
Heavy Industrial District (HI)	**No**
Manufactured Home District (MH)	**No**
Parks / Open Space District (PO)	**No**
Natural Areas District (NA)	**No**

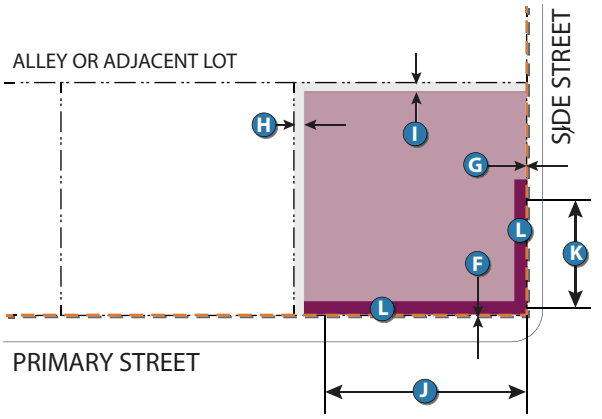
Table of Allowable Zoning district

Character Image

100 CBB

100 COMMERCIAL BLOCK





2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.
- Minimum: Not applicable.
- Maximum: Not applicable.

[B] Maximum Lot Width.
- Not applicable.

[C] Maximum Lot Depth.
- Not applicable.

[D] Minimum Open Space Area.
- Not applicable.

[E] Maximum Impervious Area.
- Not applicable.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).
- Zero (0') lot line.

[G] Side Build-to-Line (Side Street).
- Zero (0') lot line.

[H] Side Setback Line (Adjacent Lot).
- Minimum of five (5') feet from the lot line.

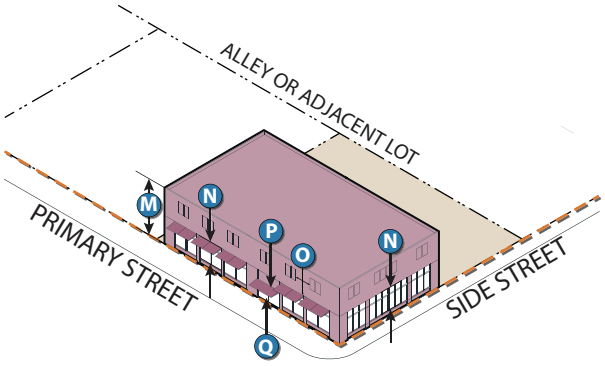
[I] Rear Setback Line (Adjacent Lot or Alley).
- Minimum of five (5') feet from the lot line.

[J] Front Build-Out (Primary Street).
- Minimum of ninety (90%) percent of the front build-to-line.

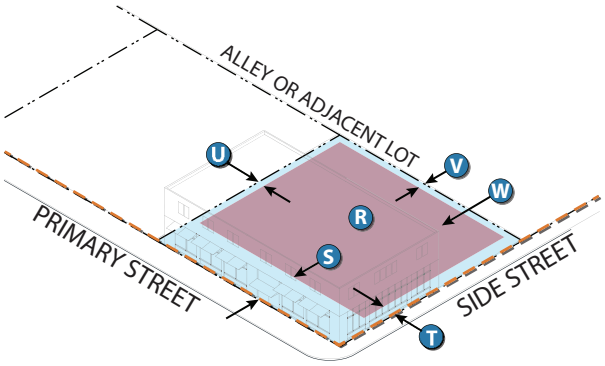
[K] Side Build-Out (Side Street).
- Minimum of fifty (50%) percent of the side build-to-line.

[L] Maximum Facade Length.
- Maximum two-hundred (200') feet without a building break; unrestricted public, pedestrian access; facade modulation; or change in materials or color.

100 CBB



PROPERTY LINE
BUILD-TO-LINE
LOT AREA
BUILDING MASS



PROPERTY LINE
BUILD-TO-LINE
SETBACK AREA
PARKING AREA

4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.
- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.
- Primary Street. Minimum of sixty (60%) percent transparent windows or doors.
- Side Street. Minimum of twenty (20%) percent transparent windows or doors.

[O] Blank Wall Limitations (Any Public Street).
- No blank frontage walls greater than fifteen (15') feet.

[P] Weather Protection.
- Required at all primary and side street entrances.
- Minimum of seventy (70%) percent linear coverage on primary streets.
- Minimum vertical clearance of ten (10') feet.
- Maximum vertical clearance of twenty (20') feet.
- Minimum overhang of six (6') feet.

[Q] Entrances and Access Points.
- No requirements for shared pedestrian entrances.

5. PARKING AND ACCESS.

[R] Parking Ratios.
- See **Chapter 20.450.090 Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).
- Minimum of twenty (20') feet from the lot line.

[T] Side Setback (Side Street).
- Minimum of ten (10') feet from the lot line.

[U] Side Setback (Adjacent Lot).
- Minimum of five (5') feet from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).
- Minimum of five (5') feet from the lot line.

[W] Access Points.
- Parking shall be accessed by way of a side street or an alley abutting the lot. If neither are present, parking may be accessed by way of a primary street. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OTHER REQUIREMENTS.

There are no other requirements for this building type.

7. OVERLAY REQUIREMENTS.

The following additional requirements are only applicable to lots located within an overlay district per **Chapter 20.500 Title Here** of this code.

[X] Allowable Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	*Allowable*
Awnings	**Yes**
Balconies	**No**
Bay Windows	**No**
Cafe	**Yes**
Common Yard	**N**
Courtyard	**No**
Gallery	**No**
Light Court	**Ye**
Porch	**N**
Stoop	**No**
Shopfront	**Yes**

[Y] Use Mixing Requirement.

- Minimum of sixty (60%) percent of the ground floor should be retail; other areas may be service and support spaces for retail or common areas.

[Z] Ground Floor Height.

- Minimum of eighteen (18') feet (floor to floor) for retail.
- Minimum of fifteen (15') feet (floor to floor) or twelve (12') feet (floor to ceiling) for office.

[AA] Facade Modulation Requirements.

- Not applicable.

[AB] Finished Ground Floor Level.

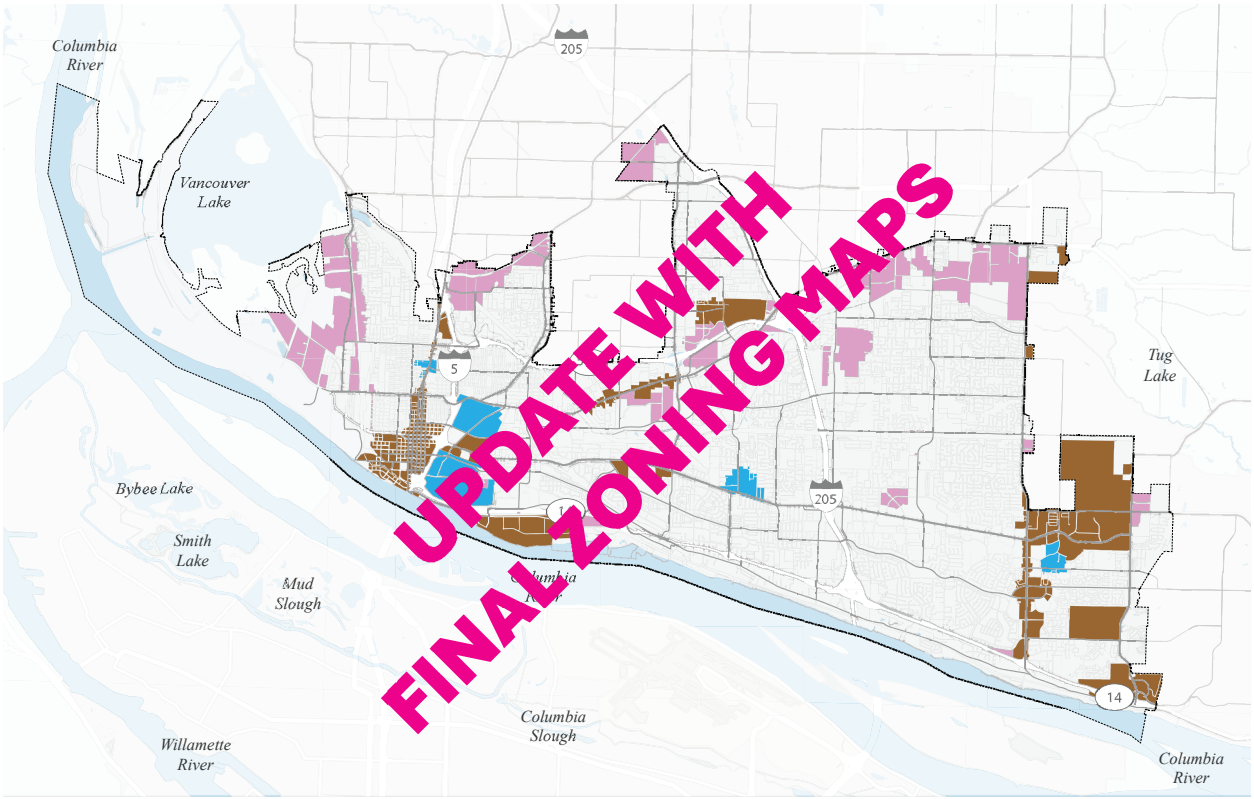
- Maximum of six (6") inches above the sidewalk grade, on average per facade, for any non-residential uses.

[AC] Shared Outdoor Space Requirements.

- Not applicable.

TO BE FINALIZED WITH DIRECTION ON THE OVERLAY

110 BIG BOX RETAIL



Map of Allowable Zoning district

1. DEFINITION AND APPLICABILITY.

A Big Box Retail Building (BRB) is a larger footprint, standalone building that often spans an entire block, designed with a single, controlled entrance to manage high volumes of goods and customer traffic. Entrances should face the street and be easily accessible, with parking situated at the rear or sides to promote a clean, pedestrian-friendly frontage. When satellite buildings are included, it is crucial to include pedestrian safety and landscaping around the site for a cohesive and safe environment.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

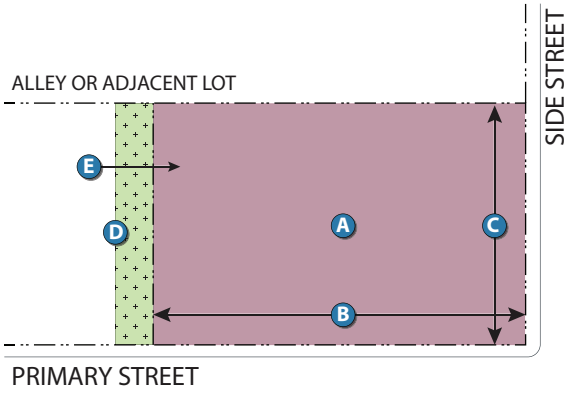
Low-Scale Neighborhood District (LS)	**No**
Medium-Scale Neighborhood District (MS)	**No**
Mixed-Use Neighborhood District (MX)	**No**
Regional Activity Center District (RA)	**Yes**
Institutional / Campus District (IC)	**Yes**
Industrial / Employment District (IE)	**Yes**
Heavy Industrial District (HI)	**No**
Manufactured Home District (MH)	**No**
Parks / Open Space District (PO)	**No**
Natural Areas District (NA)	**No**

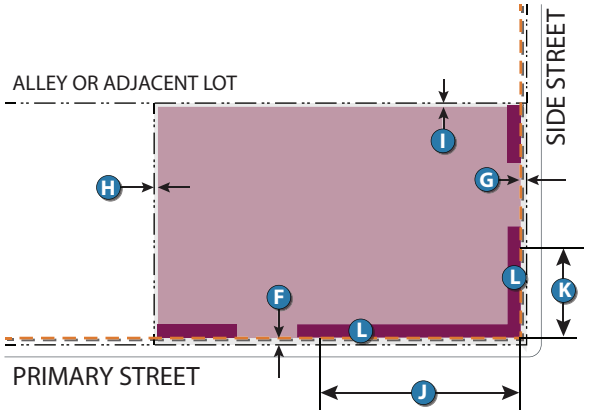
Table of Allowable Zoning district

Character Image

110 BRB

110 BIG BOX RETAIL





2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.
- Minimum: Not applicable.
- Maximum: Not applicable.

[B] Maximum Lot Width.
- Not applicable.

[C] Maximum Lot Depth.
- Not applicable.

[D] Minimum Open Space Area.
- Not applicable.

[E] Maximum Impervious Area.
- Not applicable.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).
- Maximum of ten (10') feet from the lot line.

[G] Side Build-to-Line (Side Street).
- Maximum of ten (10') feet from the lot line.

[H] Side Setback Line (Adjacent Lot).
- Minimum of five (5') feet from the lot line.

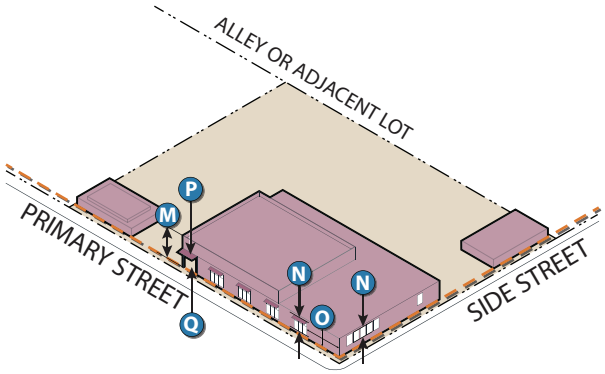
[I] Rear Setback Line (Adjacent Lot or Alley).
- Minimum of five (5') feet from the lot line.

[J] Front Build-Out (Primary Street).
- Minimum of sixty (60%) percent of the front build-to-line.

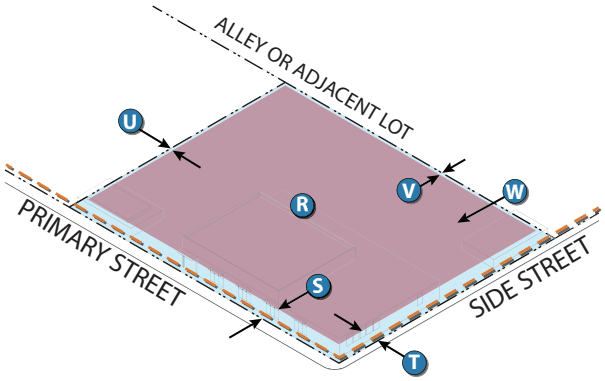
[K] Side Build-Out (Side Street).
- Minimum of thirty (30%) percent of the side build-to-line.

[L] Maximum Facade Length.
- Maximum two-hundred (200') feet without a building break; unrestricted public, pedestrian access; facade modulation; or change in materials or color.

110 BRB



PROPERTY LINE
BUILD-TO-LINE
LOT AREA
BUILDING MASS



PROPERTY LINE
BUILD-TO-LINE
SETBACK AREA
PARKING AREA

4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of forty (40%) percent transparent windows or doors.
- Side Street. Minimum of twenty (20%) percent transparent windows or doors.

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than fifty (50') feet.

[P] Weather Protection.

- Required at all primary and side street entrances.
- Minimum of fifty (50%) percent linear coverage on primary streets.
- Minimum vertical clearance of ten (10') feet.
- Maximum vertical clearance of twenty (20') feet.
- Minimum overhang of six (6') feet.

[Q] Entrances and Access Points.

- No requirements for shared pedestrian entrances.
- Pedestrian entrances on additional buildings on other lots must meet the entrances and access points requirements for CBB.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- Minimum of twenty (20') feet from the lot line.

[T] Side Setback (Side Street).

- Minimum of five (5') feet from the lot line.

[U] Side Setback (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[W] Access Points.

- Parking shall be accessed by way of a side street or an alley abutting the lot. If neither are present, parking may be accessed by way of a primary street. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OTHER REQUIREMENTS.

[X] More than One (1) Lot.

– If a permit application has more than one (1) lot, all other lots must meet the requirements of CBB.

[Y] More than One (1) Lot.

– If a lot has more than one (1) primary street, that lot is only required to meet the primary street requirements for one (1) of those primary streets and all other streets may be defined as a side street.

[Z] Structured Parking Garages.

– Any BBR Building located within RA and IE must utilize a structured parking garage that meets the requirements of Parking Areas and Access for this building type. Surface parking is allowed with a BBR Building in all other zoning district.

7. OVERLAY REQUIREMENTS.

The following additional requirements are only applicable to lots located within an overlay district per **Chapter 20.500 Title Here** of this code.

[AA] Allowable Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Interior frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	*Allowable*
Awnings	**Yes**
Balconies	**No**
Bay Windows	**No**
Cafe	**Yes**
Common Yard	**No**
Courtyard	**No**
Gallery	**No**
Light Court	**No**
Porch	**No**
Stoop	**No**
Shopfront	**Yes**

[AB] Use Mixing Requirements.

– Not applicable.

[AC] Ground Floor Height.

– Minimum of eighteen (18') feet (floor to floor).

[AD] Facade Modulation Requirements.

– Not applicable.

[AE] Finished Ground Floor Level.

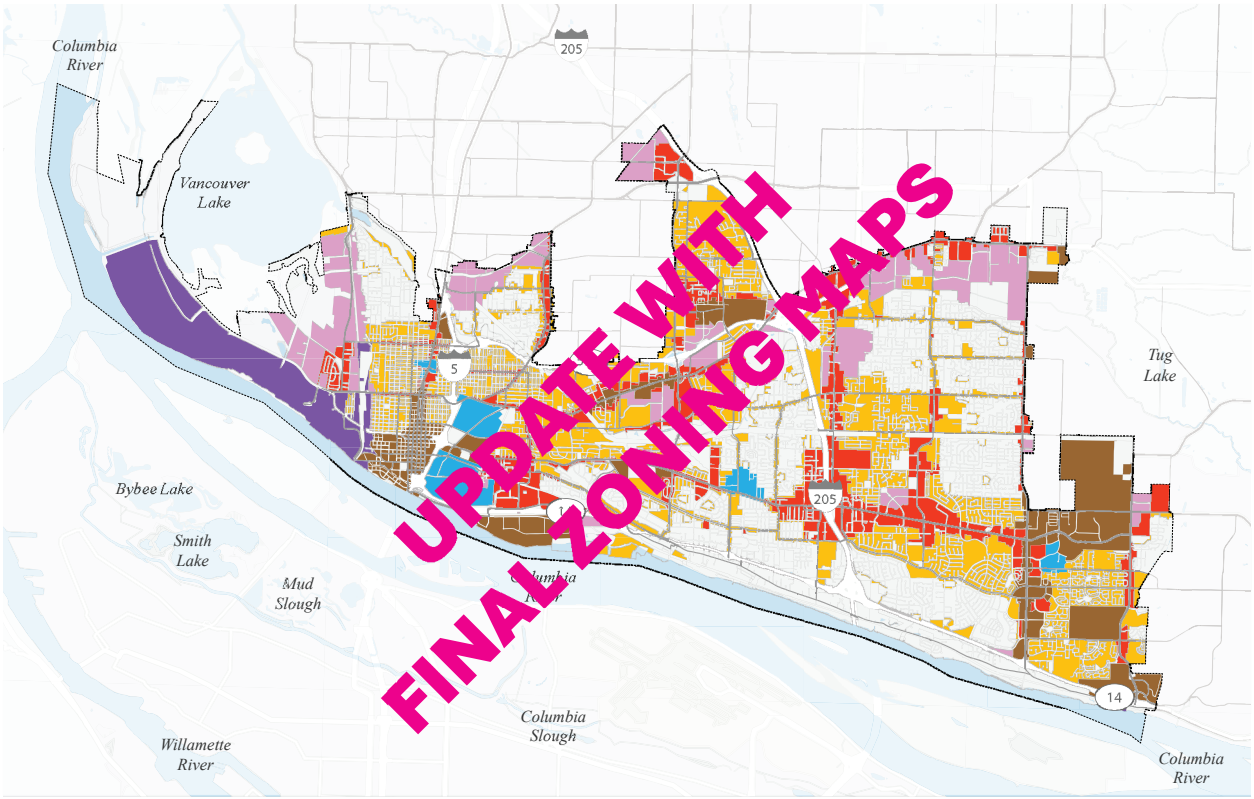
– Maximum of six (6") inches above the sidewalk grade, on average per facade, for any non-residential uses.

[AF] Shared Outdoor Space Requirements.

– Not applicable.

TO BE FINALIZED WITH DIRECTION ON THE OVERLAY

120 FLEXIBLE-USE



Map of Allowable Zoning district

1. DEFINITION AND APPLICABILITY.

A Flexible-Use Building (FUB) is a larger footprint, rectangular building designed to accommodate diverse uses such as office, innovation, medical, research, and light manufacturing. When upper floors are included, access is through a shared ground-floor entrance, with interior circulation tailored to the number of tenants and specific layout. Parking and loading docks should be located at the rear or along an alley to maintain a clean streetscape. Side setbacks are ideal for creating outdoor areas and shared spaces that enhance the ground-floor facilities..

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

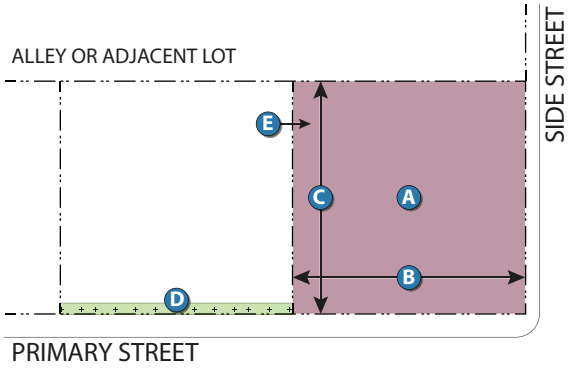
Low-Scale Neighborhood District (LS)	**No**
Medium-Scale Neighborhood District (MS)	**Yes**
Mixed-Use Neighborhood District (MX)	**Yes**
Regional Activity Center District (RA)	**Yes**
Institutional / Campus District (IC)	**Yes**
Industrial / Employment District (IE)	**Yes**
Heavy Industrial District (HI)	**Yes**
Manufactured Home District (MH)	**No**
Parks / Open Space District (PO)	**No**
Natural Areas District (NA)	**No**

Table of Allowable Zoning district

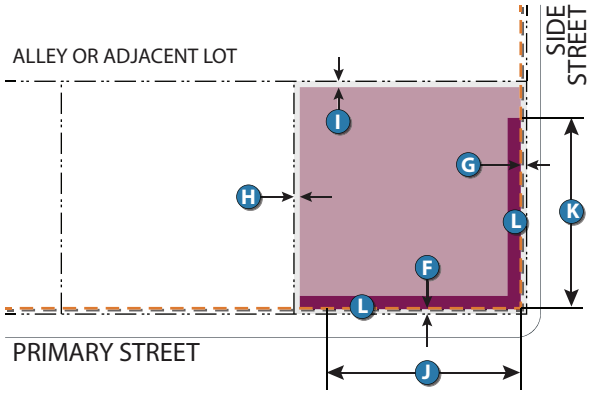
Character Image

120 FUB

120 FLEXIBLE-USE



PROPERTY LINE
LOT AREA
OPEN SPACE



PROPERTY LINE
FACADE LINE
BUILD-TO-LINE
BUILDING AREA

2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.
- Minimum: Not applicable.
- Maximum: Not applicable.

[B] Maximum Lot Width.
- Not applicable.

[C] Maximum Lot Depth.
- Not applicable.

[D] Minimum Open Space Area.
- Not applicable.

[E] Maximum Impervious Area.
- Not applicable.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).
- Maximum of five (5') feet from the lot line.

[G] Side Build-to-Line (Side Street).
- Maximum of five (5') feet from the lot line.

[H] Side Setback Line (Adjacent Lot).
- Minimum of five (5') feet from the lot line.

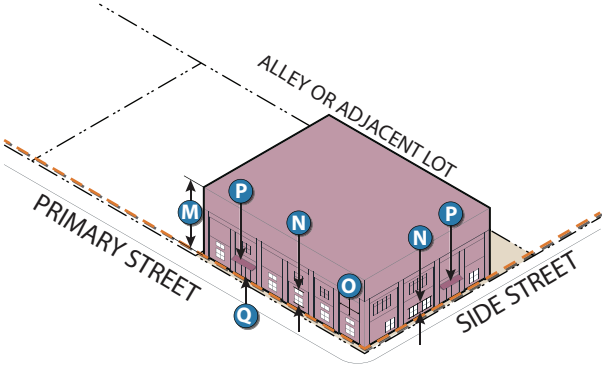
[I] Rear Setback Line (Adjacent Lot or Alley).
- Minimum of five (5') feet from the lot line.

[J] Front Build-Out (Primary Street).
- Minimum of ninety (90%) percent of the front build-to-line.

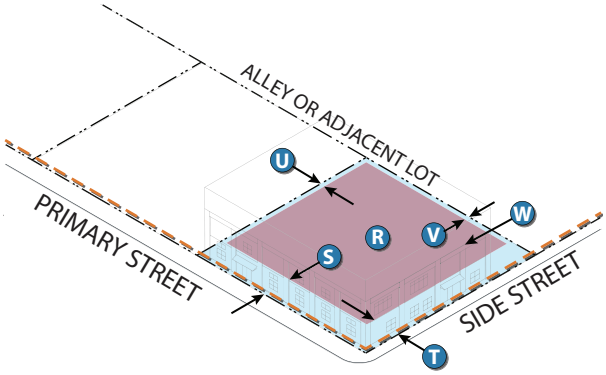
[K] Side Build-Out (Side Street).
- Minimum of ninety (90%) percent of the side build-to-line.

[L] Maximum Facade Length.
- Maximum two-hundred (200') feet without a building break; unrestricted public, pedestrian access; facade modulation; or change in materials or color.

120 FUB



PROPERTY LINE
BUILD-TO-LINE
LOT AREA
BUILDING MASS



PROPERTY LINE
BUILD-TO-LINE
SETBACK AREA
PARKING AREA

4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of sixty (60%) percent transparent windows or doors.
- Side Street. Minimum of forty (40%) percent transparent windows or doors

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than fifty (50') feet.

[P] Weather Protection.

- Required at all primary and side street entrances.
- Minimum of forty (40%) percent linear coverage on primary streets.
- Minimum vertical clearance of ten (10') feet.
- Maximum vertical clearance of twenty (20') feet.
- Minimum overhang of six (6') feet.

[Q] Entrances and Access Points.

- No requirements for shared pedestrian entrances.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- Minimum of twenty (20') feet from the lot line.

[T] Side Setback (Side Street).

- Minimum of twenty (20') feet from the lot line.

[U] Side Setback (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[W] Access Points.

- Parking shall be accessed by way of a side street or an alley abutting the lot. If neither are present, parking may be accessed by way of a primary street. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OTHER REQUIREMENTS.

There are no other requirements for this building type.

7. OVERLAY REQUIREMENTS.

The following additional requirements are only applicable to lots located within an overlay district per **Chapter 20.500 Title Here** of this code.

[X] Allowable Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	*Allowable*
Awnings	**Yes**
Balconies	**No**
Bay Windows	**No**
Cafe	**No**
Common Yard	**N**
Courtyard	**No**
Gallery	**No**
Light Court	**No**
Porch	**No**
Stoop	**No**
Shopfront	**Yes**

[Y] Use Mixing Requirement

– Not applicable.

[Z] Ground Floor Height.

– Minimum of eighteen (18') feet (floor to floor).

[AA] Facade Modulation Requirements.

– Not applicable.

[AB] Finished Ground Floor Level.

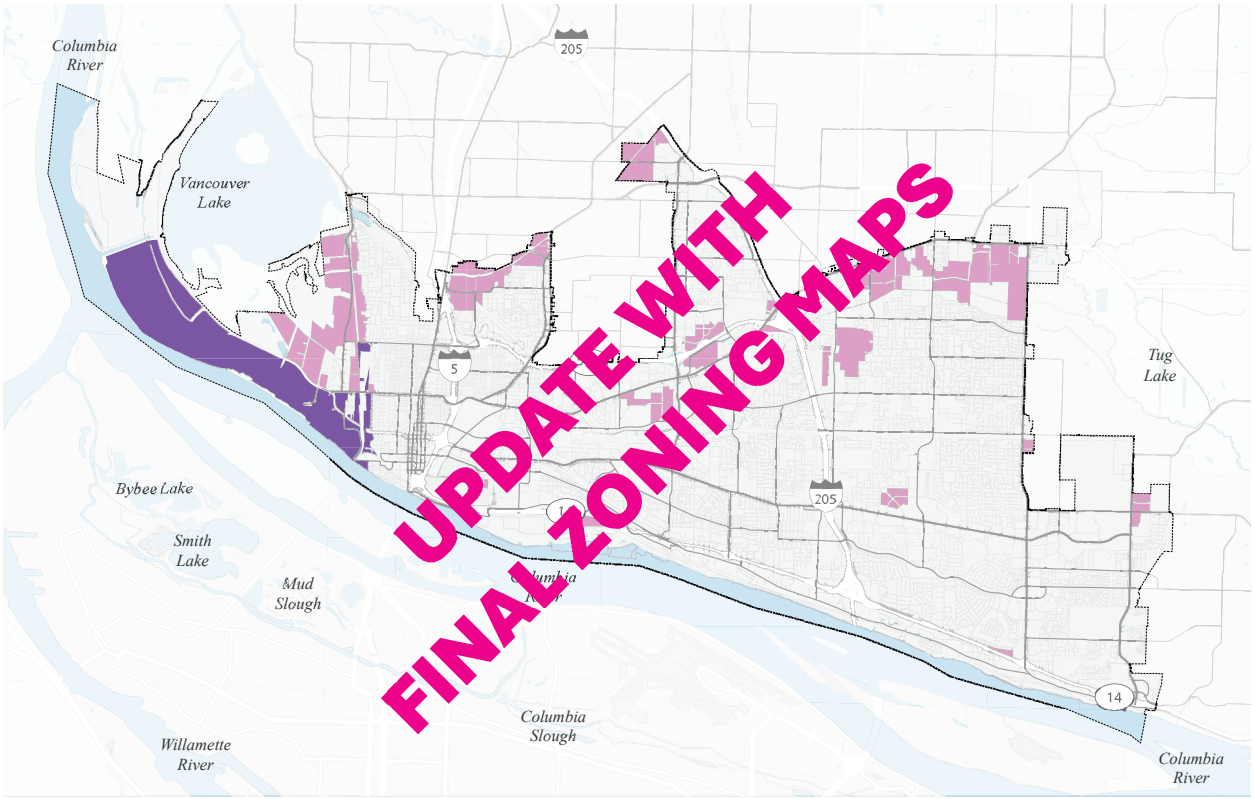
– Ground floor residential units should be a minimum of two (2') feet and maximum of six (6') feet above sidewalk grade, on average per facade.
– Maximum of six (6") inches above the sidewalk grade, on average per facade, for any non-residential uses.

[AC] Shared Outdoor Space Requirements.

– Not applicable.

TO BE FINALIZED WITH DIRECTION ON THE OVERLAY

130 INDUSTRIAL / DISTRIBUTION



Map of Allowable Zoning district

1. DEFINITION AND APPLICABILITY.

An Industrial / Distribution Building (IDB) is a large standalone building, typical of business parks or commercial corridors, often featuring setbacks and green space. The entrance is strategically located based on local circulation patterns, typically near or visible from the main street for ease of access. Vehicular access and loading areas should be positioned along secondary streets or at the rear of the lot to accommodate large trucks and deliveries, ensuring smooth operations for industrial and manufacturing uses while maintaining an attractive frontage.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

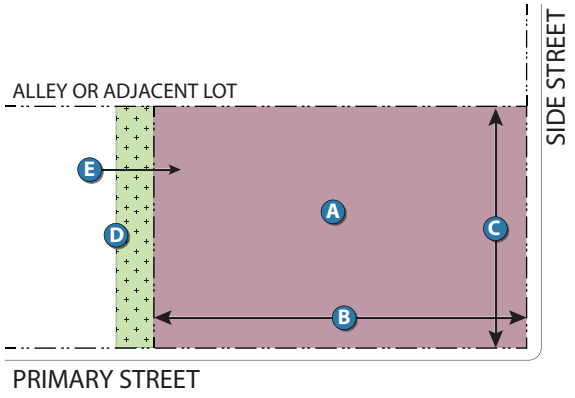
Low-Scale Neighborhood District (LS)	**No**
Medium-Scale Neighborhood District (MS)	**No**
Mixed-Use Neighborhood District (MX)	**No**
Regional Activity Center District (RA)	**No**
Institutional / Campus District (IC)	**No**
Industrial / Employment District (IE)	**Yes**
Heavy Industrial District (HI)	**Yes**
Manufactured Home District (MH)	**No**
Parks / Open Space District (PO)	**No**
Natural Areas District (NA)	**No**

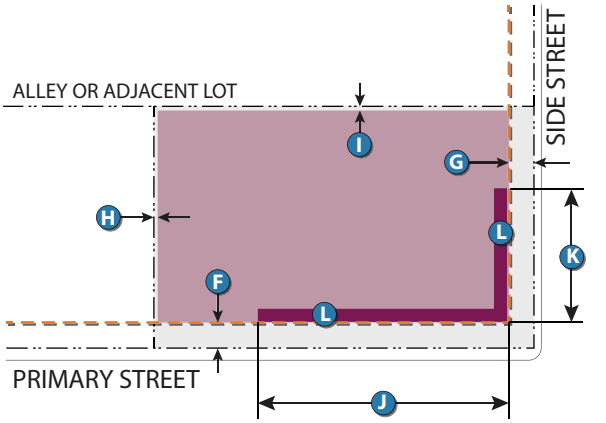
Table of Allowable Zoning district

Character Image

130 IDB

130 INDUSTRIAL / DISTRIBUTION





2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.
- Minimum: Not applicable.
- Maximum: Not applicable.

[B] Maximum Lot Width.
- Not applicable.

[C] Maximum Lot Depth.
- Not applicable.

[D] Minimum Open Space Area.
- Not applicable.

[E] Maximum Impervious Area.
- Not applicable.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).
- Maximum of thirty (30') feet from the lot line.

[G] Side Build-to-Line (Side Street).
- Maximum of thirty (30') feet from the lot line.

[H] Side Setback Line (Adjacent Lot).
- Minimum of five (5') feet from the lot line.

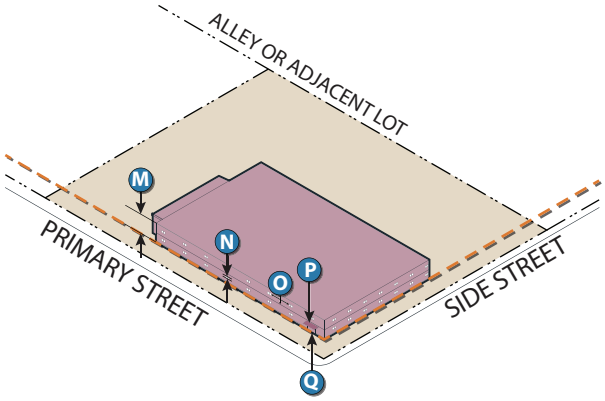
[I] Rear Setback Line (Adjacent Lot or Alley).
- Minimum of five (5') feet from the lot line.

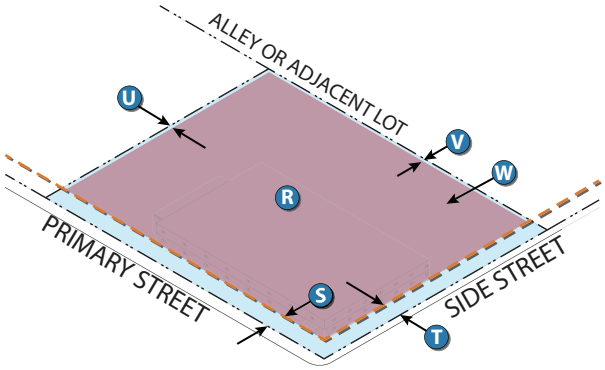
[J] Front Build-Out (Primary Street).
- Minimum of sixty (60%) percent of the front build-to-line.

[K] Side Build-Out (Side Street).
- Minimum of thirty (30%) percent of the side build-to-line.

[L] Maximum Facade Length.
- Not applicable.

130 IDB





4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of twenty (20%) percent transparent windows or doors.
- Side Street. Minimum of twenty (20%) percent transparent windows or doors.

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than fifty (50') feet.

[P] Weather Protection.

- Required at all primary and side street entrances.
- Minimum of twenty (20%) percent linear coverage on primary streets.
- Minimum vertical clearance of ten (10') feet.
- Maximum vertical clearance of twenty (20') feet.
- Minimum overhang of six (6') feet.

[Q] Entrances and Access Points.

- Not applicable.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- Minimum of twenty (20') feet from the lot line.

[T] Side Setback (Side Street).

- Minimum of twenty (20') feet from the lot line.

[U] Side Setback (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[W] Access Points.

- Parking shall be accessed by way of a side street or an alley abutting the lot. If neither are present, parking may be accessed by way of a primary street. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OTHER REQUIREMENTS.

There are no other requirements for this building type.

7. OVERLAY REQUIREMENTS.

The following additional requirements are only applicable to lots located within an overlay district per **Chapter 20.500 Title Here** of this code.

[X] Allowable Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	*Allowable*
Awnings	**Yes**
Balconies	**No**
Bay Windows	**No**
Cafe	**No**
Common Yard	**N**
Courtyard	**No**
Gallery	**No**
Light Court	**No**
Porch	**No**
Stoop	**No**
Shopfront	**Yes**

TO BE FINALIZED WITH DIRECTION ON THE OVERLAY

[Y] Use Mixing Requirement

– Not applicable.

[Z] Ground Floor Height.

– Not applicable.

[AA] Facade Modulation Requirements.

– Not applicable.

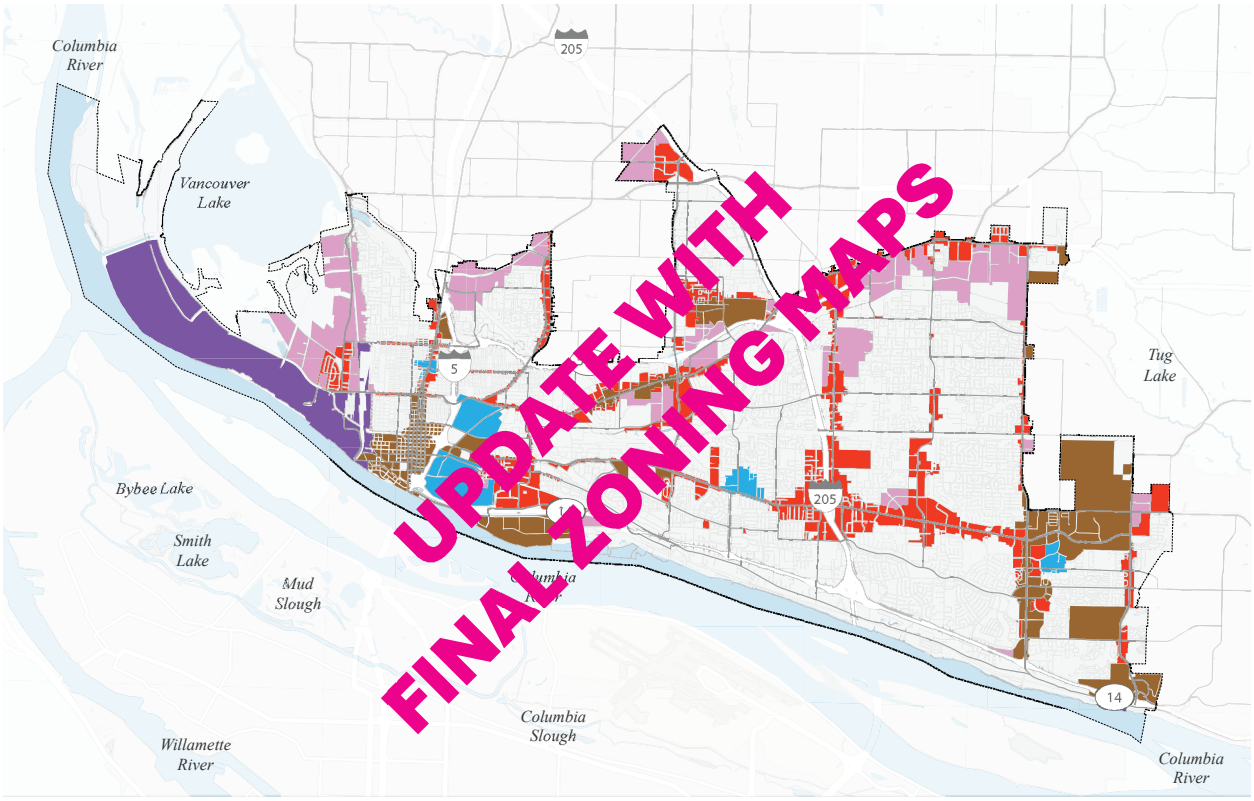
[AB] Finished Ground Floor Level.

– Maximum of six (6") inches above the sidewalk grade, on average per facade, for any non-residential uses.

[AC] Shared Outdoor Space Requirements.

– Not applicable.

140 STRUCTURED PARKING GARAGE



Map of Allowable Zoning district

1. DEFINITION AND APPLICABILITY.

A Structured Parking Garage Building (SPG) is a neighborhood scale or larger parking garage serving multiple uses or buildings within a city or commercial corridor. These structures can be underground or above ground, and where possible, should incorporate active commercial spaces at the ground level. Design elements should enhance visual interest at the pedestrian scale and mitigate the visual impact of the parking levels above, creating a more attractive and engaging streetscape.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

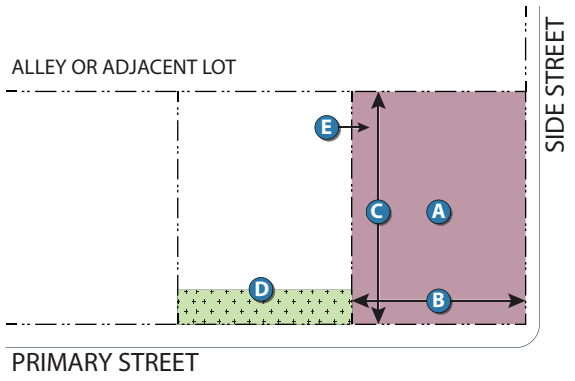
Low-Scale Neighborhood District (LS)	**No**
Medium-Scale Neighborhood District (MS)	**No**
Mixed-Use Neighborhood District (MX)	**Yes**
Regional Activity Center District (RA)	**Yes**
Institutional / Campus District (IC)	**Yes**
Industrial / Employment District (IE)	**Yes**
Heavy Industrial District (HI)	**Yes**
Manufactured Home District (MH)	**No**
Parks / Open Space District (PO)	**No**
Natural Areas District (NA)	**No**

Table of Allowable Zoning district

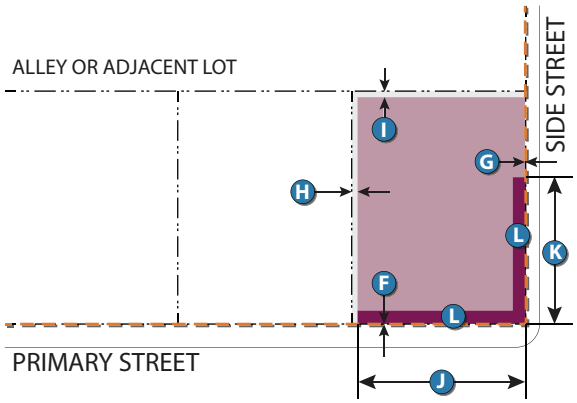
Character Image

140 SPB

140 STRUCTURED PARKING GARAGE



PROPERTY LINE
LOT AREA
OPEN SPACE



PROPERTY LINE
FACADE LINE
BUILD-TO-LINE
BUILDING AREA

2.LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.
- Minimum: Not applicable.
- Maximum: Not applicable.

[B] Maximum Lot Width.
- Not applicable.

[C] Maximum Lot Depth.
- Not applicable.

[D] Minimum Open Space Area.
- Not applicable.

[E] Maximum Impervious Area.
- Not applicable.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).
- Zero (0') lot line.

[G] Side Build-to-Line (Side Street).
- Zero (0') lot line.

[H] Side Setback Line (Adjacent Lot).
- Minimum of five (5') feet from the lot line.

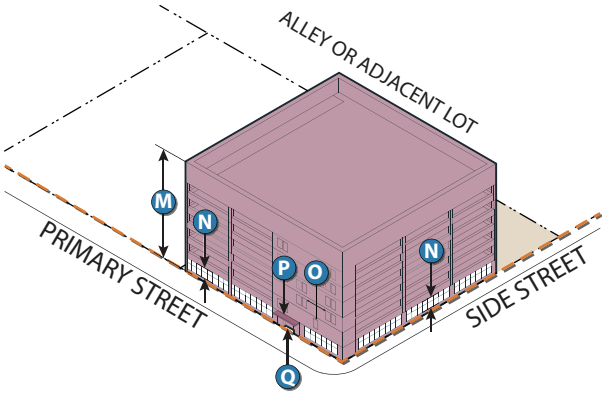
[I] Rear Setback Line (Adjacent Lot or Alley).
- Minimum of five (5') feet from the lot line.

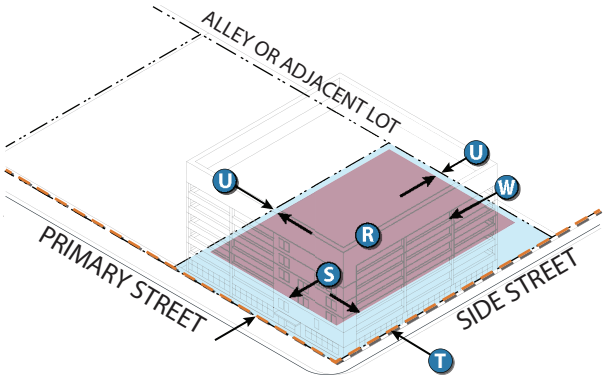
[J] Front Build-Out (Primary Street).
- Minimum of ninety (90%) percent of the front build-to-line.

[K] Side Build-Out (Side Street).
- Minimum of fifty (50%) percent of the side build-to-line.

[L] Maximum Facade Length.
- Not applicable.

140 SPB





4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of twenty (20%) percent transparent windows or doors.
- Side Street. Minimum of twenty (20%) percent transparent windows or doors.
- May exclude those portions of the facades devoted to driveway entrances and exits, stairwells, elevators and centralized payment booths from the calculation.

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than fifteen (15') feet.

[P] Weather Protection.

- Required at all primary and side street entrances.
- Minimum of forty (40%) percent linear coverage on primary streets.
- Minimum vertical clearance of ten (10') feet.
- Maximum vertical clearance of twenty (20') feet.
- Minimum overhang of six (6') feet.

[Q] Entrances and Access Points.

- A shared pedestrian entrance must be located facing a primary street. Additional pedestrian entrances may be located facing side streets. If no primary street is present, the pedestrian entrance must face the side street.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- Minimum of twenty (20') feet from the lot line on the ground floors; and no minimum on upper floors.

[T] Side Setback (Side Street).

- Minimum of twenty (20') feet from the lot line on the ground floors; and no minimum on upper floors.

[U] Side Setback (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[W] Access Points.

- Parking shall be accessed by way of a side street or an alley abutting the lot. If neither are present, parking may be accessed by way of a primary street. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OTHER REQUIREMENTS.

[X] Entrance/Exit Design.

– Adequate vision clearance shall be provided so that motorists leaving a parking structure have a clear view of the sidewalk on either side of the exit, and so that approaching pedestrians have a clear view of any approaching vehicle. Parking structure entrances and exits shall be designed to achieve travel speeds not to exceed five (5) miles per hour, and shall require a vehicle stop directly prior to crossing the street sidewalk. Entrance and exit areas shall be designed so that vehicles approaching or leaving the parking structure can queue to enter/exit the traffic stream without blocking the sidewalk.

[Y] Parking Structure Internal Design and Pedestrian Circulation.

– Parking structure internal circulation design shall include provisions for the safe and convenient circulation of pedestrians. Design speed shall not exceed 10 miles per hour, and traffic control measures shall be provided at any location where vehicle circulation crosses a pedestrian walk way. (Ord. M-3643, 2004)

[Z] Parking Structure Internal Design and Pedestrian Circulation.

– Required windows shall have a sill not more than four (4') feet above grade. Where the interior floor level prohibits such placement, the sill may be raised to allow it to be no more than two (2') feet above finished floor wall up to a maximum sill height of six (6') feet above grade. These openings shall be glazed or treated.

7. OVERLAY REQUIREMENTS.

The following additional requirements are only applicable to lots located within an overlay district per **Chapter 20.500 Title Here** of this code.

[AA] Allowable Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	*Allowable*
Awnings	**Yes**
Balconies	**No**
Bay Windows	**No**
Cafe	**Yes**
Common Yard	**No**
Courtyard	**No**
Gallery	**No**
Light Court	**No**
Porch	**No**
Stoop	**No**
Storefront	**Yes**

[AB] Use Mixing Requirements.

– Not applicable.

[AC] Ground Floor Height.

– Not applicable.

[AD] Facade Modulation Requirements.

– Not applicable.

[AE] Finished Ground Floor Level.

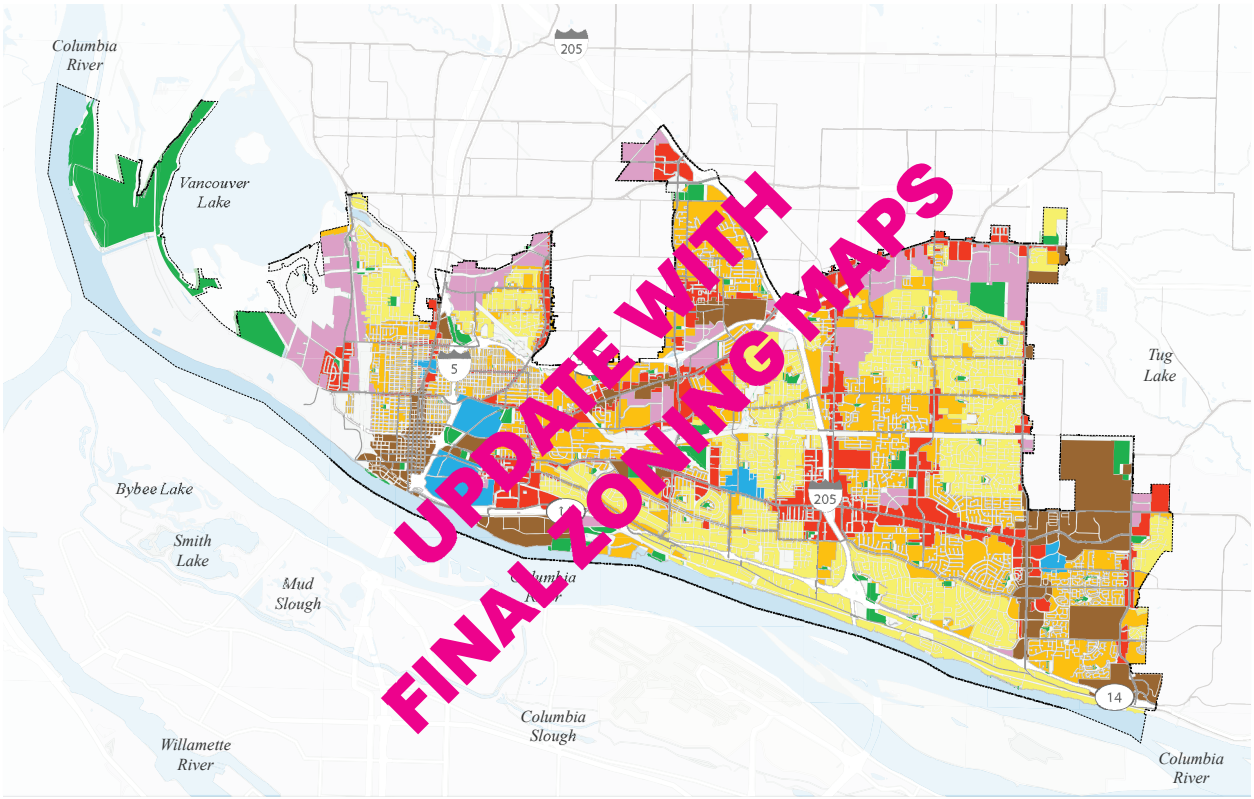
– Maximum of six (6") inches above the sidewalk grade, on average per facade, for any non-residential uses.

[AF] Shared Outdoor Space Requirements.

– Not applicable.

TO BE FINALIZED WITH DIRECTION ON THE OVERLAY

150 CIVIC / INSTITUTIONAL



Map of Allowable Zoning district

1. DEFINITION AND APPLICABILITY.

A Civic / Institutional Building (CIB) is a standalone building designed to accommodate various uses such as arts, culture, education, recreation, transportation, government, and public assembly. These buildings can have multiple floors with flexible design requirements to suit diverse functions. The main entrance should be easily accessible from the primary street, with parking located at the rear. Outdoor spaces, such as courtyards, plazas, or parks, are typically provided either in front of the building or within an accessible courtyard, enhancing public engagement and gathering opportunities.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

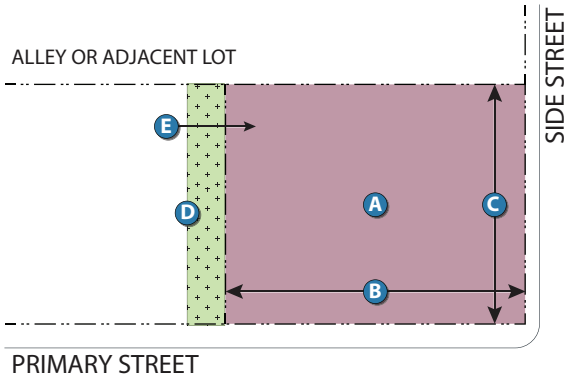
Low-Scale Neighborhood District (LS)	**Yes**
Medium-Scale Neighborhood District (MS)	**Yes**
Mixed-Use Neighborhood District (MX)	**Yes**
Regional Activity Center District (RA)	**Yes**
Institutional / Campus District (IC)	**Yes**
Industrial / Employment District (IE)	**Yes**
Heavy Industrial District (HI)	**No**
Manufactured Home District (MH)	**No**
Parks / Open Space District (PO)	**Yes**
Natural Areas District (NA)	**No**

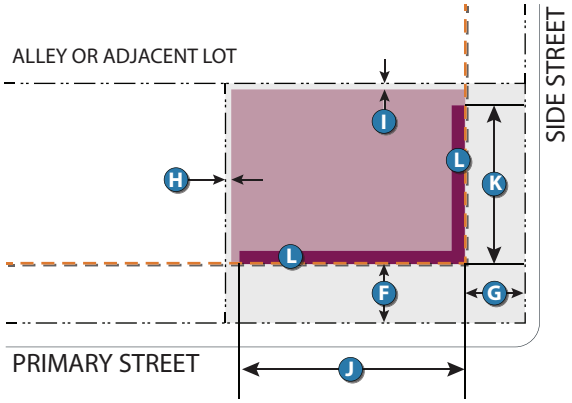
Table of Allowable Zoning district

Character Image

150 CIB

150 CIVIC / INSTITUTIONAL





2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.
- Minimum: Not applicable.
- Maximum: Not applicable.

[B] Maximum Lot Width.
- Not applicable.

[C] Maximum Lot Depth.
- Not applicable.

[D] Minimum Open Space Area.
- Not applicable.

[E] Maximum Impervious Area.
- Not applicable.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).
- Maximum of fifty (50') feet from the lot line.

[G] Side Build-to-Line (Side Street).
- Maximum of fifty (50') feet from the lot line.

[H] Side Setback Line (Adjacent Lot).
- Minimum of five (5') feet from the lot line.

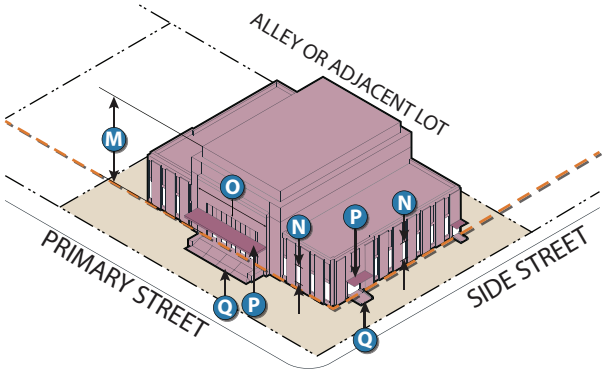
[I] Rear Setback Line (Adjacent Lot or Alley).
- Minimum of five (5') feet from the lot line.

[J] Front Build-Out (Primary Street).
- Minimum of fifty (50%) percent of the front build-to-line.

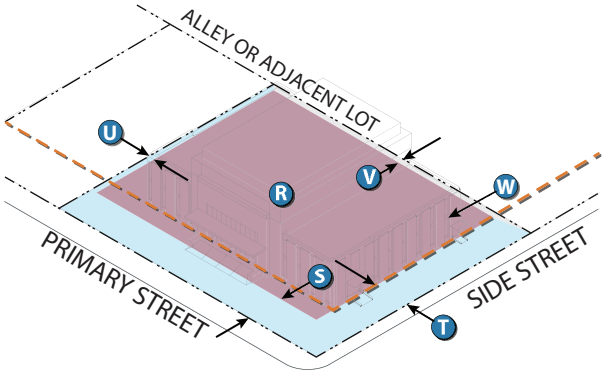
[K] Side Build-Out (Side Street).
- Minimum of fifty (50%) percent of the front build-to-line.

[L] Maximum Facade Length.
- Not applicable.

150 CIB



PROPERTY LINE
BUILD-TO-LINE
LOT AREA
BUILDING MASS



PROPERTY LINE
BUILD-TO-LINE
SETBACK AREA
PARKING AREA

4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of forty (40%) percent transparent windows or doors.
- Side Street. Minimum of forty (40%) percent transparent windows or doors

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than thirty (30') feet.

[P] Weather Protection.

- Required at all primary and side street entrances.
- Minimum of forty (40%) percent linear coverage on primary streets.
- Minimum vertical clearance of ten (10') feet.
- Maximum vertical clearance of twenty (20') feet.
- Minimum overhang of six (6') feet.

[Q] Entrances and Access Points.

- Not applicable.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- Minimum of twenty (20') feet from the lot line.

[T] Side Setback (Side Street).

- Minimum of twenty (20') feet from the lot line.

[U] Side Setback (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[W] Access Points.

- Parking shall be accessed by way of a side street or an alley abutting the lot. If neither are present, parking may be accessed by way of a primary street. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OTHER REQUIREMENTS.

There are no other requirements for this building type.

7. OVERLAY REQUIREMENTS.

The following additional requirements are only applicable to lots located within an overlay district per **Chapter 20.500 Title Here** of this code.

[X] Allowable Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	*Allowable*
Awnings	**Yes**
Balconies	**No**
Bay Windows	**No**
Cafe	**Yes**
Common Yard	**N**
Courtyard	**No**
Gallery	**No**
Light Court	**No**
Porch	**No**
Stoop	**No**
Shopfront	**Yes**

TO BE FINALIZED WITH DIRECTION ON THE OVERLAY

[Y] Use Mixing Requirement

– Not applicable.

[Z] Ground Floor Height.

– Minimum of fifteen (15') feet (floor to floor).
– Not applicable to parking on ground floor.

[AA] Facade Modulation Requirements.

– Not applicable.

[AB] Finished Ground Floor Level.

– Maximum of six (6") inches above the sidewalk grade, on average per facade, with any non-residential uses.

[AC] Shared Outdoor Space Requirements.

– Not applicable.

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CHAPTER 20.430

Use Requirements

20.430.001 PURPOSE.

The purpose of this chapter is to introduce nine (9) primary use types regulated by the zoning district. Each primary use on a lot is classified as permitted, conditional, or prohibited, as outlined in the Primary Use Tables, and may be subject to specific standards. This chapter also outlines accessory and temporary uses, which may either support a primary use or exist independently on a lot, depending on the specific type of use.

20.430.002 APPLICABILITY.

This chapter shall be applicable to all permit applications on any lot or lots. Primary uses included in this chapter are subject to **Chapter 20.270 VMC Site Plan Review**, as applicable per standards or submittal requirements.

20.430.003 ESTABLISHMENT OF USE REQUIREMENTS.

This chapter includes the following Use requirements:

- 20.430.100 Primary Use Types and Standards.
- 20.430.200 Accessory Use Types and Standards.
- 20.430.300 Accessory Structures.
- 20.430.400 Temporary Use Types and Standards.

20.430.100 PRIMARY USE TYPES AND STANDARDS.

The primary use is defined as the principal or main activity conducted on a lot, which is the primary purpose for which the property is used. A primary use must comply with all applicable use permissions, standards, and zoning district requirements. All other uses on the lot, such as accessory or temporary uses, must be subordinate and clearly incidental to the designated primary use. The primary use types include the following:

20.430.101 Active Retail Uses (ACR).

20.430.102 Civic / Institutional Uses (CIN).

20.430.103 Industrial Uses (IND).

20.430.104 Infrastructure Uses (INF).

20.430.105 Office Uses (OFF).

20.430.106 Open Space Uses (OPN).

20.430.107 Passive Retail Uses (PAR).

20.430.108 Residential Uses (RES).

101 ACTIVE RETAIL

Definition.

Active retail uses include facilities and spaces dedicated to the sale of goods, merchandise, or services directly to consumers. These uses are typically located on ground floors in pedestrian-oriented areas and are designed to generate foot traffic and contribute to the economic vitality and vibrancy of the streetscape. Active retail Uses are permitted, conditional, and prohibited as follows:

	LS	MS	MX	RA	IC	IE	HI	MH	PO	NA	*Standards*	*Additional Approvals, Policies, or Submittals*
Active retail uses.												
1. Artisan and specialty goods production	●	●	●	●	●	●					✓	**N/A**
2. Eating and drinking establishments	●	●	●	●	●	●	●				✓	**N/A**
3. Personal Services	●	●	●	●	●	●					**N/A**	**N/A**
4. Sales-oriented	●	●	●	●	●	●					✓	✓

● Permitted Use ◐ Conditional Use ○ Prohibited Use

101 ACR

102 CIVIC / INSTITUTIONAL

Definition.

Civic / institutional uses include governmental, medical, educational, cultural, or religious functions. These uses are typically accessible to the public and contribute to the social and cultural infrastructure of the community. Civic / institutional uses are permitted, conditional, and prohibited as follows:

	LS	MS	MX	RA	IC	IE	HI	MH	PO	NA	*Standards*	*Additional Approvals, Policies, or Submittals*
Civic / institutional uses.												
1. Ambulance services			◐	●	●	●					**N/A**	**N/A**
2. Community centers	◐	◐	●	●	●	●			●		**N/A**	**N/A**
3. Cultural centers	●	●	●	●	●	●			●		**N/A**	**N/A**
4. Colleges	●	●	●	●	●	◐	◐				✓	**N/A**
5. Community recreation	●	●	●	●	●	●			●		✓	**N/A**
6. Day care (child care centers and institutional adult day care)	●	●	●	●	●	●					✓	**N/A**
7. Detention and post-detention facilities				◐	●	●	◐				**N/A**	**N/A**
8. Emergency services (except ambulance)	●	●	●	●	●	●					✓	**N/A**
9. Medical centers	◐	◐	●	●	●	●					**N/A**	**N/A**
10. Religious institutions	●	●	●	●	●	●					✓	✓
11. Schools (public and private)	●	●	●	●	●	●					✓	✓
12. Social / fraternal and clubs / lodges	●	●	●	●	●	●					**N/A**	**N/A**

● Permitted Use ◐ Conditional Use ○ Prohibited Use

102 CIN

103 INDUSTRIAL

Definition.

Industrial uses include production, manufacturing, processing, warehousing, distribution, or repair of goods, as well as related research and development. These uses are typically characterized by operations that may generate higher levels of noise, emissions, truck traffic, or other external impacts. Industrial uses are permitted, conditional, and prohibited as follows:

	LS	MS	MX	RA	IC	IE	HI	MH	PO	NA	*Standards*	*Additional Approvals, Policies, or Submittals*
Industrial uses.												
1. Bulk fossil fuel storage and handling facility							◐				✓	✓
2. Cleaner fuels storage and handling facility							◐				✓	✓
3. Energy plants			◐	◐	◐	◐	●				✓	**N/A**
4. Industrial services					●	●	●				✓	**N/A**
5. Manufacturing and production			●	●	●	●	●				✓	✓
6. Organic materials management facilities	◐	◐	●	●	●	●	●				**N/A**	**N/A**
7. Recycling facilities							◐				**N/A**	**N/A**
8. Research and development			●	●	●	●	●				✓	✓
9. Small fossil fuel or cleaner fuel storage and distribution facilities							●				✓	✓
10. Solid Waste Handling Facilities							●				✓	✓
11. Truck stops						●	●					**N/A**
12. Warehouse / freight movement						●	●				✓	**N/A**
13. Wholesale sales					●	●					✓	**N/A**

● Permitted Use ◐ Conditional Use ○ Prohibited Use

103 IND

104 INFRASTRUCTURE

Definition.

Infrastructure uses include facilities and spaces essential for the movement of people and goods, as well as the delivery of critical services across the city. This includes transportation networks, utility systems, rail infrastructure, and communication facilities, all of which support urban functionality, connectivity, and growth. Infrastructure uses are permitted, conditional, and prohibited as follows:

	LS	MS	MX	RA	IC	IE	HI	MH	PO	NA	*Standards*	*Additional Approvals, Policies, or Submittals*
Infrastructure uses.												
1. Airports / airparks						●	●				✓	✓
2. Basic utilities	●	●	●	●	●	●			●	◐	**N/A**	✓
3. Data centers											**N/A**	**N/A**
4. Heliports			◐	◐	◐	◐					**N/A**	**N/A**
5. Major utility facilities			◐	◐	◐	◐	◐		●	◐	**N/A**	✓
6. Park and ride facilities	◐	◐	◐	◐	●	●					✓	✓
7. Rail lines / utility corridors	●	●			●	●	●		◐	◐	✓	**N/A**
8. Railroad yards							●				**N/A**	**N/A**
9. Structured parking facilities (i.e., parking garages)		●	●	●	●	●	●				✓	**N/A**
10. Surface parking facilities (i.e., parking lots)		◐	◐	◐	◐	◐	◐		◐		**N/A**	
11. Transportation facilities	◐	◐	◐	●	●	●			◐		**N/A**	✓
12. Water-related or water-enjoyment (as defined by VMC 20.760 Shoreline Management)			◐	◐	◐				◐		✓	**N/A**
13. Wireless communication facilities			●	●	●	●	●				✓	✓

● Permitted Use ◐ Conditional Use ○ Prohibited Use

104 INF

105 OFFICE

Definition.

Office uses include spaces used for professional, administrative, business, or clerical activities, typically conducted indoors with minimal environmental or external impacts on surrounding areas. Office uses are permitted, conditional, and prohibited as follows:

	LS	MS	MX	RA	IC	IE	HI	MH	PO	NA	*Standards*	*Additional Approvals, Policies, or Submittals*
Office uses.												
1. Extended office	●	●	●	●	●	●	●				**N/A**	**N/A**
2. General office	●	●	●	●	●	●	●				✓	**N/A**
3. Medical office	●	●	●	●	●	●	●				**N/A**	**N/A**

● Permitted Use ◐ Conditional Use ○ Prohibited Use

105 OFF

106 OPEN SPACE

Definition.

Open space uses include parks and land preserved or developed for outdoor activities, ecological function, or community interaction. These spaces are regulated by their form, design elements, and relationship to surrounding structures, rather than specific activities alone. Open space uses are permitted, conditional, and prohibited as follows:

	LS	MS	MX	RA	IC	IE	HI	MH	PO	NA	*Standards*	*Additional Approvals, Policies, or Submittals*
Open space uses.												
1. Agriculture / horticulture / silviculture	●	●	●	●	●	●	●		●	●	✓	**N/A**
2. Cemeteries	●	●	●	●	●	●	●				✓	**N/A**
3. Environmental Management and Education									●	●	**N/A**	**N/A**
4. Fish hatcheries										◐	**N/A**	**N/A**
5. Motorized recreational activities							●				✓	**N/A**
6. Parks or Natural Area (urban)	●	●	●	●	●	●	●		●	●	**N/A**	**N/A**
7. Parks or Natural Area (regional)	●	●	●	●	●	●	●		●	●	**N/A**	**N/A**
8. Trails									●	●	**N/A**	**N/A**

● Permitted Use ◐ Conditional Use ○ Prohibited Use

106 OPN

107 PASSIVE RETAIL

Definition.

Passive retail uses include spaces that complement active retail uses. Secondary retail is not intended to act as the primary drivers of foot traffic or economic activity in an area. These uses often provide support or specialized goods and services that enhance the overall retail environment. Passive retail uses are permitted, conditional, and prohibited as follows:

	LS	MS	MX	RA	IC	IE	HI	MH	PO	NA	*Standards*	*Additional Approvals, Policies, or Submittals*
Passive retail uses.												
1. Animal kennel / shelters			◐	◐	◐	●	●				✓	**N/A**
2. Adult entertainment					◐	◐	◐				✓	
3. Auto salvage / repair						●	●				**N/A**	**N/A**
4. Bulk sales					●	●	●				**N/A**	**N/A**
5. Commercial and transient lodging (i.e., hotels, etc.)	◐	◐	●	●	●	●					✓	✓
6. Dog day care	◐	●	●	●	●	●	●				✓	**N/A**
7. Electric vehicle (EV) battery exchange station					●	●	●				**N/A**	**N/A**
8. Electric vehicle (EV) charging station (stand-alone)	●	●	●	●	●	●	●				**N/A**	**N/A**
9. Indoor entertainment			●	●	●	●					✓	✓
10. Major event entertainment				●	●						**N/A**	✓
11. Motor vehicle sales / rental					●	●	●				✓	**N/A**
12. Motor vehicle servicing / repair					●	●	●				✓	**N/A**
13. Outdoor sales					●	●	●				✓	**N/A**
14. Repair-oriented	●	●	●	●	●	●	●				**N/A**	**N/A**
15. Self-service storage			●	●		●					✓	✓
16. Vehicle fuel sales (i.e, gas stations)					●	●	●				✓	**N/A**

● Permitted Use ◐ Conditional Use ○ Prohibited Use

107 PAR

108 RESIDENTIAL

Definition.

Residential uses include facilities and spaces intended for long-term habitation by individuals or households and may include a range of housing types and densities, from single-family homes to multi-family developments intended to support a mix of lifestyles and household needs. Residential uses are permitted, conditional, and prohibited as follows:

	LS	MS	MX	RA	IC	IE	HI	MH	PO	NA	*Standards*	*Additional Approvals, Policies, or Submittals*
Residential uses.												
1. Cottage cluster dwellings	●	●	●								✓	✓
2. Group living	●	●	●	●	●						✓	**N/A**
3. Household living	●	●	●	●	●						✓	**N/A**
4. Manufactured home or home developments (all types)	●	●						●			✓	✓
4. Short-term rentals	●	●	●	●	●						✓	✓
6. Temporary shelter / housing (i.e., safe stays, transitional housing)	●	●	●	●	●						**N/A**	**N/A**

● Permitted Use ◐ Conditional Use ○ Prohibited Use

108 RES

CITY OF Vancouver WASHINGTON

Vancouver's Homelessness Response (2021-Present)

Jamie Spinelli
Homeless Response Manager-City Manager's Office
January 26, 2026

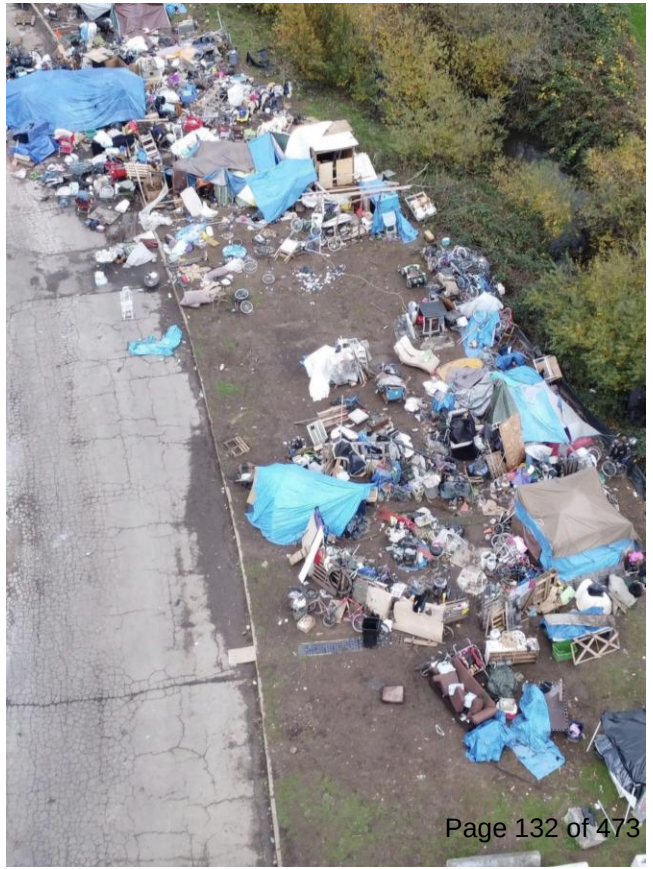
The Broader System

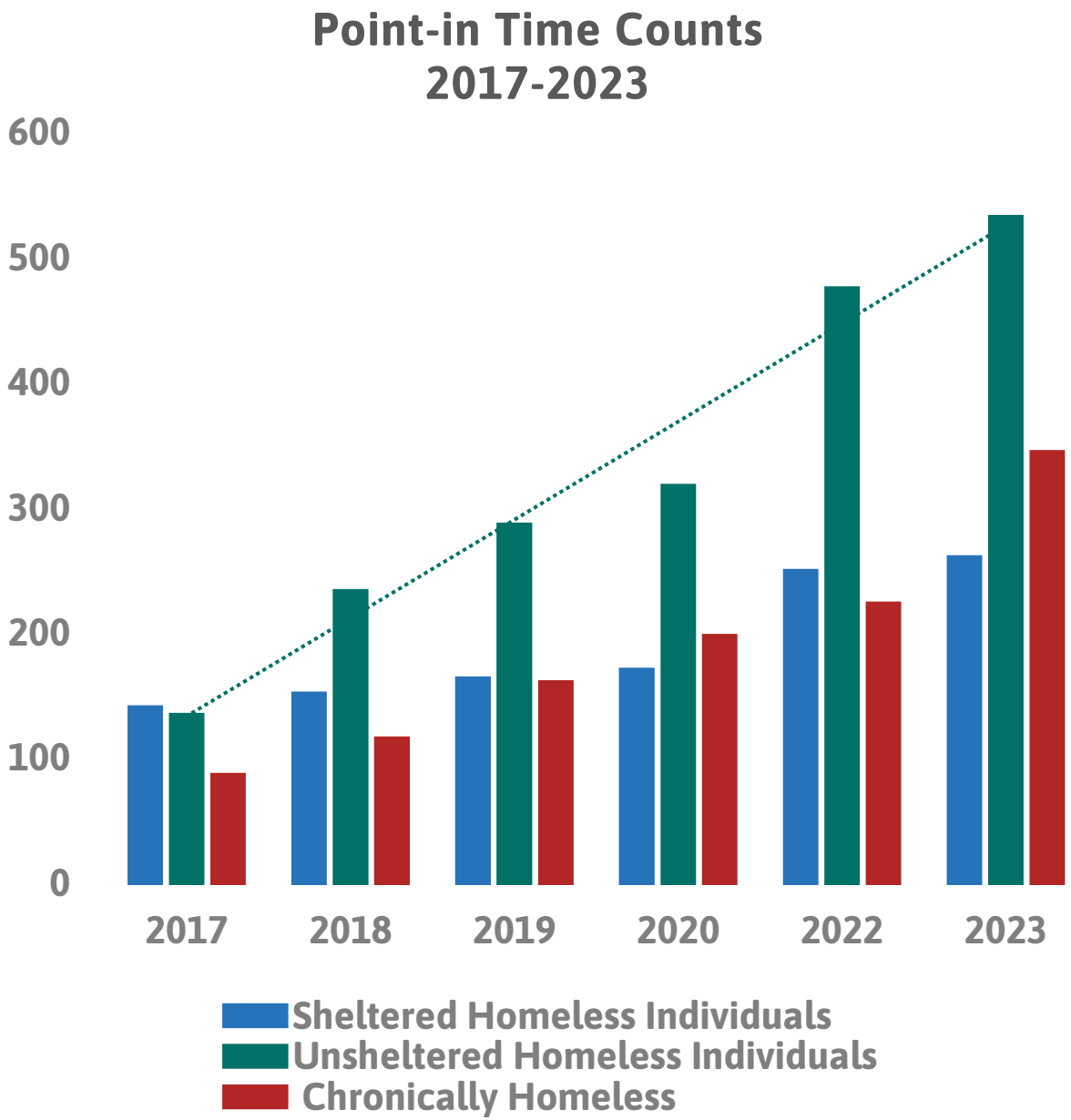
- This work did not start with the City
- Longstanding partners have provided critical services
- **Shared goal:** people safely housed with appropriate supports
- City role is distinct, not duplicative

Why Vancouver's Response Changed

Impacts of unsheltered homelessness

- Community health
- Public safety
- Infrastructure & environment
- Neighborhoods & businesses





Post-COVID Conditions

- Unsheltered homelessness increased
- Emergency service demand increased
- Preventable deaths increased

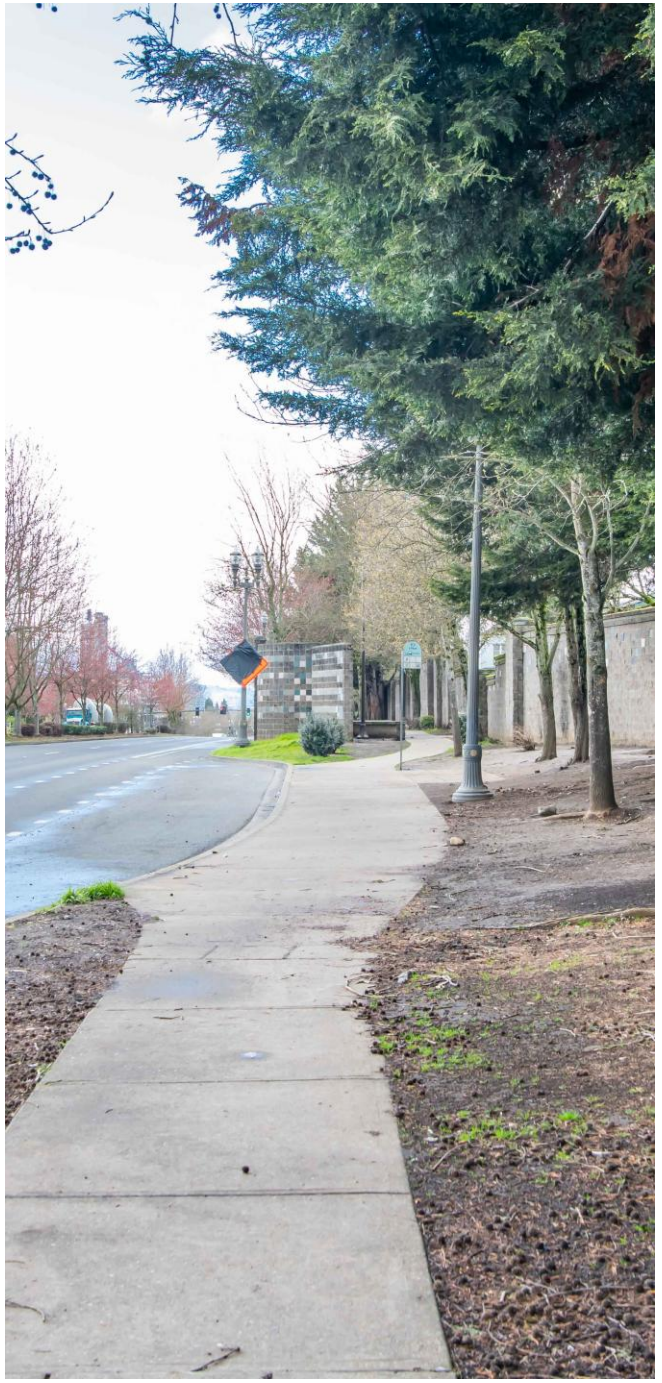
Emergency Declaration

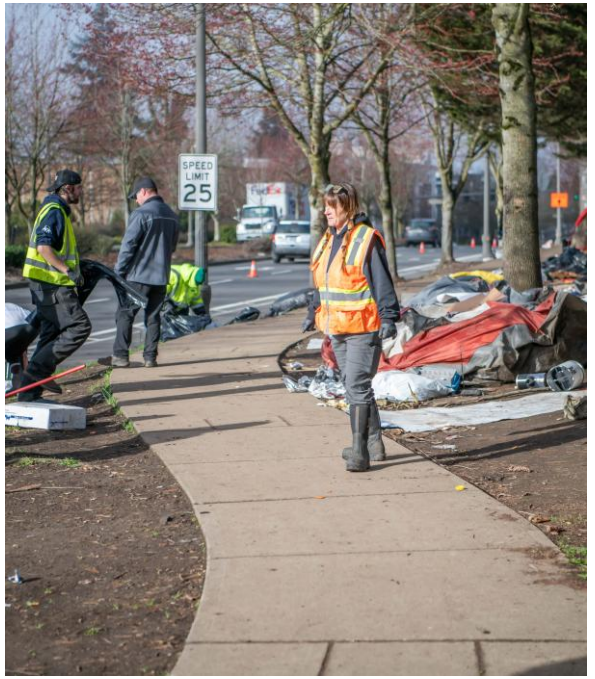
The emergency does:

- Enable faster action and urgency
- Help expand temporary capacity
- Increase coordination and some flexibility

The emergency does not:

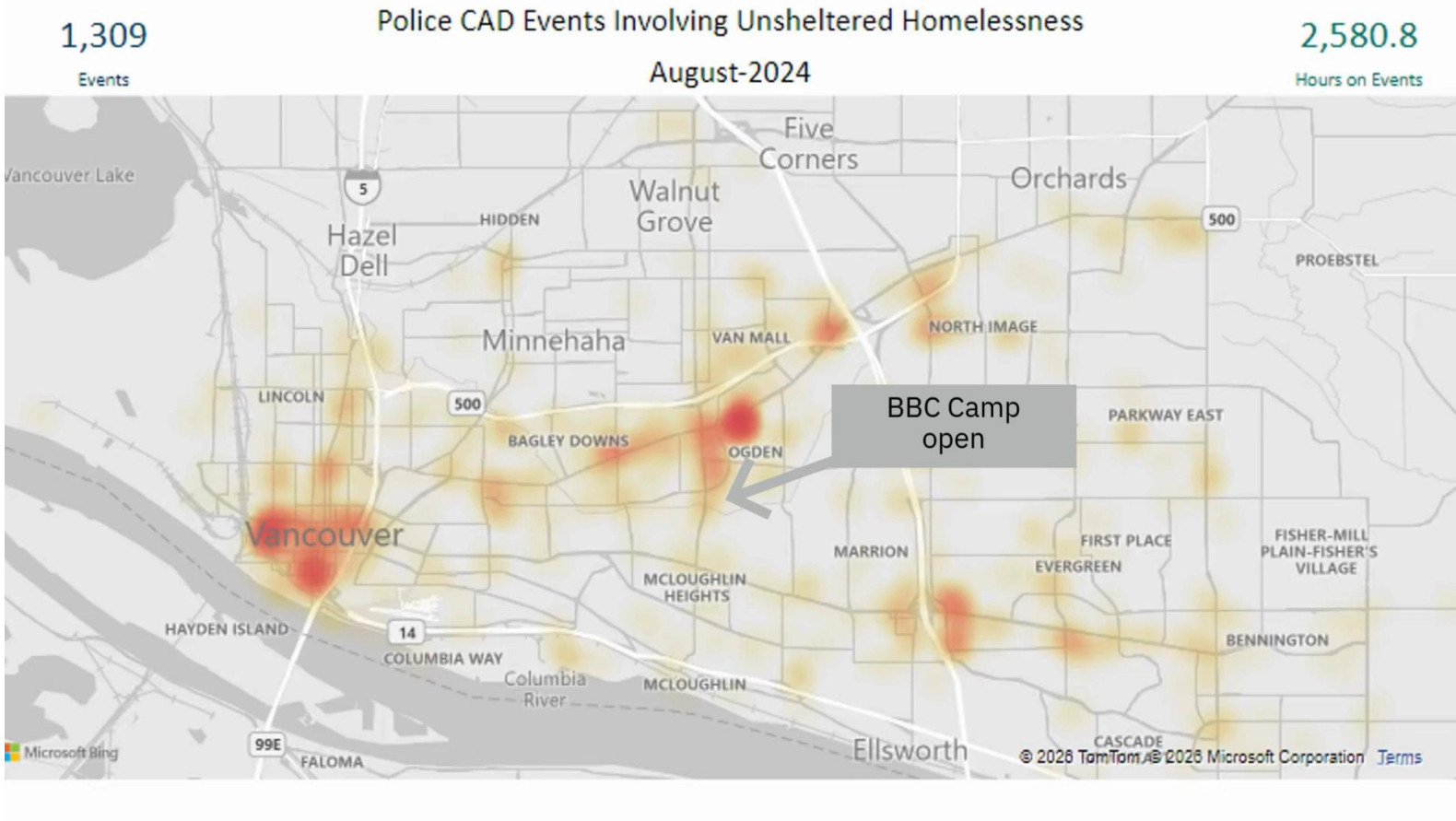
- Solve homelessness
- Replace long-term systems



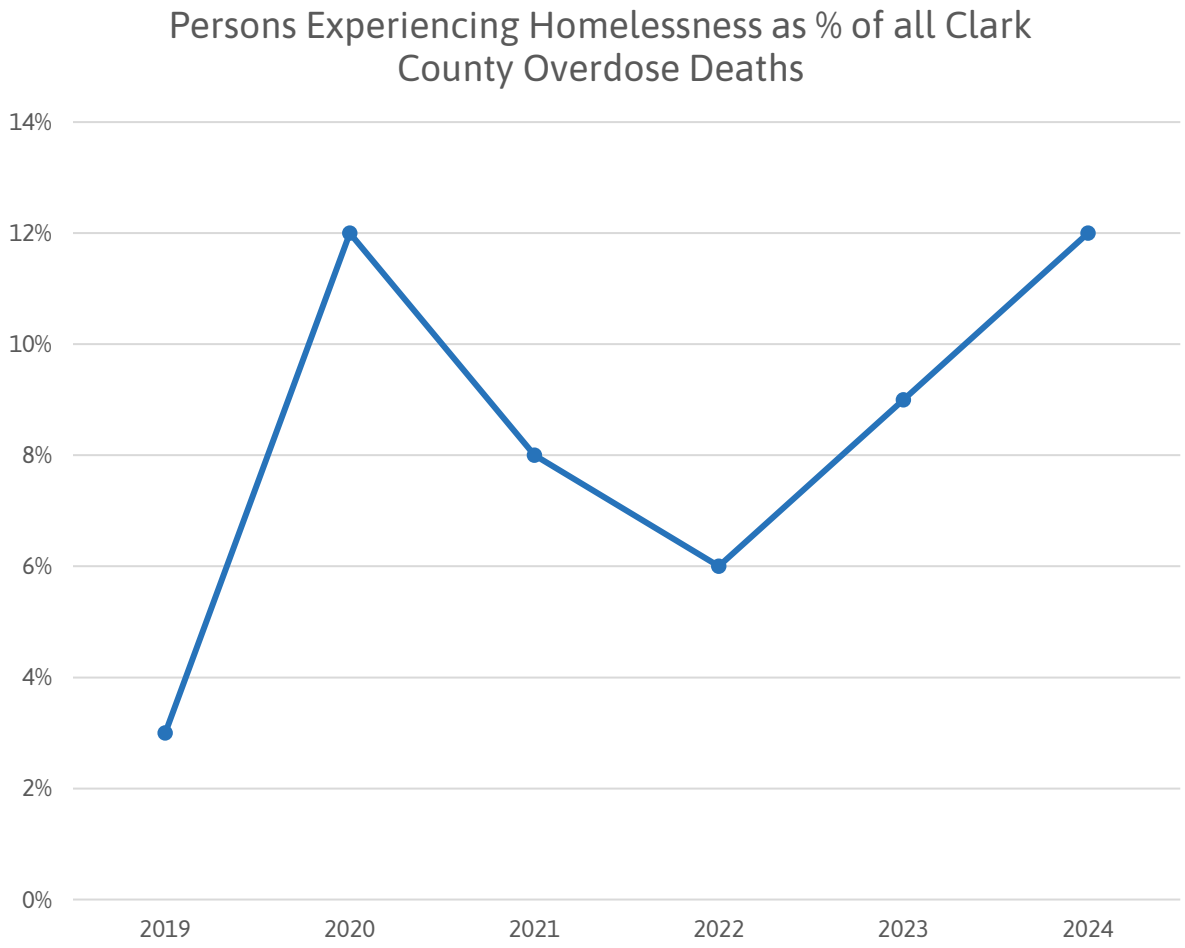


Community Impact Over Time

- Encampments are dynamic, not static
- Impacts shift across the city
- Visibility changes do not necessarily mean growth

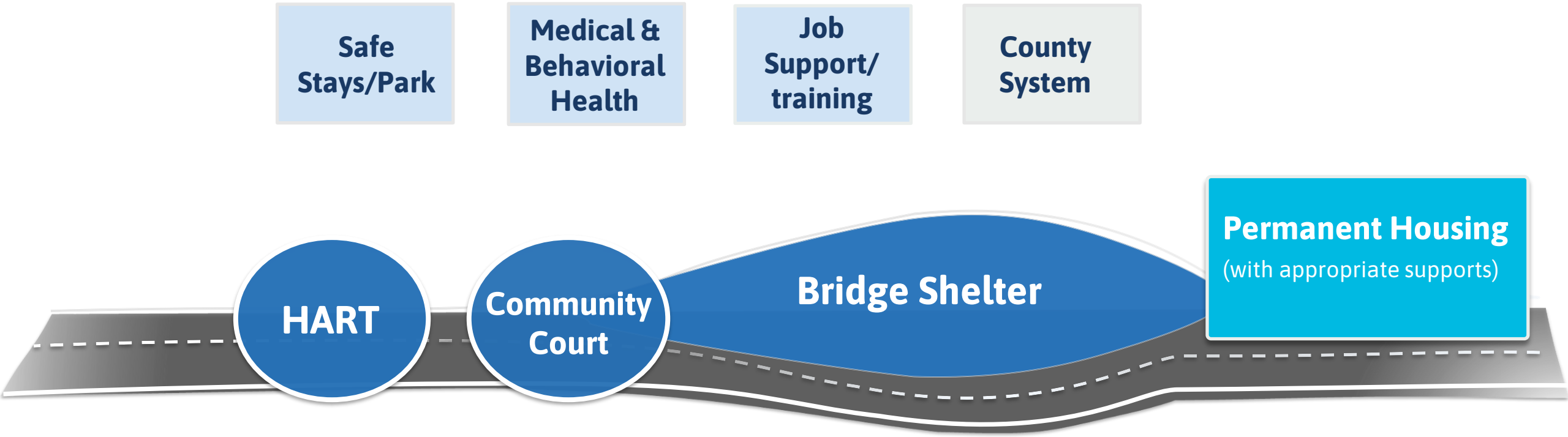


Unmanaged Movement Leads to Harm

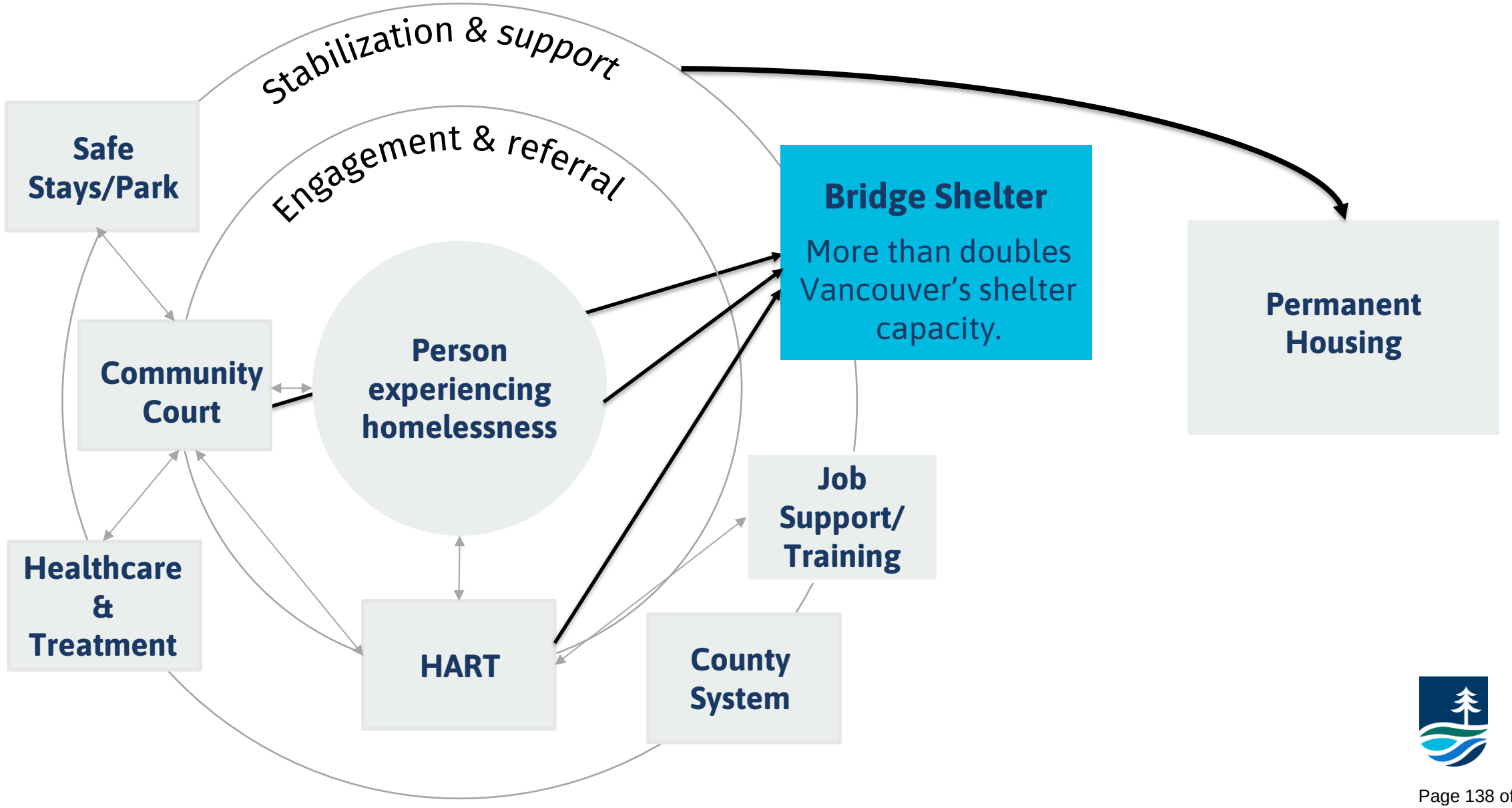


- Displacement without options increases risk and instability
- Impacts spread rather than resolve
- Emergency services are strained

The System We've Built



How the System Works



HART: The Front Door

- Primary engagement with unsheltered individuals in city
- Connection point to all other City options, Coordinated Entry, and other systems
- Coordinates encampment assessments, notices, and cleanups

2024 → 2025 Encampment Response	
352 tons solid waste removed	⬇ 15%
329 unique individuals engaged and cited into Community Court	⬆ 108%
456 individuals found to be unsheltered *(375 surveyed)*	⬇ 6%
2 large encampments decommissioned in 2025	

Stabilization: Safe Stays & Safe Park

Positive exit rate from Safe Stay Communities more than double national average

- Provide safety and stability
- Build community
- Create connections to services and housing

2025 Snapshot

466 served

35% positive exits across sites

Participant Experience

Internship Project: Measuring Success of Safe Stays & Safe Park

- 16 participant interviews
- 2-part definition of “success”
  - Housing outcomes
  - Participant-defined, based on progress and goals
- **88% reported progress toward goals and stability**

Community Court

- Accountability paired with opportunity
- Structured pathway to engagement and services
- Meaningful outcomes for participants

15% of participants who utilized Community Court and Safe Stay obtained housing.

2025: By the Numbers

329 people cited in
To date: 558

85 opted-in
To date: 184

104 graduations
To date: 178

570 hours community service hours completed
To date: 1140.5 hours

4 participants obtained housing
To date: 35

Following People Through the System

For the first time, the City can see the full path for most people we serve.

- At least 163 unsheltered individuals engaged by HART have *never* used City or County shelter
- 44 people cited have *never* engaged with countywide homeless response system
  - 2023: 1
  - 2024: 12
  - 2025: 30

- At least **183 unique individuals** have engaged with *every component* of City system
  - 28 obtained housing
  - 44 used Safe Stay/Safe Park program(s) more than once
    - 7 obtained housing

Looking Forward

What's Next

- Bridge shelter (Fall 2026)
- Continued/expanded coordination
- Improve data collection
- Ongoing adaptation

What's Still Needed

- Enhanced supports in shelter and housing
- Behavioral health service capacity
- Workforce capacity
- Increased affordability and housing supply

City Council Meeting Minutes

Vancouver City Hall | Council Chambers | 415 W. 6th St.
PO Box 1995 | Vancouver, WA 98668-1995
cityofvancouver.us

Anne McEnerny-Ogle, Mayor • Bart Hansen • Ty Stober • Erik Paulsen • Sarah J. Fox • Diana H. Perez • Kim D. Harless

January 5, 2026

Council Dinner / Administrative Updates (6:00 - 6:30 PM)

Regular Council Meeting

6:30 PM
Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

This meeting was conducted as a hybrid meeting with in person and remote viewing and participation over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda items and under the Community Forum were also facilitated in person and via the GoToMeeting conference call.

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: https://www.cvtv.org/video/vancouver-city-council-01-05-26-2026011002/

Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. This meeting was conducted as a hybrid meeting, including both in person and remotely over video conference.

Present: *Councilmember Harless, Councilmember Perez, Councilmember Fox, Councilmember Paulsen, Councilmember Stober, Councilmember Hansen, Mayor McEnerny-Ogle*

Absent: *None*

Councilmembers Stober and Harless joined the meeting remotely.

Approval of Minutes

Minutes - December 1, 2025

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and Yes: 7, No: 0, Abstaining: 0, to approve the December 1, 2025 Meeting Minutes.

Minutes - December 8, 2025

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and Yes: 7, No: 0, Abstaining: 0, to approve the December 8, 2025 Meeting Minutes.

Minutes - December 15, 2025

Motion by Councilmember Paulsen, seconded by Councilmember Hansen, and Yes: 7, No: 0, Abstaining: 0, to approve the December 15, 2025 Meeting Minutes.

Kimberlee Goheen Elbon and Carmen DeLeon were asked to leave the Council meeting for disruptive behavior. Carmen DeLeon was suspended from giving verbal comment at a City Council Meeting for 180 days. They were escorted from the meeting after failing to stop the disruptive behavior when directed to do so.

Community Communication

This is the place on the agenda where the public is invited to speak to Council regarding any matter on the Agenda not already scheduled for Public Hearing. (Separate instructions are provided for offering testimony on Public Hearing when applicable.) This includes the option to testify about Workshops. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Speakers are to limit their testimony to a total of three minutes for all items combined.

Mayor McEnerny-Ogle opened Community Communication and received testimony from the following community members regarding any matter on the agenda not scheduled for a Public Hearing:

- *Carmen DeLeon, Vancouver*

There being no further testimony, Mayor McEnerny-Ogle closed Community Communication.

Consent Agenda

The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately – after the motion has been made and passed to approve the remaining items.

Council pulled item 4 for discussion.

Motion by Councilmember Paulsen, seconded by Councilmember Fox, and Yes: 7, No: 0, Abstaining: 0, to approve Items 1-3, and 5 on the Consent Agenda.

Motion by Councilmember Fox, seconded by Councilmember Perez, and Yes: 4, No: 3, Abstaining: 0, to approve Item 4 on the Consent Agenda. Councilmembers Hansen, Stober and Harless voted No.

1. Contract Amendment — Increase in Purchasing Fuel from Wilson Oil - Contract C-101853

Staff Report: 001-26

Request: On Monday, January 5, 2025, authorize the City Manager, or designee, to finalize and execute a contract amendment with Wilson Oil, Inc. to increase the current contract threshold from $1,725,000 to $3,500,000 for purchasing unleaded and R99 renewable diesel fuels.

Jacob Mahan, Senior Management Analyst, jacob.mahan@cityofvancouver.us

Motion approved the request.

2. Contract Amendment — New Public Works Operations Campus – General Contractor Construction Manager Amendment #3 with Skanska USA — C-101995

Staff Report: 002-26

Request: On Monday, January 5, 2026, authorize the City Manager, or designee, to authorize the execution of contract amendment #3 with Skanska USA Building Inc. of Portland, OR for MACC #3 in the amount of $218,043.

Jason Olson, Capital Projects Project Manager, Jason.Olson@cityofvancouver.us

Motion approved the request.

3. Addendum to City Manager Employment Agreement

Staff Report: 003-26

Request: On Monday, January 5, 2026, approve the Addendum to City Manager Employment Agreement and authorize the Mayor to execute the same.

Nena Cook, City Attorney, nena.cook@cityofvancouver.us

Motion approved the request.

4. Multi-Family Tax Exemption Certificate Extension — Green Leaf Uptown Apartments

A RESOLUTION of the City Council of the City of Vancouver approving a contract with Green Leaf Uptown LLC, a Delaware limited liability company (Applicant) to extend, for 12 years, an expiring 8-year market-rate multifamily tax exemption final certificate for the 167-unit Green Leaf Apartments project located at 1700 Main Street, Vancouver WA 98660 (Property) (Exhibit A).

Staff Report: 225-25

Request: On Monday, January 5, 2026, adopt the resolution authorizing the City Manager, or designee, to execute a multi-family housing limited property tax exemption extension and take any and all action necessary to enforce the terms thereof.

Bryan Monroe, Associate Housing Project Coordinator, bryan.monroe@cityofvancouver.us

Motion adopted Resolution M-4365 to approve the request.

5. Approval of the Claim Vouchers

Request: Approve claim vouchers for January 5, 2026.

Motion approved claim vouchers in the amount of $37,803,845.84.

Communications

A. From the Council

B. From the Mayor

Election of Mayor Pro Tem

Councilmember Hansen nominated Councilmember Fox for Mayor Pro Tempore. Councilmember Fox accepted the nomination. There were no other nominations for Mayor Pro Tempore.

Mayor McEnerny-Ogle called for a vote from Council to approve Councilmember Fox as the Mayor Pro Tempore.

Yes: 7, No: 0, Abstaining: 0, to approve Councilmember Fox as the Mayor Pro Tempore.

2026-2027 Council Board and Committee Assignments

The City Councilmembers discussed the assignments for the Council Boards and Committees for 2026-2027.

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and Yes: 7, No: 0, Abstaining: 0, to approve all of the Boards and Committees assignments, except for C-Tran board assignments.

Motion by Councilmember Perez, seconded by Councilmember Fox, and Yes: 7, No: 0, Abstaining: 0, to remove Councilmember Stober as the alternate for C-Tran and replace him with Councilmember Harless as the alternate.

Motion by Councilmember Fox, seconded by Councilmember Perez, and Yes: 6, No: 1, Abstaining: 0, to approve the board representatives for C-Tran. Councilmember Harless voted No.

C. From the City Manager

Community Forum

This is the place on the agenda where the public is invited to speak to Council regarding any matter. Members of the public addressing Council are requested to give their name and city of residence for the record. Speakers are to limit their testimony to a total of three minutes. Up to 90 minutes will be allotted for the Community Forum.

Mayor McEnerny-Ogle opened the Community Forum and received testimony from the following community members regarding any matter:

- Cindi Fisher, Vancouver
- Jared Essig, Multnomah County, Oregon
- James Clark, Vancouver

There being no further testimony, Mayor McEnerny-Ogle closed Community Forum.

Adjournment

7:30 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

The written comments below are those of the submitter alone and are not representative of the views of CVTV or the City of Vancouver, its elected or appointed officials, or its employees.

City Council Meeting Minutes

Vancouver City Hall | Council Chambers | 415 W. 6th St.
PO Box 1995 | Vancouver, WA 98668-1995
cityofvancouver.us

Anne McEnerny-Ogle, Mayor • Bart Hansen • Ty Stober • Erik Paulsen • Sarah J. Fox • Diana H. Perez • Kim D. Harless

January 12, 2026

Workshops: 4:45-5:45 p.m.

Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

The City Council Meeting was held on 1/12/2026 at 4:45 PM in the Vancouver City Hall, Council Chambers 415 West 6th Street, Vancouver, WA 98660.

Workshops were conducted in person in the Council Chambers of City Hall. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, or www.facebook.com/VancouverUS.

View the CVTV video recording, including presentations and discussion, for workshops at: https://www.cvtv.org/video/city-council-workshops-01-12-26-2026011004/

Comprehensive Plan Update
(Approximately 1 hour)

Rebecca Kennedy, Deputy Community Development Director, Meredith Herbst, Planner, rebecca.kennedy@cityofvancouver.us, meredith.herbst@cityofvancouver.us

Staff led Council through a discussion of the Comprehensive Plan Update.

Councilmember Hansen was absent from the workshop.
Councilmember Perez was late to the workshop.

Council Dinner / Executive Session Re: Real Estate Negotiations RCW 42.30.110(1)(c) 45 min (5:45 - 6:30 PM)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 5:40-6:25 p.m. to discuss Real Estate Negotations.

Regular Council Meeting

6:30 PM
Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

This meeting was conducted as a hybrid meeting with in person and remote viewing and participation over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda items and under the Community Forum were also facilitated in person and via the GoToMeeting conference call.

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: https://www.cvtv.org/video/vancouver-city-council-01-12-26-2026011005/

Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. This meeting was conducted as a hybrid meeting, including both in person and remotely over video conference.

Present: *Councilmember Harless, Councilmember Perez, Councilmember Fox, Councilmember Paulsen, Councilmember Stober, Councilmember Hansen, Mayor McEnerny-Ogle*

Absent: *None*

Approval of Minutes

Minutes - January 5, 2026

Motion by Councilmember Stober, seconded by Councilmember Fox, and Yes: 7, No: 0, Abstaining: 0, to remand the minutes back to staff to update and bring back at a later date.

Community Communication

This is the place on the agenda where the public is invited to speak to Council regarding any matter on the Agenda not already scheduled for Public Hearing. (Separate instructions are provided for offering testimony on Public Hearing when applicable.) This includes the option to testify about Workshops. Members of the public addressing Council are requested to give their name and city of residence for the audio

record. Speakers are to limit their testimony to a total of three minutes for all items combined.

Mayor McEnerny-Ogle opened Community Communication and received no testimony from community members regarding any matter on the agenda not scheduled for a Public Hearing.

There being no testimony, Mayor McEnerny-Ogle closed Community Communication.

Consent Agenda
The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately – after the motion has been made and passed to approve the remaining items.

Council pulled items 3 and 4 for discussion.

Motion by Councilmember Fox, seconded by Councilmember Stober, and Yes: 7, No: 0, Abstaining: 0, to approve Items 1-5 on the Consent Agenda.

1. Loan Contract Approval for Water Station 9 Treatment System Project

Staff Report: 004-26

Request: On Monday, January 12, 2026, authorize the City Manager, or designee, to finalize and execute loan contract DWL31575-0 between the City of Vancouver and the Washington State Department of Health.

Mehrin Selimgir, Water Engineering Manager,
Mehrin.Selimgir@cityofvancouver.us

Motion approved the request.

2. Ratify 2026-2028 Collective Bargaining Agreement with the Vancouver Fire Department Guild (VFDG), Consisting of Employees from the Fire Marshal's Office

Staff Report: 005-26

Request: On Monday, January 12, 2026, authorize the City Manager, or designee, to approve the 2026-2028 collective bargaining agreement between the City of Vancouver and the Vancouver Fire Department Guild, which is comprised of represented Fire Marshal staff.

Antoinette Gasbarre, Human Resources Director,
Antoinette.Gasbarre@cityofvancouver.us

Motion approved the request.

3. Heights Land Donation

A RESOLUTION by the Vancouver City Council on behalf of the City of Vancouver, a Washington municipal corporation (the "City") accepting a donation of real property from Tower Mall Properties LLC, a Washington limited liability company (the "Donor") to be used by the City for any public purpose.

Staff Report: 006-26

Request: On Monday, January 12, 2026, finalize and approve the resolution accepting a donation of real property from Tower Mall Properties LLC to be used by the City for any public purpose and authorize the City Manager, or designee, to execute agreements and other documents necessary to fulfill the transaction.

Amy Stewart, Real Estate Project Manager, amy.stewart@cityofvancouver.us

Motion adopted Resolution M-4366 to approve the request.

4. Public Defense Standards Revision

AN ORDINANCE repealing Vancouver Ordinance No. M-3927, adopted September 14, 2009 relating to the then-adoption of Vancouver Indigent Defense Standards; providing for approval of updated indigent standards by the City Manager or designee, and providing for an effective date.

Staff Report: 007-26

Request: On Monday, January 12, 2026, advance the ordinance to repeal Ordinance No. M-3927, which adopted Indigent Defense Standards in 2009, and authorizes the City Manager or designee to approve revised Indigent Defense Standards, setting the date for the second reading and public hearing for Monday, January 26, 2026.

Katherine Kelly, Program and Policy Development Manager, katherine.kelly@cityofvancouver.us

Mayor McEnerny-Ogle read the title of the ordinance into the record.

Motion approved the request.

5. Approval of the Claim Vouchers

Request: Approve claim vouchers for January 12, 2026.

Motion approved claim vouchers in the amount of $6,503,338.17.

Public Hearings
The following item(s) are scheduled for public hearing. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Unless otherwise announced by the Presiding Officer, speakers are to limit their testimony to three minutes for each public hearing.

6. City of Vancouver's Green Building Program

A RESOLUTION adopting the Green Building Program and providing agency-wide guidance on the incorporation of the Green Building Program into plans, programs, and policies.

Staff Report: 008-26

Request: On Monday, January 12, 2026, finalize and approve the resolution adopting the City's Green Building Program.

Rebecca Small, Senior Policy Analyst, Chad Eiken, Community Development Director, Chim Chune Ko, Principal Project Manager, rebecca.small@cityofvancouver.us, chad.eiken@cityofvancouver.us, ChimChune.Ko@cityofvancouver.us

Rebecca Small, Senior Policy Analyst, Chad Eiken, Community Development Director, Chim Chune Ko, Principal Project Manager, provided an overview of the City of Vancouver's Green Building Program.

Council discussed the item briefly with staff.

Mayor McEnerny-Ogle opened the public hearing and received testimony from the following community members:

- *Michael Bomar, Vancouver*
- *Susan Saul, Vancouver*
- *Heidi Cody, Vancouver*
- *Nelson Holmberg, Vancouver*
- *Bruce Barnes, Vancouver*
- *Don Steinke, Vancouver*
- *Deepa Sivarajan, Seattle, WA*

There being no further testimony, Mayor McEnerny-Ogle closed the public hearing.

Motion by Councilmember Perez, seconded by Councilmember Stober, and Yes:

7, No: 0, Abstaining: 0, to amend the resolution to incorporate the Port of Vancouver's suggested edits.

Motion by Councilmember Stober, seconded by Councilmember Harless, and Yes: 7, No: 0, Abstaining: 0, to approve Resolution M-4367.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

City Hall Trespass Policy

Lon Pluckhahn, City Manager, discussed the City Hall Trespass Policy.

Community Forum

This is the place on the agenda where the public is invited to speak to Council regarding any matter. Members of the public addressing Council are requested to give their name and city of residence for the record. Speakers are to limit their testimony to a total of three minutes. Up to 90 minutes will be allotted for the Community Forum.

Mayor McEnerny-Ogle opened the Community Forum and received testimony from the following community members regarding any matter:

- Bruce Barnes, Vancouver
- Andy Lara, Vancouver
- Romas Savochym, Vancouver

There being no further testimony, Mayor McEnerny-Ogle closed Community Forum.

Executive Session Re: Potential Litigation RCW 42.30.110(1)(i) (30 min)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 8:15-8:45 p.m. to discuss Potential Litigation.

Adjournment

8:45 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

The written comments below are those of the submitter alone and are not representative of the views of CVTV or the City of Vancouver, its elected or appointed officials, or its employees.

From:	Dollar, Sarah
To:	Dollar, Sarah
Subject:	FW: ACE comment letter supporting Green Building Codes Resolution
Date:	Monday, January 12, 2026 11:34:21 AM
Attachments:	image001.png ACE Thank you on Green Building Codes.pdf

Testimony

Sarah Dollar | Executive Assistant to the City Council
Pronouns: She/Her/Hers
CITY OF VANCOUVER, WASHINGTON
City Manager's Office (CMO)
Primary (Cell): 360-624-2949 | **Desk:** 360-487-8641
www.cityofvancouver.us

From: Heidi Cody <[redacted]>
Sent: Monday, January 12, 2026 10:13 AM
To: City Council <council@cityofvancouver.us>
Cc: Small, Rebecca <rebecca.small@cityofvancouver.us>
Subject: ACE comment letter supporting Green Building Codes Resolution

Good morning,

Attached please find a letter from Alliance for Community Engagement (ACE) supporting the Resolution about Green Building Codes. I will read this tonight at the Council meeting.

Thank you for your work,

Heidi

Heidi Cody (she/her)
SW WA Field Manager
Washington Conservation Action
ACE Coalition Manager
Evergreen Workers Union: Member of
Communications Workers of America Local 7800
[redacted]
Web www.waconservationaction.org
1417 Fourth Ave, Ste 800, Seattle, WA 98101

January 12, 2026

Alliance for Community Engagement (ACE) SW WA

Dear Mayor McEnerney-Ogle, Vancouver City Council and staff,

Thank you for developing Vancouver's Green Building Code policy, and for inviting public participation into the process of developing the code framework. Alliance for Community Engagement (ACE) appreciates the opportunity to connect City staff with other building electrification code experts and to offer our own suggestions for improvement. Our ACE alliance includes Washington Conservation Action, Columbia Riverkeeper, Sierra Club Loo Wit, Vancouver Audubon, LULAC Metro Council 47026, Friends of Clark County and Washington and Oregon Physicians for Social Responsibility.

Building electrification is one of the most effective ways to decarbonize new buildings and to bring down greenhouse gas emissions (GHGs). We know building electrification is a key lever to keep the City's emissions reductions aligned with our Climate Action Framework's ambitious goals.

Incidentally, we learned last week in a Capital Press article entitled *NW Natural Seeks to Shift Cost of Failed RNG Investment to Customers* that the very same NW Natural Smart Energy program that was included in the first few iterations of the Climate Action Plan as a GHG-reducing action in buildings, has failed. The renewable natural gas (RNG) facility in Nebraska that would have provided the carbon credits for this program has gone out of business. Now, NW Natural wants to bill its customers for this debacle. Encouraging Vancouver residents to invest in the Smart Energy program to lower our local carbon footprints would have been a mistake.

We appreciate your ongoing efforts to find functional mechanisms that will actually reduce local GHG emissions, including the Green Building Codes. Thank you for strengthening our Climate Action Framework with this important policy addition. We support the City's resolution to adopt the Green Building Codes.

Sincerely,
Alliance for Community Engagement (ACE) SW WA

From:	Mike Bomar
To:	City Council
Cc:	Mary Mattix; Small, Rebecca; Ko, Chim Chune; Eiken, Chad
Subject:	Port of Vancouver USA"s written comments for the 1/12/26 City Council meeting, Item Number 6
Date:	Monday, January 12, 2026 8:31:16 AM
Attachments:	outlooksignature_ed0b0dec-9197-48af-93e2-4180bf855356.png linkedin32x32_3509051a-3291-4184-93a9-567900d2cef4.png facebook32x32_cbab036d-7537-4a4f-95f0-a8e5928e60aa.png instagram32x32_1d3f79df-af18-4628-83fb-ed087d41abc2.png youtube32x32_bfb02d0c-60d8-462e-a225-984288c08e63.png 260112PortofVancouverCityCouncilCommentsGreenBuildingProgram.pdf

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Dear Mayor and Council Members,

Please see attached the Port of Vancouver's comments for Item 6, City of Vancouver's Green Building Program.

Thank you for the opportunity to provide written comments and brief testimony on this item.

Sincerely.

Mike Bomar
Chief Economic Strategy Officer
[redacted], Vancouver, WA 98660
Direct: [redacted] | Cell: [redacted]
[redacted]

Port of Vancouver USA

January 12, 2026

Vancouver City Council
City Hall
PO Box 1995
Vancouver, WA 98668

Subject: **Green Building Program**
Comments and Recommendations

Dear Council Members:

The Port of Vancouver, USA (Port) respectfully submits these recommendations and comments on the City of Vancouver's (City) Green Build Program (GBP), per the City Council Policy and Procedure 100-32, Section 10.8, Public Hearings. These comments are offered to support a balanced approach between the City's greenhouse gas (GHG) reduction and climate resiliency goals and safeguarding long-term development opportunities and continued use of industrial land at the Port and throughout the city.

The Port of Vancouver is a global hub of opportunity positioned at the crossroads of river shipping, interstate and national rail lines. Moving over seven million tons of cargo annually and home to over 50 industrial tenant businesses, we are a strategic industrial gateway to the US, Canada, Asia and South America. The marine and industrial activities at the Port are responsible for over 4,000 jobs at businesses on port property. Appropriate zoning, development and operations of industrial properties is the cornerstone of these successful endeavors within the City for the community.

Green Building Program Policies

The Port supports the City's commitment to reduce greenhouse gas emissions and build a more resilient community, while ensuring that as Vancouver grows, it continues to be an attractive place to build, invest and call home. These efforts are aligned with the Port's Climate Action Plan, Sustainability Program, and Strategic Plan goals and initiatives. As stated in the introduction to the program policies: *The City of Vancouver's Green Building Program (GBP) Policies are designed to align new construction with our community's greenhouse gas (GHG) reduction and climate resiliency goals while also supporting housing production and affordability*.

The Port requests that the City include other major zoning and building types in the program policies introduction. While we agree with supporting housing production and affordability, we also want to ensure that the program will support manufacturing and industrial uses. For the Port, the continued development of manufacturing and industrial properties is essential to job preservation and creation, and long-term economic prosperity for Vancouver and the region,

which is the Port's mission. We believe that including these uses in the opening statement of the GBP policies will set the tone and understanding for the subsequent policies to also consider the unique nature of the construction and use of these important structures to the vitality of our community.

Definitions

The Port is currently classified under the "Non-residential" development category. As defined in the program definitions, Non-residential: *Any project for which its primary use is commercial, industrial, institutional, or other non-residential use. Mixed-use buildings where non-residential spaces exist on more than the ground floor shall be included in this category.*

The Port requests that the City utilize the existing building code terminology that delineates what projects these new policies would affect so it is more clearly understood how future projects may be impacted.

Section 3.4 Indoor Temperature

The intent of this section is to reduce heat-related health issues by ensuring building systems can maintain a consistent temperature for occupants. As written, the requirements of this section are applied uniformly to all non-residential development conditioned spaces. Certain industrial and manufacturing processes, such as those associated with pharmaceutical, semiconductor, cold storage, and food production already operate under tightly controlled temperature, humidity, pressurization and air quality requirements dictated by equipment tolerances, safety, and regulatory standards.

The Port requests that the City clarify that this policy does not apply to all conditioned spaces, but rather, *occupied* support spaces such as offices, break rooms and restrooms. The Port believes that clarifying that comfort-based requirements apply to occupied support spaces only, while allowing equivalent compliance for process-controlled manufacturing areas, would better align the policy with industrial best practices while preserving its underlying intent.

Section 3.5 Enhanced Air Filtration

The intent of this section is to reduce building occupant exposure to fine particulate matter and other pollutants that can cause chronic heart and lung diseases. As written, the requirements of this section are applied uniformly to all non-residential development. Certain industrial and manufacturing processes, such as those associated with pharmaceutical, semiconductor, cold storage, and food production already operate under tightly controlled temperature, humidity, pressurization and air quality requirements dictated by equipment tolerances, safety, and regulatory standards. In these environments, air quality is often governed by ISO-classified regulations, not MERV-based filtration metrics.

The Port requests that the City clarify that this policy does not apply to all non-residential development. The Port believes that without a clear differentiation, the policy risks creating compliance ambiguity without improving resilience or health outcomes.

Conclusion

In summary, the Port extends our appreciation to the City for your continued engagement and outreach to the Port during development of the Green Building Program. The Port appreciates the City's recognition that marine terminals are subject to additional safety and security requirements that warrant specific consideration during development and operations. We are committed to continuing to work with the City to help shape a future that supports our alignment with sustainability and resilience goals and Vancouver's broader economic development priorities. We look forward to collaboration and input during the implementation of the program into the City's code update process to ensure industrial uses and buildings are appropriately considered.

Thank you again for the opportunity to comment on and participate in this important work for the future of our community.

Sincerely,

Mike Bomar
Chief Economic Strategy Officer

Cc: Chad Eiken, Director of Community Development, City of Vancouver
Rebecca Small, Senior Policy Analyst, City of Vancouver
Chim Chune Ko, Real Estate Project Manager, City of Vancouver

From: Karl Bonner
To: City Council
Subject: Green Building Project
Date: Thursday, January 8, 2026 3:13:37 PM

> You don't often get email from [redacted]. Learn why this is important

Please pass a Green Building Project for Vancouver that prioritizes dark skies and minimal light pollution. Both local wildlife and local astronomers would greatly appreciate it!

Karl Bonner
[redacted]
Vancouver WA 98683
[redacted]

From: Jean M. Avery
To: City Council
Subject: Public Comment re: Green Building Program
Date: Tuesday, January 6, 2026 8:56:34 AM

Dear Mayor and City Council,

THANK YOU to you and City staff for formulating a comprehensive Green Building Program.

I especially applaud your inclusion of Bird-Friendly Design, Dark-Sky Lighting, and increased tree canopy.

As an avid nature-lover, hiker, and bird-watcher, I am grateful for our beautiful natural surroundings.

I notice that some of these provisions are optional, pending council's discretion. I would urge you to opt for a requirement whenever possible.

Thank you for making Vancouver a greener place to call home!

Jean M. Avery
Vancouver resident, 98684

Staff Report: 009-26

To: Mayor and City Council
From: City Manager
Date: January 26, 2026

Subject
Construction Acceptance - West Fourth Plain (BNSF Crossing) Water Transmission Main

Key Points

- Water improvements have been completed ahead of a project to fully repave West Fourth Plain Boulevard.
- Acceptance of construction improvements facilitates the release of the contractor's bond.

Strategic Plan Alignment
Safe and Prepared Community – a safe place to live, work, learn and play

Present Situation
Tapani, Incorporated of Battle Ground, Washington has completed installation of a new 24-inch water main along West Fourth Plain Boulevard between Lincoln Avenue and Unander Avenue. This project was identified in the 2015 Comprehensive Water System Plan as necessary to convey additional water capacity to the west side of the City to support future growth within the Port of Vancouver and surrounding areas. The water main installation was completed in advance of a planned street improvement project, which will include full repaving of West Fourth Plain Boulevard in the summer of 2026. The work was completed satisfactorily in accordance with the plans and specifications.

Contract costs are summarized below:

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	$2,325,067.00
Sales Tax	$204,605.90
Total	$2,529,672.90
Retainage	BOND

The original contract amount for this project was $2,427,936.24. Final costs for construction of the water improvements exceeded the original contract amount by $101,736.66 or 4.2%, mainly due to unexpected site conditions.

There was a 15% apprenticeship goal for this project. The contractor fell short of the goal and was only able to obtain 974.25 apprenticeship hours out of the total 7,308 total project hours. The contractor was unable to fulfill this goal due to the project being completed ahead of schedule and subcontractors that had a limited scope that were unable to obtain apprentices. The Contractor submitted a good faith effort waiver request and supporting documentation, which was approved, and

the penalty was waived.

Advantage(s)

1. Increased water system reliability by adding new transmission main.
2. Added capacity to convey more water to industrial areas around the Port.
3. Utility work completed prior to repaving.

Challenge(s)

Temporary traffic disturbances, noise, and inconvenience to neighboring properties unavoidable during construction.

Budget Impact

Project funding is included in the 2025-2026 Adopted Budget.

Prior Council Review

Staff Report 011-25, January 27, 2025, Award of Bid

Action Requested

On Monday, January 26, 2026, accept the facilities as constructed by Tapani Incorporated, of Battle Ground, Washington, and authorize release of the contractor’s bond, subject to receipt of all documentation required by law.

Staff Contact

Mehrin Selimgir, Water Engineering Manager, Mehrin.Selimgir@cityofvancouver.us

Attachments:

1. Boundry Map

(PRJ100724) - BNSF 4th PLAIN CROSSING
INSTALLING 24" TRANSMISSION MAIN

CITY OF Vancouver WASHINGTON
Public Works

LEGEND
WATER MAIN
BOUNDRY OF CONSTRUCTION AREA

Staff Report: 010-26

To: Mayor and City Council
From: City Manager
Date: January 26, 2026

Subject
Contract Amendment – Selectron Technologies - C-100691

Key Points

- The City currently uses Selectron's hosted software system to allow customers to pay their utility bills online. This system also allows Community Development customers to schedule building inspections, view results online or via text, and pay inspection-related fees.
- Phase 1 of the new online permit system was updated in 2025 to allow trade permits to be applied and paid for online. Additional budget is needed to support the next phase of the build-out, which will allow Fire and Building permits to be applied for and paid for online.
- Migrating all online permits to the new Selectron platform moves the City closer to having a common web payment portal for its customers.
- The cost to migrate online permit applications to the Selectron Relay platform is already included in the Community Development Department's budget.

Strategic Plan Alignment
Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

Safe and Prepared Community – a safe place to live, work, learn and play

Present Situation
A decision package to replace the existing system with the Online Permit Center was approved in the 2022 First Supplemental Budget. In the spring of 2023 the Selectron Technologies contract was amended to support additional software and materials needed to upgrade to the new Online Permit Center beyond those originally approved. To continue the work that was completed as part of the Phase 1 build-out of the new Online Permit Center, ensure Fire and Building permits can be added to the Online Permit Center, and move the City closer to a one-stop payment portal for its customers, additional funding is needed.

Advantage(s)

- Permit customers can apply for and obtain a permit online, pay fees, schedule inspections and view inspection results.
- A more streamlined self-service product that requires limited staff intervention will save numerous in person-hours.
- Adding this functionality to the existing Selectron Technologies platform is consistent with the City's goal to move towards a common online payment portal for City services.
- Providing customers the ability to apply and pay for permits online equals less vehicle miles traveled and less paper generated when seeking permits, which aligns with the goals of the

Climate Action Plan.

Challenge(s)
None

Budget Impact
To advance the work that was completed in 2025, and in order to fully develop the system to allow all permits to be applied for and paid online, additional funding is needed. The next phase of the build-out has a one-time cost of $150,000 for configuration and implementation services, and an ongoing annual maintenance fee of $350,000 to support both Utilities and Community Development functionality. Funding for the services described in the amendment was approved as a decision package in the City's 2022 budget. The one-time cost was approved in 2025 Spring Supplemental and is split between General Fund ($50,000) and Building Fund ($105,000).

Prior Council Review

- Staff Report 100-21: Passage of Ordinance M-4339 and Initial Selectron Relay Platform contract approved.
- Decision package to migrate online permit applications to the Selectron platform was funded in the 2022 First Supplemental Budget.
- Staff Report 051-23: Passage of Ordinance M-4409 (Following approval of this ordinance, voters repealed Charter Section 11.05 requiring ordinances for contracts longer than five years. Because ordinances are no longer required, this consent agenda item is provided to Council as a standard contract amendment, which is standard practice for all contracts since Section 11.05's repeal).

Action Requested
On Monday, January 26, 2026, authorize the City Manager, or designee, to approve the Selectron Technologies amendment.

Staff Contact
Jason Nortz, Development Review Manager, jason.nortz@cityofvancouver.us

Attachments:
1. C-100691 - Amendment 2
2. Vancouver Selectron Amendment 1 - Executed
3. Vancouver Selectron Master Services and Hosting Agreement Final
4. Phase 2 Online Permit Center - Statement of Work - Nov 2026
5. Phase 2 Online Permit Pricing
6. Ordinance M-4409 2023 Contract Amendment

Professional Services Agreement C-100691
Amendment No. 2

This second amendment ("Amendment") amends the Professional Services Agreement number C-100691 ("Agreement") between the City of Vancouver, ("City"), and Selectron Technologies, Inc. ("Contractor") and is effective on the last day signed by a Party. Terms that are capitalized but undefined will have the meaning given them in the Agreement.

This Amendment amends the Agreement as follows:

1. **Exhibit** A is amended as follows:

   Add Quote WE7397 for the payment of services covered by this Amendment. City expressly rejects any terms included in Quote WE7397 that conflict with the Agreement.

2. **Exhibit C** is amended as follows:

   Phase 2 development of the Online Permit Center includes: building a multi-step, logical workflow to guide applicants through the FRI (Fire)and DEF (Deferred) permit application process types. The workflows for these applications will incorporate all business rules governing various data lookups, logical relationships/dependencies, and subprocesses to ensure application accuracy. Additionally, the workflows will be designed to handle the collection of multi-faceted or complex data elements in a way that is simple for users. To support user experience, informational and "help" text will be provided as necessary throughout the application process, in whichever form(s) are most useful, including:

   - Roll-over tooltips
   - In-line expository text, or paragraphs
   - Links to external sources as appropriate

   Selectron will integrate with City's INFOR application database to retrieve and display necessary data, and to write back data entered by the user through the application process. Selectron will consult with City and work with City to refine the workflows before and during development.

3. **Entire Agreement**. All unamended terms in the Agreement or any earlier amendment remain in full force and effect. This Amendment, together with the Agreement and any earlier amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

CITY OF VANCOUVER
A municipal corporation

Lon Pluckhahn, City Manager

Date

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

CONTRACTOR:
Selectron Technologies, Inc.

Signature

Printed Name /Title

Date

City of Vancouver, WA

Permitting Department: Add-Ons and Customizations for Relay Solutions

PRICING SUMMARY

Professional Services Summary

	Total
Relay Web - Phase 2: Addition of Application Types - FRI & DEF	$80,000.00
Relay Web - Date paid Column & Guest Shopping Cart	$28,440.00
Relay IVR & Relay SelecTXT - Modification to Communicate Error Message from Infor	$7,100.00
Relay Outbound - Automatic Results Notification for IVR, SelecTXT, and Web	$9,300.00
TOTAL	**$124,840.00**

Annual Hosted Platform & Application Fees Summary

	Total
Relay Web - Phase 2: Addition of Application Types - FRI & DEF	$8,000.00
Relay Web - Date paid Column & Guest Shopping Cart	$6,750.00
Relay Outbound - Automatic Results Notification for IVR, SelecTXT, and Web	$9,150.00
TOTAL	**$23,900.00**

First Year Total: $148,740.00

See Pricing Details for qualified discounts and line item descriptions.

Application Database Integration: Integration to Infor-Hansen requires specific network access as determined necessary during the system implementation. All functionality provided above is based on the customer provided API providing access to all data. Changes to Selectron utilized API's require notification. Technology changes or migration to a new interface type may require additional services.

PRICING DETAILS

Relay Web - Phase 2: Addition of Application Types - FRI & DEF

Professional Services

Description	Qty	Unit Price	Total
Relay Web - Permitting Application			
FRI	1	$70,000.00	$70,000.00
FRI Budgetary Quote Honored			-$20,000.00
DEF	1	$35,000.00	$35,000.00
Discount*			-$5,000.00
PROFESSIONAL SERVICES TOTAL			**$80,000.00**

*Requires purchase of both application types listed

Annual Hosted Platform and Application Fees

Description	Qty	Unit Price	Total
Relay Web - Permitting Application			
FRI	1	$10,000.00	$10,000.00
Discount			-$5,000.00
DEF	1	$6,000.00	$6,000.00
Discount			-$3,000.00
ANNUAL FEES TOTAL			**$8,000.00**

Overview:
Selectron will update Vancouver's existing permit application landing page to include two additional permit applications.

FRI and DEF Permit Applications:
Selectron will build a multi-step, logical workflow to guide applicants through the FRI and DEF permit application process. The workflows for these applications will incorporate all business rules governing various data lookups, logical relationships/dependencies, and subprocesses to ensure application accuracy. Additionally, the workflows will be designed to handle the collection of multi-faceted or complex data elements in a way that is simple for users. To support user experience, informational and "help" text will be provided as necessary throughout the application process, in whichever form(s) are most useful, including:

- Roll-over tooltips
- In-line expository text, or paragraphs
- Links to external sources as appropriate

Selectron will integrate with Vancouver's INFOR application database to retrieve and display necessary data, and to write back data entered by the user through the application process. Selectron will consult with Vancouver and work with them to refine the workflows before and during development.

Relay Web - Date Paid Column & Guest Shopping Cart

Professional Services

Description	Qty	Unit Price	Total
Relay Web - Permitting			
Date Paid Column	8	$225.00	$1,800.00
Guest Shopping Cart	150	$225.00	$33,750.00
Discount*			-$7,110.00
PROFESSIONAL SERVICES TOTAL			**$28,440.00**

*Requires purchase of all items listed

Annual Hosted Platform & Application Fees

Description	Qty	Unit Price	Total
Relay Web - Permitting			
Guest Shopping Cart	1	$6,750.00	$6,750.00
ANNUAL FEES TOTAL			**$6,750.00**

Permit Fee History Page – Add Date Paid Column: Selectron will add a "Date Paid" column to the table where existing permit fee history information is displayed on the Permit Fee History Page.

Guest Shopping Cart: Allows guest users to utilize shopping cart functionality, which enables them to select and pay multiple fees in one transaction.

Relay IVR & Relay SelecTXT - Modification to Communicate Error Message from Infor

Professional Services

Description	Qty	Unit Price	Total
Relay IVR & Relay SelecTXT			
Communicate Error Message from Infor	56	$225.00	$12,600.00
Discount			-$5,500.00
PROFESSIONAL SERVICES TOTAL			**$7,100.00**

Relay IVR Modification: Selectron will modify the IVR to read back the appropriate error message to the user when scheduling is unsucessful. This includes TTS for English and Spanish, depending on the user's language selection. This functionality will remain dependent on the error message being made available to IVR via API.

Relay SelecTXT Modification: Selectron will modify SelecTXT to respond with the appropriate error message to the user when scheduling is unsucessful. This functionality will remain dependent on the error message being made available to SelecTXT via API.

Relay Outbound - Automatic Results Notification for IVR, SelecTXT, and Web

Professional Services

Description	Qty	Unit Price	Total
Relay Outbound Template Setup	8	$225.00	$1,800.00
Automatic Results Notification			
Relay Web - Automatic Result Notification Custom Functionality	40	$225.00	$9,000.00
Contact Method Preference			
Remember Preferred Contact Method			
Auto-Fill Preferred Contact Method for ARN			
Discount			-$1,500.00
PROFESSIONAL SERVICES TOTAL			**$9,300.00**

Annual Hosted Platform and Application Fees

Description	Qty	Unit Price	Total
Relay Outbound			
Additional Annual Messages*	50,000	$0.15	$7,500.00
Relay Outbound Template	1	$3,700.00	$3,700.00
Automatic Results Notification			
Discount			-$2,050.00
ANNUAL FEES TOTAL			**$9,150.00**

*Increase to current message bundle. Message bundle will be prorated to expire July 31, 2026.

Automatic Results Notification: An immediate notification of the inspection results sent to the contractor who scheduled the inspection.

Contact Method Preference: Web users will be given the option to select which method they will receive their outbound automatic results notification through (voice call, email, or SMS message).

Remember Preferred Contact Method: Relay will remember the user's selection for preferred contact method for future notifications. This will be stored in the user's profile.

Auto-Fill Preferred Contact Method for ARN: The user's preferred contact method will autofill on the web, so the user does not have to select their preferred method every time they schedule an inspection.

PRICING & PAYMENT INFORMATION

The contract period begins upon issuance of purchase order or equivalent document. Pricing does not include additional application integration charges that may be required as part of this solution. This includes Application Vendor API, user, or implementation fees, additional licensing fees, or other surcharges directly or indirectly charged by or remitted to the Application Vendor. Pricing above is based on the use of Selectron Technologies standard agreement. All other agreements requiring legal review require a minimum $9,500 additional fee.

PROFESSIONAL SERVICES PAYMENT SCHEDULE

45% Invoiced upon notice to proceed by Customer and issuance of required purchasing documentation.
55% Invoiced upon system available for initial user acceptance testing.

TRAVEL FEE PAYMENT SCHEDULE

100% If travel is identified in the above detail or later requested, all travel and related fees are scheduled in advance including travel days and will be invoiced upon completion. Total travel is invoiced at then current hourly rates, currently $225.00 per person per hour, plus actual travel expenses.

ANNUAL FEES, BUNDLES, AND SUPPORT

100% Invoiced upon notice to proceed by Customer and issuance of required purchasing documentation. Recurring fees are invoiced 45 days prior to renewal. Amounts will be prorated upon renewal.

In the event the customer terminates agreement prior to the end of the commitment term, 100% of all remaining unpaid fees for the term become immediately due.

CHANGE ORDERS INCLUDING TIME AND MATERIAL RATES

- All service work and/or deliverables not listed, defined, or provided as optional deliverables in this document are considered outside of the scope of this project effort. Out of scope services will be invoiced at Selectron's then current Time and Material rate, currently $225.00 per hour.

- If the out of scope services require a formal change order, the Company and Customer will mutually agree in writing, which will include a scope of work, timeline for delivery, Company and Customer responsibilities and the price terms and conditions. Upon acceptance by Customer and issuance of required purchasing documentation, all Change Orders shall be governed by the terms and conditions of this Agreement, no other terms or conditions shall apply. Customer acknowledges that such Change Orders may affect the implementation schedule and dates otherwise established as part of the project plan.

- If Customer requires additional documentation, services to prepare this documentation will be invoiced at Selectron's then current Time and Material rate, currently $225.00 per hour, 4-hour minimum.

TAXES

Sales Tax or any other applicable taxes are ***not included*** in any of the pricing in this agreement. All applicable taxes will be invoiced, collected and remitted in accordance with state and local tax laws.

PAYMENT TERMS

Terms are net 30 days from date of invoice. Past due invoices are subject to a 1.5% per month late fee. All presented pricing is in US Dollars.

VENDOR INFORMATION

Selectron Technologies, Inc.
13535 SW 72nd Avenue, Suite 200
Portland, OR 97223
Ph: 503.443.1400 Fax: 503.443.2052

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SERVICE AGREEMENT #C-100691

AMENDMENT No. #1

This Agreement amends the Professional Services Agreement number C-100691 by and between the City of Vancouver, hereinafter referred to as "City", and Selectron Technologies hereinafter referred to as "Contractor", whose address is 12323 SW 66th Avenue, Portland, OR 97223 for services offered.

This amendment amends the original agreement as follows:

1. **Amend Exhibit A** by adding Quote WE6410 for the payment of services covered by this amendment.
2. **Amend** the language contained in Exhibit C, Statement of Work with language below:

   The Contractor shall provide a fully functional website, built using a responsive design, that will replace the current functionality of the dynamic portal. Functionality will include, but not be limited to:

   - Login to create a profile to manage all permits
     - Two profile types: one for contractor, one for homeowner
     - Contractors can add multiple licenses
     - Show all permits in the main view, then filter by license
   - Ability to upload documents as attachments to a permit
     - List of descriptive documents will be shown to customer
     - File attachment documents will be based on type of permit being applied for
   - Look up building permit
     - Lookup reviews
     - Lookup schedule inspections
     - Lookup Inspections results, history and corrections
   - Apply for a permit
     - Mechanical permits
     - Electrical permits
     - Plumbing permits
     - Permit of Record
   - Cancel permit
   - Schedule or cancel inspections
   - Pay all fees through shopping cart using credit card or echeck
     - Gues login to pay a fee

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- Save and review application prior to submission
- Print the permit and inspection card

3. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER
A municipal corporation

DocuSigned by:
75A9183485CA467...
Eric Holmes, City Manager

4/21/2023
Date

Attest:

DocuSigned by:
Natasha Ramras
BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
9A7DC2E31E694A2...
Jonathan Young, City Attorney

CONTRACTOR:
Selectron Technologies

Signature

Rod Johnston President
Printed Name /Title

1/9/2023
Date

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Selectron TECHNOLOGIES, INC.

Master Services and Hosting Agreement

This Master Services and Hosting Agreement (this "**Agreement**") by and between Selectron Technologies, Inc., an Oregon corporation having a principal place of business at 12323 SW 66th Avenue, Portland, OR 97223, and its successors and assigns ("**Selectron**"), and the City of Vancouver, Washington whose physical address is 415 West 6th Street, Vancouver WA 98660 and mailing address is P. O. Box 1995, Vancouver, WA 98668 ("**Licensee**").

Recitals

Whereas, as between Selectron and Licensee, Selectron is the owner of all rights, titles, and interest in and to certain software and materials, identified more particularly in this Agreement as the "**Licensed Software**"; and

Whereas, Selectron wishes to grant to Licensee, and Licensee desires to obtain from Selectron, certain rights to access and use, and to permit authorized Licensee employees to access and use the Licensed Software through Selectron's application hosting service, as more particularly described below and in accordance with the terms and conditions of this Agreement.

Now, Therefore, in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms and conditions, which set forth the rights, duties and obligations of the parties:

Agreement

1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings. Any capitalized terms used in this Agreement that are not defined in this Section 1 shall have the meaning given to them elsewhere in this Agreement.

1.1 "**Aggregate Data**" means information, data, and statistics about a group of individuals, organizations, or transactions that cannot be used to identify Licensee or a particular individual, including Licensee Data that has been de-identified and anonymized and combined with data about other individuals and transactions.

1.2 "**Authorized User"** means an Employee that Licensee provides with access to the Licensed Software.

1.3 "**Customer Tools**" means the Licensed Software components and interfaces that, as described in the Documentation, are designed and intended to be accessed by customers of Licensee through an application that is set up and maintained as part of the Services and/or Licensee's website.

1.4 "**Derivative Work**" shall mean a new or modified work that is based on or derived from a preexisting work, including, without limitation, a work that in the absence of a license, would infringe the Intellectual Property Rights associated with such preexisting work.

1.5 "**Documentation**" shall mean the standard documentation for the Licensed Software, as generally provided by Selectron to its other customers.

1.6 "**Employee**" shall mean a then-current employee of Licensee.

1.7 "**Intellectual Property Rights**" shall mean all rights associated with (a) patents, designs, algorithms, and other industrial property rights; (b) works of authorship, including copyrights, "moral rights", and derivative works thereof; (c) the protection of trade and industrial secrets and confidential information; (d) Trademarks (as defined herein); (e) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated), whether arising by operation of law, contract, license, or otherwise; and (f) all registrations, initial applications, divisions, continuations, renewals, extensions, divisions, and re-issuances of any of the foregoing, now existing or acquired in the future.

1.8 "**Licensed Software**" shall mean, collectively, (a) the software programs that are listed in Exhibit A and further described in Exhibit C; (b) the Documentation; and (c) any Updates.

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1.9 "**Licensee Data**" means structured data about and identifiable to customers of Licensee, including without limitation data about transactions between such customers and Licensee, (a) that Licensee provides to Selectron to enable Selectron to provide the Licensed Software and the Services, (b) that Selectron collects from Licensee's customers to facilitate payments by those customers to Licensee, or (c) that Selectron otherwise collects or creates, including by automated means, in the course of performing the Services or providing the Licensed Software to Licensee.

1.10 "**PCI Data**" means Cardholder Data (including, without limitation, Primary Account Number, cardholder name, expiration date, and Service Code) and Sensitive Authentication Data (including without limitation full magnetic stripe data or the equivalent on a chip, CAV2/CVC2/CW2/CID, PINs/PIN block), as such terms are defined by the PCI Security Standards Council.

1.11 "**Security Incident**" means a breach of security resulting in an unauthorized third party gaining access to Licensee Data if (a) such breach creates a reasonably likely risk of harm to Licensee or any individual(s) and
(b) the Licensee Data was accessed in unencrypted, usable, or readable form or it is reasonably likely that the unauthorized third party has acquired or will acquire the decryption key or other means of converting the Licensee Data to readable or usable form.

1.12 "**Services**" means the outbound call management, customization, training, set-up, configuration, or other services listed in Exhibit A and further described in Exhibit C hereto, the Technical Support Services, and any other services Selectron provides to Licensee as described herein.

1.13 "**Technical Support Services**" means the maintenance and technical support services described in Exhibit B hereto.

1.14 "**Term**" shall have the meaning set forth in Section 11.1.

1.15 "**Trademarks**" shall mean (a) the trademarks, trade names, and service marks used by a party, whether registered or unregistered; (b) the respective stylistic marks and distinctive logotypes for such trademarks, trade names, and service marks; (c) such other marks and logotypes as either party may designate from time to time in writing; and (d) the goodwill connected with the use of and symbolized by any of the foregoing.

1.16 "**Updates**" shall mean any modifications, error corrections, bug fixes, new releases, or other updates of or to Licensed Software, including the Documentation, that may be provided or otherwise made available hereunder by Selectron to Licensee during the Term.

1.17 "**Work Product**" means any and all work product, deliverables, materials, drawings, works of authorship, creative works, designs, inventions, documentation, methods, processes, techniques, software, reports, or data created or developed by Selectron in the course of performing the Services or providing the Licensed Software, excluding Licensee Data.

2. Grant of License; Restrictions

2.1 Grant of License to Use Licensed Software. Subject to the terms and conditions of this Agreement, including the End User License Agreement ("**EULA**") attached hereto as Exhibit D which is incorporated into and made a part hereof, and the timely payment of all fees hereunder, Selectron hereby grants to Licensee a non-exclusive, nontransferable, nonsublicensable, limited license, during the Term, to access and use the Licensed Software solely in accordance with the Documentation and the EULA and solely for Licensee's own internal business use. Except as set forth in this Section 2.1 or the EULA, no other right or license of any kind is granted by Selectron to Licensee hereunder with respect to the Licensed Software.

2.2 Software Restrictions. Licensee hereby acknowledges and agrees that it shall not use the Licensed Software for any purpose other than the purpose for which Selectron has developed the Licensed Software, and that it shall use the Licensed Software in accordance with the EULA and all applicable laws, rules, and regulations. In the event of any violation of this Section 2.2 or the terms of the EULA by Licensee or any person Licensee provides with access to the Licensed Software (whether or not such person is an Authorized User), Selectron may terminate this Agreement in accordance with Section 11.2, and shall be entitled to equitable relief in accordance with Section 12.5.

2.3 Data Restrictions. Selectron hereby acknowledges that the Licensee Data may contain sensitive, personally-identifiable information. Selectron will not disclose Licensee Data to any third-party except as required to perform its obligations under this Agreement (e.g., transmittal of PCI Data to Licensee's designated payment gateway) and will maintain and use the Licensee Data only for purposes of performing its obligations under

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this Agreement. Except as otherwise expressly provided herein, Selectron will promptly delete any Licensee Data that Licensee requests in writing to be deleted (except for data retention required by law).

2.4 Rights in Aggregate Data. Notwithstanding Section 2.3, Selectron may, (a) during the term of this Agreement, use and analyze the Licensee Data to generate Aggregate Data and (b) during and after the term of this Agreement, retain, use, publish, and otherwise disclose Aggregate Data without restriction, so long as the Aggregate Data is disclosed in a form in which it cannot be used to identify Licensee or any particular individual(s). By way of example and without creating any limitation, Selectron may analyze the Licensee Data along with data gathered from other sources to generate statistics and analytics about success rates of municipalities in collecting payments in response to application notification calls.

3. Deliverables and Services

3.1 Services. Selectron shall perform the Services described in Exhibit A and Exhibit C and the Technical Support Services described in Exhibit B in accordance with the terms of this Agreement.

3.2 Delivery, Testing, and Acceptance. All deliveries of equipment or physical goods required under this Agreement shall be F.C.A. Selectron's facilities. Selectron shall provide Licensee with the Documentation and access to the Licensed Software according to the delivery, testing, and acceptance schedule and terms and conditions set forth in Exhibit A and Exhibit C. Unless a testing period of different duration is set forth in Exhibit A or Exhibit C, Licensee shall have a testing period of thirty (30) days from the date of delivery of any Licensed Software, including any customized Licensed Software, to inspect and test the Licensed Software. If Licensee provides Selectron with written notice during the applicable testing period describing the Licensed Software's failure to substantially comply with the limited warranty set forth in Section 7.2 in sufficient detail to enable Selectron to reproduce such failure, the Service Fees for the non-conforming Licensed Software shall be suspended until Selectron corrects any such substantial non-conformity. If Licensee does not provide such notice during the testing period, the Licensed Software shall be deemed accepted, and Licensee's sole remedy for any non- conformance shall be the Technical Support Services provided hereunder.

3.3 Authorized Users; Licensee Identification and Passwords. Except as provided in Section 3.4, Licensee shall not permit any person to access the Licensed Software other than Employees whom Licensee has designated as Authorized Users. Each individual natural person shall be a separate Authorized User for purposes of this Agreement. Licensee shall create or request that Selectron create unique log-in credentials, consisting of a "**User Identification**" and "**User Password**", for each individual Authorized User who shall be accessing the Licensed Software. Licensee hereby acknowledges that Licensee and its Authorized Users bear sole responsibility for protecting the confidentiality of all User Passwords and shall remain fully responsible and liable for (and Selectron shall not be responsible or liable for) any unauthorized use of any User Identifications or User Passwords. Licensee shall not share or disclose, and shall not permit any Authorized User to share or disclose, such Authorized User's log-in credentials with or to any other individual or entity, even if such other individual is also an Authorized User. A User Identification may not be transferred from one Authorized User to another Authorized User. Licensee shall promptly terminate (or cause to be terminated by requesting that Selectron terminate) the User Identification for any individual who ceases to be an Authorized User for any reason, including without limitation due to termination of such individual's employment with Licensee. Licensee shall promptly notify Selectron if it discovers or suspects that any log-in credentials have been accessed or used by any person other than the Authorized User to which such log-in credentials were granted, in which case Selectron shall promptly reset or provide Licensee with a means of resetting the password associated with such log-in credentials.

3.4 Customer Tools. Licensee may permit its customers to access and use the Customer Tools solely through Licensee's website and/or an application that is set up and maintained as part of the Services, and solely for the purpose of enabling such customers to (a) receive notifications sent by or on behalf of Licensee, (b) make payments to Licensee, (c) view their invoices from Licensee and history of payments to Licensee, and (d) update their contact information with Licensee.

3.5 Hosting. During the Term, Selectron and/or its designees shall host and maintain the Licensed Software, and provide access thereto, subject to the terms and conditions of this Agreement and the EULA. Selectron will make the Licensed Software available to Licensee in accordance with the Service Level Agreement attached hereto as Exhibit E.

3.6 Updates, Maintenance, and Technical Support. During the Term, Selectron shall provide Licensee with Updates as they are made generally available by Selectron to its other customers, as well as maintenance and technical support, in accordance with the terms and conditions set forth in Exhibit B. Any Update provided or made available by Selectron hereunder shall be deemed part of the Licensed Software and shall be subject to the terms and conditions of this Agreement.

3.7 Other Modifications to the Licensed Software.

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Licensee understands and agrees that Selectron may make modifications and updates to the Licensed Software from time to time. Selectron may determine in its sole discretion whether to provide such modifications and updates to Licensee and its other customers as an Update hereunder, or whether such modifications and updates will be issued as a separate or new product or premium version of the Licensed Software that is available only at an additional charge.

3.8 Further Licensee Obligations. Licensee shall be solely responsible for acquiring and maintaining, at its own expense, the necessary equipment and Internet and telecommunication services required to access the Licensed Software and the Services. Licensee acknowledges that Selectron shall have no obligation to assist Licensee in using or accessing the Licensed Software or the Service except as expressly set forth in this Agreement.

4. Fees and Payment

4.1 Service Fees. Licensee shall pay to Selectron service fees ("**Service Fees**") in the amounts and according to the terms and conditions set forth in Exhibit A. In addition to the payment of Service Fees, unless different terms are provided for in Exhibit A, Licensee agrees to reimburse Selectron for all actual, documented and reasonable travel and out-of-pocket expenses incurred by Selectron in connection with the performance of any Services. Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. Selectron is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

4.2 Payment Terms. Unless different payment terms are set forth in Exhibit A, all fees and expenses payable hereunder shall be due thirty (30) days from the date of invoice, and any amounts not paid when due will incur late fee charges at the rate of 1% per month, or the maximum rate permitted by applicable law, whichever is lower, calculated on a daily basis. If any amounts are past due and outstanding, Selectron reserves the right to suspend the licenses granted hereunder, suspend access to the Licensed Software, and discontinue the Services until all outstanding amounts are paid. Selectron is entitled to recover all costs of collection, including reasonable attorney's fees and related expenses.

4.3 Disputed Amounts. Any disputed charges must be presented by Licensee to Selectron in writing within thirty (30) days of the date of invoice, and the parties agree to cooperate in good faith to promptly resolve any disputed invoice within thirty (30) days of Selectron's receipt of Licensee's written notice of dispute. In the event Licensee disputes any amounts invoiced by Selectron in good faith, the undisputed amount shall be paid when due, and only disputed amounts shall be withheld pending resolution of the dispute. If payment of a disputed amount has already been made and later resolution of the dispute is in Licensee's favor, a credit will be issued by Selectron to Licensee on the next invoice.

4.4 Fee Increases. During the Initial Term, the Service Fees set forth in Exhibit A shall apply. After the Initial Term (as defined in Section 11.1 below), Selectron may increase or change its fees proportionate to the change in the Consumer Price Index for the Seattle-Tacoma-Bremerton area since the last fee increase by providing Licensee with notice of such increase or change at least ninety (90) days prior to the effective date of such increase or change. Such fee increases and changes may be based on the non-discounted fees. Licensee's sole alternative to such fee increase or change shall be to terminate this Agreement by providing notice of termination to Selectron within thirty (30) days after receipt of the notice of price increase or change, which termination will become effective thirty (30) days after such written notice of termination.

4.5 Taxes. All prices set forth in this Agreement are in U.S. Dollars and are exclusive of any applicable taxes. Licensee shall pay, indemnify, and hold Selectron harmless from all import and export duties, customs fees, levies, or imposts, and all sales, use, value added, or other taxes or governmental charges of any nature, including penalties and interest, and all government permit or license fees assessed upon or with respect to any products sold, leased, or licensed to Licensee and any services rendered to Licensee; provided, however, that Licensee shall not be responsible for paying any taxes imposed on, or with respect to, Selectron's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Proprietary Rights

As between Selectron and Licensee, Selectron and/or its licensors own and shall retain all right, title and interest, including, without limitation, all Intellectual Property Rights in and to the Licensed Software and any Work Product resulting from performance of the Services and any portions thereof, including without limitation any copy or Derivative Work of the Licensed Software (or any portion thereof) and any Updates and upgrades thereto. Selectron grants Licensee a license as defined in Exhibit D of this Agreement. Licensee agrees to take any action reasonably requested by Selectron to evidence, maintain, enforce, or defend the foregoing consistent with applicable law. Licensee shall not take any action to jeopardize, encumber, limit, or interfere in any manner with Selectron's or its licensors' ownership of and rights with respect to the Licensed Software or Service, or any Derivative Work or Update or upgrade thereto. The Licensed Software and any Work Product are licensed, not sold, and Licensee shall have only those rights in and to the Licensed Software and Work Product and any Derivative Work or Update or upgrade thereto as are expressly granted to it under this Agreement, including the EULA.

6. Proprietary Information

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During the Term of this Agreement and after the termination of this Agreement, the parties will take all steps reasonably necessary to hold the other party's Proprietary Information in confidence, will not use the disclosing party's Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without the disclosing party's express prior written consent; provided, however, that each party (the "**receiving party**") may disclose Proprietary Information of the other party (the "**disclosing party**") (a) to such receiving party's employees, directors, officers, contractors, and agents (collectively, "**Representatives**") who have a need to know such information and who have been advised of and have agreed to comply with the confidentiality restrictions contained in this Section 6 and (b) to such third parties as are authorized or directed by the disclosing party in writing. Each party shall be responsible and liable for the actions and omissions of its Representatives. "**Proprietary Information**" belonging to a disclosing party includes, but is not limited to, such disclosing party's (a) trade secrets, inventions, ideas, processes, formulas, source and object codes, data, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (b) information regarding its plans for research, development, new products, marketing and selling, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; (c) information regarding the skills and compensation of employees, and (d) other information about or belonging to such disclosing party that the receiving party should reasonably know, due to the nature of the information or the circumstances surrounding its disclosure, is regarded by the disclosing party as confidential. Proprietary Information includes reports, analyses, notes, and other information or materials that contain or are derived using the disclosing party's Proprietary Information, even if developed in whole or in part by the receiving party.

For clarity, information about the Licensed Software, including information about its features, functionality, and pricing, are and shall remain the Proprietary Information of Selectron. For further clarity, Licensee Data is and shall remain the Proprietary Information of Licensee.

Notwithstanding the foregoing, information will not be considered to be Proprietary Information if (a) it is readily available to the public other than by a breach of this Agreement; (b) it has been rightfully received by the receiving party from a third party without confidentiality limitations; (c) it has been independently developed by the receiving party without reference to or use of the disclosing party's Proprietary Information; or (d) it was rightfully known to the receiving party prior to its first receipt from the disclosing party. ; or (e) it is disclosed pursuant to applicable law, including but not limited to the Washington State Public Records Act, Chapter 42.56 of the Revised Code of Washington ("RCW"). In the event Licensee receives a request for records pursuant Chapter 42.56 RCW, Client shall, notify Selectron of such request and withhold disclosure of such information for not less than five (5) business days to permit Selectron to seek judicial protection of such information, provided that Selectron shall be responsible for attorney fees and costs in such action and shall save and hold harmless Licensee from any costs, attorney feels, or penalty assessment under Ch. 42.56 RCW.

7. Representations and Warranties; Warranty Disclaimer.

7.1 Mutual Representations. Each party represents and warrants to the other party that the execution, delivery and performance of this Agreement
(a) is within its corporate, municipal, or governmental powers, as the case may be (b) has been duly authorized by all necessary corporate, municipal, or governmental action on such party's part, and (c) does not and shall not contravene or constitute a default under, and is not and shall not be inconsistent with, any law, regulation, judgment, decree or order, or any contract, agreement, or other undertaking, applicable to such party.

7.2 Limited Software Warranty and Exclusive Remedy. Subject to the limitations set forth in this Agreement, Selectron represents and warrants to Licensee that the Licensed Software, when used in accordance with the Documentation, shall throughout the Term substantially conform to the functional specifications in such Documentation.

If Licensee finds what it reasonably believes to be a failure of the Licensed Software to substantially conform to the functional specifications in the Documentation, and provides Selectron with a written report that describes such failure in sufficient detail to enable Selectron to reproduce such failure, Selectron shall use commercially reasonable efforts to correct or provide a workaround for such failure at no additional charge to Licensee in accordance with Exhibit B hereto. Outside the United States, this limited warranty is only available with proof of purchase from an authorized source. EXCEPT FOR THE EXPRESS WARRANTY ABOVE, SELECTRON PROVIDES THE LICENSED SOFTWARE TO LICENSEE "AS IS" AND "AS AVAILABLE." SELECTRON MAKES NO WARRANTY THAT ALL ERRORS, FAILURES, OR DEFECTS SHALL BE CORRECTED, OR THAT ACCESS TO OR USE OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY SELECTRON, ITS AGENTS, OR ITS EMPLOYEES, SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT. This Section states the entire liability of Selectron and the sole and exclusive remedy of Licensee with respect to any breach of the foregoing express warranty.

7.3 Limited Services Warranty and Exclusive Remedy. Subject to the limitations set forth in this Agreement, Selectron warrants that the Services shall be performed in a professional and workmanlike manner. Selectron's sole obligation, and Licensee's exclusive remedy for breach of the foregoing warranty, is that Selectron shall use its commercially reasonable efforts to re-perform the Services or otherwise cure such breach. If, in Selectron's sole judgement, curing the breach is not

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commercially feasible, Selectron shall credit Licensee for a portion of the fees allocable to the affected period of time that is proportionate to the period the Services or Licensee's ability to access or use the Licensed Software was impaired.

7.4 Disclaimer of Other Warranties. THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 AND SECTION 8.5 CONSTITUTE THE ONLY WARRANTIES MADE BY SELECTRON WITH RESPECT TO THE LICENSED SOFTWARE AND THE SERVICES AND ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. SELECTRON MAKES NO OTHER, AND HEREBY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE LICENSED SOFTWARE, THE SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. SELECTRON EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. SELECTRON DOES NOT WARRANT THAT ANY USE OF OR ACCESS TO THE LICENSED SOFTWARE SHALL BE ERROR-FREE OR SECURE, OR THAT OPERATION OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION THEREWITH. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN SECTION 7 AND SECTION 8.5 OF THIS AGREEMENT.

7.5 Defects Not Covered by Warranties. Selectron shall have no obligations under Section 7.2 to the extent any nonconformance or failure of, or error in, the Licensed Software is caused by (a) use of any attachment, feature, hardware, software, or device in connection with the Licensed Software, or combination of the Licensed Software with any other materials or service, unless the combination is performed by Selectron; transportation, neglect, misuse, or misapplication of the Licensed Software, or any use of the Licensed Software that is not in accordance with this Agreement, the EULA, and/or the Documentation; (c) alteration, modification, or enhancement of the Licensed Software, except as may be performed by Selectron; (d) failure to provide a suitable use environment for all or any part of the Licensed Software; or (e) failure to maintain systems and environments that are compatible with Updates.

8. Security

(b) **Internet Security**. Selectron's Licensed Software is made available through the Internet and may be used to access and transfer information over the Internet. Licensee is solely responsible for the security and integrity of information it transfers from the Licensed Software, if any. Selectron makes no representations or warranties to Licensee regarding (a) the security or privacy of Licensee's network environment, or (b) any third-party technologies' or services' ability to meet Licensee's security and privacy needs. These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. Licensee is solely responsible for ensuring a secure environment for information it transfers from the Licensed Software, if any. Further, Licensee acknowledges and agrees that Selectron does not operate or control the Internet and that Selectron shall have no responsibility or liability in connection with a breach of security or privacy regarding the Licensed Software or information contained therein that is caused by (a) viruses, worms, Trojan horses, or other undesirable data or software; (b) unauthorized users, e.g., hackers; or any other third party or activity beyond Selectron's reasonable control; in each of the foregoing cases, except to the extent caused by Selectron's breach of Section 8.4 or 8.5.

8.1 Remote Access Security. In order to enable code development and support and maintenance of the software, Selectron may require remote access capability. Remote access is normally provided by installing PC-Anywhere, ControlIT, or other industry standard remote access software. It may also be provided through a Licensee solution such as VPN access. Regardless of what method is used to provide remote access, or which party provides remote access software, it is Licensee's responsibility to ensure that the remote access method meets Licensee's security requirements. Selectron makes no representations or warranties to Licensee regarding the remote access software's ability to meet Licensee's security or privacy needs. Selectron also makes no recommendation for any specific package or approach with regard to security. Licensee is solely responsible for ensuring a secure network environment.

8.2 Outbound Services Disclaimer. Outbound services are intended to create additional methods of communication for Licensee's employees who use the Licensed Software in support of existing processes. These services are not intended to replace all interaction with Licensee's end users or employees. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as software, computer hardware, network services, telephone services, and e-mail. Examples of situations that could cause failure include but are not limited to: down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Licensee acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature, when using the Licensed Software, and Licensee acknowledges and agrees that it is giving up in advance any right to sue or make any claim against Selectron, and that Licensee forever releases Selectron from any and all liability caused by (a) any failed call attempts (including excess of calls over and above network or

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system capacity), incomplete calls, or any busy- outs; (b) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder; or (c) if Licensee, Licensee's employees, or Licensee's end user suffer injury or damage due to the failure of outbound services to operate, even though Licensee does not know what or how extensive those injuries or damages might be, unless such losses were directly attributable to Selectron's gross negligence or willful misconduct.

8.3 Privacy and Security Standards. Selectron agrees that it will gather, collect, receive, generate, store, use, maintain, transmit, process, import, export, transfer and disclose the Licensee Data substantially in compliance with applicable data protection, security, breach notification and privacy laws, rules, regulations and industry standards to which Selectron is subject. Selectron shall, at all times, use reasonable measures to protect the confidentiality of the Licensee Data in its possession or care, including technical, administrative, and physical safeguards that are appropriate given the nature of the Licensee Data.

8.4 PCI Compliance. Selectron warrants that, during the Term of this Agreement, (a) all system components, people, processes, and the cardholder data environment that are used in Selectron's collection, transmittal, or other processing of PCI Data on behalf of Licensee are and shall remain compliant with the applicable provisions of PCI DSS; and (b) Selectron PayEngine™, Selectron's proprietary payment application, is and shall remain compliant with PA-DSS. On an annual basis or upon Licensee's request, Selectron shall provide Licensee with an Attestation of Compliance or Attestation of Validation confirming such compliance.

8.5 Incident Response. In the event Selectron becomes aware of a confirmed or suspected Security Incident involving the unauthorized disclosure or theft of PCI Data, Selectron shall (a) notify Licensee within 24 hours of when Selectron first becomes aware of Security Incident, (b) cooperate in any investigation, (c) promptly take reasonable measures to prevent further unauthorized access or use of the Licensee Data, (d) cooperate with Licensee's notification to affected individuals if such notification is required by applicable law or regulation, and (e) perform all such other acts, or cooperate with Licensee's performance of all such other acts, that are required with respect to such Security Incident by applicable law or regulation. Notifications concerning Security Incidents will be sent to Help.Desk@cityofvancouver.us.

8.6 Limited Scope of PCI Data Processing. The parties acknowledge that Selectron's sole processing of PCI Data on behalf of Licensee shall consist of (a) collecting PCI Data needed to facilitate payments to Licensee, (b) transmitting such PCI Data to a third party payment gateway designated by Licensee, and (c) receiving confirmation via the payment gateway that the payment transaction has been completed. After transmittal of PCI Data to the payment gateway, Selectron will not retain, store, or continue to use or process such PCI Data.

8.7 Data Transfers Between Licensee and Selectron. The parties acknowledge that, to facilitate providing the Services and the Licensed Software, Selectron and Licensee shall regularly transfer Licensee Data to each other. Licensee, not Selectron, is responsible for providing and maintaining a secure file transfer protocol for such transfer of Licensee Data, and shall be responsible for maintaining the security of the system components, environment, and procedures of such file transfer protocol.

8.8 Licensee's Privacy Practices. Licensee acknowledges that the Licensee Data includes information about individuals with whom Licensee, rather than Selectron, has direct relationships. Therefore, it is Licensee's obligation, and not Selectron's obligation, to provide any privacy notices or disclosures to, and obtain any consent from, such individuals as may be required by applicable law with respect to processing of the Licensee Data by Selectron on Licensee's behalf. Licensee represents, warrants, and covenants to Selectron that (a) Licensee has the authority to transmit the Licensee Data to Selectron; and (b) Selectron's collection, storage, transmittal, and other processing of the Licensee Data on behalf of Licensee, as described in the Documentation and this Agreement, does not and will not violate any applicable laws, regulations, ordinances, contracts, policies, orders, or decrees to which Licensee is subject.

9. Indemnification

9.1 Infringement Indemnity Obligations of Selectron. Selectron shall defend any action brought against Licensee to the extent it is based on a third party claim that use by Licensee of the Licensed Software as furnished hereunder, which use is in accordance with the terms and conditions of this Agreement, directly infringes or misappropriates any valid United States patent, copyright, or trade secret. Selectron shall pay any liabilities, costs, damages, and expenses (including reasonable attorney's fees) finally awarded against Licensee in such action that are attributable to such claim. Licensee agrees to promptly notify Selectron of any known or suspected infringement or misappropriation of Selectron's proprietary rights of which Licensee becomes aware. Should the Licensed Software become, or be likely to become in Selectron's opinion, the subject of any claim of infringement, Selectron may, at its option (a) procure for Licensee the right to continue using the potentially infringing materials; (b) replace or modify the potentially infringing materials to make them non-infringing; or (c) terminate this Agreement and provide Licensee with a refund equal to the set-up fees paid by Licensee, less an amount equal to the depreciated portion of such fees calculated on a five (5)

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year straight-line basis. This Section 9.1 states the entire liability of Selectron and the exclusive remedy of Licensee with respect to infringement of any third-party intellectual property or other rights, whether under theory of warranty, indemnity, or otherwise.

9.2 Infringement Indemnity Obligations of Licensee. Selectron shall have no liability for any claim based upon (a) the use, operation, or combination of the Licensed Software with non-Selectron programs, data, equipment, or documentation if liability would have been avoided but for such use, operation, or combination; use of other than the then-current, unaltered version of the Licensed Software that incorporates all Updates; Licensee's or its agents' or Employees' activities after Selectron has notified Licensee that Selectron believes such activities may result in infringement; (d) any modifications to or markings of the Licensed Software that are not specifically authorized in writing by Selectron; (e) any third party software; (f) any Licensee Data; or (g) Licensee's breach or alleged breach of this Agreement. Licensee shall indemnify, defend, and hold Selectron harmless for, from and against all liabilities, costs, damages, and expenses (including reasonable attorney's fees) awarded against or incurred by Selectron in such action(s) that are attributable to such claim.

9.3 Security Related Indemnity Obligations of Selectron. If an investigation performed by a qualified third party forensic investigator confirms that a Security Incident was caused solely by an act or omission of Selectron, including any security vulnerability in system components, procedures, or environments owned or controlled by Selectron, then Selectron shall defend, indemnify, and hold harmless Licensee for, from and against all liabilities, costs, damages, fines, penalties, and expenses (including reasonable attorney's fees) incurred by Licensee as a result of such Security Incident, including the reasonable costs of investigation and reasonable costs of notification to affected individuals and providing credit monitoring or other fraud prevention services, but only to the extent such notification, credit monitoring, or other fraud prevention services are required by applicable laws, regulations, a court order or consent decree, or the terms of a settlement and release of claims arising from such Security Incident that Selectron has consented to (collectively, "**Losses**").

9.4 Security Related Indemnity Obligations of Licensee. Selectron shall have no liability or obligation to defend or indemnify Licensee with respect to any Losses caused by Licensee's breach of Sections 8.8 or 8.9 or any Security Incident to the extent caused in whole or in part by an act or omission of Licensee or any third party (other than Selectron's subcontractors) or any of their affiliates, employees, directors, officers, agents, or contractors (other than Selectron), including without limitation any of the following acts or omissions: (a) their loss of control of any device, (b) their failure to maintain the confidentiality of log-in credentials, (c) their transmission of data via methods that are not secure, (d) their failure to maintain systems and environments that are compatible with any Update, (e) their violation of the applicable terms of this Agreement or any applicable laws, regulations, or industry standards, or (f) any vulnerability in their environment, systems, hardware, software, or physical or administrative security safeguards or procedures, including without limitation any vulnerability in the file transfer protocol maintained by Licensee pursuant to Section 8.8. Licensee shall indemnify, defend, and hold harmless Selectron for, from and against all Losses arising from any such Security Incident or Licensee's breach of Sections 8.7 or 8.8, including without limitation any expenses incurred by Selectron in complying with its obligations under Section 8.6.

9.5 Conditions for Indemnification. The parties' indemnification obligations hereunder shall apply only if (a) the party to be indemnified (the "**indemnitee**" notifies the party obligated to indemnify them (the "**indemnitor"**) in writing of a claim promptly upon learning of or receiving the same; and (b) the indemnitee provides the indemnitor with reasonable assistance requested by the indemnitor, at the indemnitor's expense, for the defense and settlement, if applicable, of any claim. The indemnitee's failure to perform any obligations or satisfy any conditions under this Section 9.5 shall not relieve the indemnitor of its obligations hereunder except to the extent that the indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

9.6 Control of Defense. After receipt of notice of a claim, the indemnitor shall be entitled, if it so elects, at its own cost, risk and expense (a) to take control of the defense and investigation of such lawsuit or action; and (ii) to employ and engage attorneys of its own choice to handle and defend the same; *provided, however,* that the indemnitee's consent shall be required for any settlement that does not include a full release of all claims. If the indemnitor fails to assume the defense of such claim within ten (10) business days after receipt of notice of the claim, the indemnitee will (upon delivering notice to such effect to the indemnitor) have the right to undertake, at the indemnitor's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnitor; provided, however, that such claim shall not be compromised or settled without the written consent of the indemnitor. The party that assumes control of the defense of the claim will keep the other party reasonably informed of the progress of any such defense, compromise or settlement. Notwithstanding the foregoing, the indemnitee shall be entitled to conduct its own defense at the cost and expense of the indemnitor if the indemnitee establishes that the conduct of its defense by the indemnitor would reasonably be likely to prejudice materially the indemnitee due to a conflict of interest between the indemnitee and the indemnitor; and provided further that in any event, the indemnitee may participate in such defense at its own expense.

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10. Limitation of Liability

10.1 Limited Remedy. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL SELECTRON OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR, OR BE OBLIGATED TO INDEMNIFY LICENSEE FOR, ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, OR INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR OTHER ECONOMIC LOSS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, EVEN IF SELECTRON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED.

10.2 Maximum Liability. Notwithstanding anything in this Agreement to the contrary or the failure of essential purpose of any limited remedy or limitation of liability, Selectron's entire liability arising from or relating to this Agreement or the subject matter hereof, under any legal theory (whether in contract, tort or otherwise), shall not exceed the amounts actually received by Selectron from Licensee hereunder in the twelve (12) months immediately preceding the action that gave rise to the claim. Licensee acknowledges that the Service Fees reflect the allocation of risk set forth in this Agreement and that Selectron would not enter into this Agreement without the limitations on liability set forth in this Agreement. Cyber Liability Insurance. Selectron shall obtain and keep in force during the entire term of this Agreement, cyber liability insurance covering claims involving privacy violations, data breach, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The amount of coverage provided by such insurance shall be not less than Two Million Dollars ($2,000,000) combined single limit. The City of Vancouver, Washington shall be named as an additional insured with respect to all such policies. Selectron shall provide evidence of all insurance required, at Client's request, by submitting an insurance certificate to Licensee on a standard "Acord" or comparable form.

11. Term and Termination

11.1 Term. The term of this Agreement shall commence on the Effective Date and continue for an initial period of five (5) years therefrom (the "**Initial Term**"), and shall automatically renew for successive one (1) year periods unless either party notifies the other of its intention not to renew at least ninety (90) days before the end of the then-current term (collectively, the "**Term**"). If Licensee cancels prior to the end of the Initial Term of five (5) years, all fees for the Initial Term of this agreement that are unpaid will become immediately due.

11.2 Termination for Default. If either party materially defaults in any of its obligations under this Agreement, the non-defaulting party, at its option, shall have the right to terminate this Agreement by written notice to the other party unless, within sixty (60) calendar days after written notice of such default, the defaulting party remedies the default, or, in the case of a default which cannot with due diligence be cured within a period of sixty (60) calendar days, the defaulting party institutes within the sixty (60) day-period substantial steps necessary to remedy the default and thereafter diligently prosecutes the same to completion. Notwithstanding anything herein to the contrary, in the event Licensee breaches the EULA or Sections 2.2, 5 and/or 6 of this Agreement, Selectron may immediately terminate this Agreement. Licensee shall notify Selectron within twenty-four (24) hours of Licensee's becoming aware of any breach (other than by Selectron) of the terms and conditions of this Agreement, including, without limitation, any breach of Sections 2.2, 5 or 6.

11.3 Termination for Bankruptcy. Either party may terminate this Agreement if the other party
(a) becomes insolvent; (b) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (c) is declared insolvent or admits its insolvency or inability to pay its debts or perform its obligations as they mature; or (d) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment, or composition, or makes a general assignment for the benefit of creditors, provided that, in the case of an involuntary proceeding, the proceeding is not dismissed with prejudice within sixty
(60) days after the institution thereof.

11.4 Effect of Termination. Upon the expiration or termination of this Agreement, all rights and licenses granted to Licensee hereunder shall immediately and automatically terminate. Within ten (10) days after any termination or expiration of this Agreement, Licensee shall, at its sole expense, return to Selectron (or destroy, at Selectron's sole election) all Licensed Software and Proprietary Information of Selectron (and all copies, summaries, and extracts thereof) then in the possession or under the control of Licensee and its current or former employees. Licensee shall notify Selectron in writing that, to the best of its knowledge, such delivery or destruction has been fully effected. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms. Either party's termination of this Agreement shall be without prejudice to any other right or remedy that it may have at law or in equity, and shall not relieve either party of liability for breaches occurring prior to the effective date of such termination. Any provisions that would reasonably be expected by the parties to survive termination of this Agreement shall survive such termination, including without limitation the provisions of the EULA and Sections 1 ("Definitions"), 2.2 ("Software Restrictions"), 2.3 ("Data Restrictions"), 2.4 ("Rights in Aggregate Data"), 4 ("Fees and Payment") (with respect to

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amounts accrued but as-yet unpaid), 5 ("Proprietary Rights"), 6 ("Proprietary Information"), 7 ("Representations and Warranties; Warranty Disclaimer"), 8 ("Security"), 9 ("Indemnification"), 10 ("Limitation of Liability"), 11 ("Term and Termination") and 12 ("General Provisions").

12. General Provisions

(a) **Notices**. Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement, and shall be deemed to be properly given (on the earliest of) (a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt; or (c) upon receipt three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All notices shall be sent to City of Vancouver, Attn: IT Manager P.O. Box 1995 Vancouver, Washington 98668 (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section 12.1).

12.1 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, U.S.A., without reference to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to and shall not be used to interpret this Agreement. Any dispute regarding this Agreement must be brought in the state or federal courts located in Clark County, Washington, U.S.A.

12.2 Construction. This Agreement has been negotiated by the parties and their respective counsel. This Agreement shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.

12.3 Attorneys' Fees. If any legal action is brought relating to this Agreement or the breach hereof, the prevailing party in any final judgment shall be entitled to the full amount of all reasonable expenses, including all court costs and reasonable attorney fees paid or incurred.

12.4 Injunctive Relief. In the event that Licensee breaches any provision of the EULA or Sections 2, 5, or 6 or any other material provision of this Agreement, Licensee acknowledges and agrees that there may be no adequate remedy at law to compensate Selectron for such breach, that any such breach may result in irreparable harm to Selectron that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, Selectron shall be entitled to seek injunctive and other appropriate equitable relief , in addition to whatever remedies Selectron may have at law, in equity, under this Agreement, or otherwise.

12.5 Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement, shall be in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder, operate as a waiver of any right or remedy.

12.6 Severability. If the application of any provision of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties, and reformed without further action by the parties, to the extent necessary to make such provision valid and enforceable. Without limiting the generality of the foregoing, Licensee agrees that Section 7.4 will remain in effect notwithstanding the unenforceability of any other provision hereof.

12.7 Independent Contractor Relationship. Selectron's relationship with Licensee will be that of independent contractor, and nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, or employer-employee relationship. Licensee is not an agent of Selectron and is not authorized to make any representation, contract, or commitment on behalf of Selectron, or to bind Selectron in any way. Selectron is not an agent of Licensee and is not authorized to make any representation, contract, or commitment on behalf of Licensee, or to bind Licensee in any way. Selectron will not be entitled to any of the benefits that Licensee may make available to its employees, such as group insurance, profit sharing, or retirement benefits.

12.8 Force Majeure. Neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, error in the coding of electronic files, Internet or other network "brownouts" or failures, power failures, novelty of product manufacture or other unanticipated product development problems, and acts of civil and military authorities; provided that such party gives the other party prompt written notice of the failure to perform and the reason therefor and uses its reasonable efforts to limit the resulting delay in its performance and to mitigate the harm or damage caused by such delay.

12.9 Public Announcements. Licensee shall cooperate with Selectron so that Selectron may issue a press release concerning this Agreement; provided, however, Selectron may not release any such press release without the prior approval of Licensee (which shall not be unreasonably withheld, delayed, or conditioned). However, without seeking prior approval in each instance, Selectron shall have the right to

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use Licensee's name as a customer reference, and to use Licensee's trade name on Selectron's customer lists.

12.10 U.S. Government Rights. (a) The Licensed Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R.12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R 227.7202-1 through 227.7202-4, the Licensed Software are licensed to any U.S. Government End Users (i) only as a commercial item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Manufacturer is Selectron Technologies, Inc., 12323 SW 66th Avenue, Portland, OR 97223, USA. This Section, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202 is in lieu of, and supersedes, any other Federal Acquisition Regulation, Defense Federal Acquisition Regulation Supplement, or other clause or provision that addresses United States Government rights in computer software, technical data, or computer software documentation.

(b) The parties agree that, in the event that Licensee is a governmental entity, all other state and local governments within Licensee's state may purchase a license from Selectron to use the Licensed Software under the same terms and conditions as set forth in this Agreement by entering into a master services and hosting agreement with the same terms and conditions as set forth herein with Selectron and be compliant with the Washington State interlocal Cooperation Act, Ch 39.34 RCW with no liability to the licensee.

12.11 Export Controls. The Licensed Software is subject to the export control laws of the United States and other countries. Licensee may not export or re-export the Licensed Software, unless Licensee has first obtained Selectron's prior written permission and the appropriate United States and foreign government licenses, at Licensee's sole expense. Licensee must otherwise comply with, and contractually require that all of its employees comply with, all applicable export control laws and regulations in the use of the Licensed Software. None of the Licensed Software may be downloaded or otherwise exported or re-exported (a) into any country for which the United States has a trade embargo, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List. Licensee represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list. Licensee shall defend, indemnify and hold Selectron and all successors, assigns, affiliates, suppliers, and each of their officers, directors, employees, and agents harmless for, from, and against any and all claims, allegations, damages, liabilities, and costs and expenses (including without limitation attorneys' fees and costs) arising out of Licensee's violation of such export control laws. Licensee further agrees to comply with the United States Foreign Corrupt Practices Act, as amended.

12.12 Captions and Section Headings. The captions and Section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

12.14 Right to Review. The Licensee shall have the right to review the financial and service components of this program, limited in scope to the supporting information and documentation related specifically to this agreement. Such review may occur with adequate notice and by providing all requests in writing. Selectron shall preserve and maintain all financial records, and records relating to the performance of work under this Agreement, for 12 months after contract termination.

12.15 Debarment. By signing this Agreement, Selectron certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or city department or agency. The Agency also agrees to include the above requirement in any and all subcontracts in which it enters. The Agency shall immediately notify the City if it becomes debarred.

12.16 E-Verify. Selectron shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Selectron shall ensure all Selectron employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Selectron shall provide verification of compliance upon Licensee's request. Failure by Selectron to comply with this subsection shall be considered a material breach.

12.17 Business License. Selectron will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply.

12.18 Nondiscrimination. Licensee is an equal opportunity employer. In the performance of this Agreement, Selectron will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap

12.19 Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and, when taken together, shall be deemed to constitute one and the same agreement. Each party agrees that the delivery of this Agreement by facsimile transmission or by PDF attachment to an e-mail transmission will be deemed to be an original of the Agreement so transmitted and, at the request of either party, the other party will confirm facsimile or e-mail transmitted signatures by providing the original document.

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12.20 Modification; Subsequent Terms. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of Selectron and Licensee. To the extent that the terms and conditions of the Exhibits hereto or Exhibits to subsequent amendments or modifications of or to the Agreement ("Subsequent Terms") differ from those herein, those Subsequent Terms shall control the interpretation and any conflict resolution thereof. The terms on any purchase order or similar document submitted by Licensee to Selectron will not modify the terms and conditions of this Agreement.

12.21 Entire Agreement; Amendment. This Agreement, including the Exhibit(s) attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements, and communications, whether oral or written, between the parties relating to the subject matter of this Agreement, and (b) all past courses of dealing and industry custom.

12.22 Evaluation and Compliance with the Law. Selectron shall have the authority to control and direct the performance and details of the work described herein. Selectron agrees to comply with all relevant, federal, state and municipal laws, Policies, rules, and regulations.

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In Witness Whereof, the parties have caused this Agreement to be executed by duly authorized representatives of the parties as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

DocuSigned by:
75A9183485CA467...
Eric Holmes, City Manager

8/5/2021
Date

Attest:

DocuSigned by:
BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
9A7DC2E31F694A2...
Jonathan Young, City Attorney

CONTRACTOR:
Selectron Technologies, Inc

DocuSigned by:
24E05009D5D8497...
Signature

Todd Johnston President
Printed Name /Title

7/21/2021
Date

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EXHIBIT A

Scope of Work

PRICING DETAILS FOR 5-YEAR TERM OPTION

	Unit Cost	Total Cost
RELAY PLATFORM UPDATE		
Relay IVR for Utility	$35,000	$35,000
Relay IVR for Permits	$30,000	$30,000
Relay IWR for Utility	$15,000	$15,000
Relay IWR for Permits	$15,000	$15,000
20 Production Voice Ports	$2,000	$40,000
Outbound Channel License	$5,000	$5,000
1 Outbound Notification – Delinquency	$1,500	$1,500
12-Month Inspection Results & History	$6,000	$6,000
CommunitySelect	$9,500	$9,500
Utility Notification	$3,000	$3,000
Plan Review Status	$7,500	$7,500
2 Test IVR Voice Ports	$1,000	$2,000
RELAY UPDATE TOTAL		**$169,500**
MANAGED ENVIRONMENT SETUP & CONFIGURATION		
Move to Managed Environment		$20,000
MANAGED ENVIRONMENT SETUP & CONFIGURATION TOTAL		**$20,000**
NEW ADD-ONS FOR UTILITIES:		
Replace CommunitySelect with Inbound Builder		$7,500
Advanced Payments & Profile Management Bundle		$90,000
E-Billing Enrollment & Management		$15,000
Outbound Notification – Shutoff Notification		$1,500
Payment Extension		$8,750
Display E-Bill Enrollment Status on Relay IWR Solution		$2,000
NEW ADD-ONS FOR UTILITIES TOTAL		**$124,750**
NEW ADD-ONS FOR PERMITS:		
Credit Card & E-Check Payments for IVR and Web		$31,500
Plan Review Status		$0
Outbound Notification – Expiring/Expired Permit Notification		$1,500
IPS Logging for: Utility Notifications, Expiring/Expired Permit Notifications, and Contractor Voicemail Messages for Inspectors		$6,000
NEW ADD-ONS FOR PERMITS TOTAL		**$39,000**
TOTAL PROJECT SETUP COST		**$353,250**

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DISCOUNTS		
Relay Platform Update Discount		($81,150)
Managed Environment Setup & Configuration Discount		($20,000)
Preferred Payment Vendor Forte		($30,000)
Inbound Builder		($7,500)
New Add-Ons for Utilities		($62,375)
New Add-Ons for Permits		($19,500)
	DISCOUNTS TOTAL	**($220,525)**
TOTAL ONE-TIME PROJECT SETUP COST AFTER DISCOUNT		**$132,725**

BUNDLES AND SERVICE FEES	**Unit Cost**	**Total Cost**
ANNUAL BUNDLES AND SERVICE FEES		
Utilities: IVR/IWR Managed Service Fee		$43,755
Utility Annual Service Fee Discount		($18,988)
Utilities: Inbound Call Bundle (320,000 calls)	$0.40	$128,000
Utilities: Outbound RCS Bundle (100,000 messages)	$0.15	$15,000
Permits: IVR/IWR Managed Service Fee		$40,245
Permits Annual Service Fee Discount		($18,987)
Permits: Inbound Call Bundle (25,000 calls)	$0.40	$10,000
	BUNDLE AND SERVICE FEE TOTAL	$199,025
ANNUAL DISCOUNTS		
Utilities: Inbound Call Bundle (320,000 calls)	($0.15)	($48,000)
Permits: Inbound Call Bundle (25,000 calls)	($0.15)	($3,750)
	DISCOUNTS TOTAL	($51,750)
BUNDLE AND SERVICE FEE TOTAL AFTER DISCOUNT		**$147,275**
TOTAL FIRST YEAR COST		**$280,000**

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Required Items Not Included with Relay

- Required Existing Infor Hansen application database interface (API)
- Relay does not include merchant account provider or payment gateway costs or associated fees

Quote Notes

- Application Database Integration: Infor Hansen
    - A Standard Application Database is defined as an Application Database that exposes the needed data and transaction business rules via an API. All functionality listed in the Application Packs is contingent on the accessibility of the data and business logic from the Application Database via an API.
    - Integration to Hansen requires appropriate ports enabled within the City of Vancouver's network and VPN connectivity, as determined is necessary during the system implementation

- Payments: Relay can be integrated to either Forte or Paymentus for gateway & processing services
- Number of IVR Ports: 20 for Production IVR and 2 for Test IVR
- Telephone Number: IVR service requires a local-to-customer phone number. Selectron can either use an existing number provided by customer, or obtain and provide a number if needed.
- Call Definition: IVR Services are provided by the Call. A Call is defined as a successful completed connection. A Call can be up to 4 minutes in length, with each additional 4-minute period counted as an additional Call. Actions such as transfer that result in multiple connected circuits are counted on the per circuit basis and are measured for the duration of the connection including the time after a transfer occurs.

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CONTRACT LENGTH

The following fully illustrates year over year pricing based on a 5-year commitment. *

5 YEAR CONTRACT

*Year over year pricing***	***Retail***	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**TOTAL**
Relay Platform Setup	*$169,500*	$50,850					$50,850
Managed Environment Setup & Configuration	*$20,000*	$0					$0
Utilities: New Modules	*$124,750*	$62,375					$62,375
Permits: New Modules	*$39,000*	$19,500					$19,500
Utilities: Annual Service Fee	*$48,131*	$43,755	$45,943	$48,240	$50,652	$53,184	$241,774
Utility Annual Service Fee Discount		-$18,988	-$4,725	-$6,930	-$9,245	-$11,676	-$51,564
Utilities: Inbound Call Bundle *(320,000 calls)*	*$128,000*	$80,000	$80,000	$80,000	$80,000	$80,000	$400,000
Utilities: Outbound RCS Bundle *(100,000 messages)*	*$15,000*	$15,000	$15,000	$15,000	$15,000	$15,000	$75,000
Permits: Annual Service Fee	*$44,245*	$40,245	$42,257	$44,370	$46,589	$48,918	$222,379
Permits Annual Service Fee Discount		-$18,987	-$4,725	-$6,930	-$9,246	-11,676	-$51,564
Permits: Inbound Call Bundle *(25,000 calls)*	*$10,000*	$6,250	$6,250	$6,250	$6,250	$6,250	$31,250
TOTAL	***$598,651***	**$280,000**	**$180,000**	**$180,000**	**$180,000**	**$180,000**	**$1,000,000**

** All contracts including non-appropriations or termination for convenience without penalty will utilize Retail pricing.*
*** All discounted pricing based on the City using Forte or Paymentus for Credit Card Gateway & Processing for all Selectron applications.*

- *This agreement is a purchase, per the rates outlined above, for a 5-year period. Payment for all costs shall not exceed $1,000,000 unless authorized in writing by the City, unless the Parties agree to additional scope in writing.*

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MANAGED SERVICES PAYMENT TERMS

Payment Terms
Receipt of Purchase Order by the Customer will constitute acceptance of the terms and conditions utilized in the Professional Services Agreement executed with the initial purchase of your interactive system.

Selectron Technologies expects payment to occur within 30 days of receipt of invoice unless otherwise agreed to in the contract or purchase order terms and conditions. All presented pricing is in US Dollars.

Setup and New Module Fees Payment Schedule
25% Invoiced at contract to procure hardware/rack space, etc.
25% Invoiced at execution of system design documents
30% Invoiced upon delivery of system to user
20% Invoiced at "System Go-Live."

"**System Go-Live**" shall be the earlier of: (a) final system acceptance by Licensee assuming Licensee has used commercially reasonable diligence and efforts to test functionality; or (b) upon live operation of any system component that would allow citizen use of the system; (c) 90 days from delivery of the system to Licensee provided that no material deficiencies (equivalent to Class A or Class B Errors as defined within Exhibit B) are reported to Selectron and remain unresolved by Selectron by the end of the 90-day period.

Annual Fees and Bundle Fees Payment Schedule
100% Due upon System Go-Live and then 45 days prior to next service year or upon reload of messages.

Any prepaid maintenance and support fees will be credited towards the first year of managed service fees. Subsequent service fees will be invoiced 45 days prior to beginning of next service year.

Outbound messages are purchased in annual call bundles. Calls, as defined by the agreement, that are not used rollover to the next qualifying renewal. The rollover calls from one period may only be used to offset overages in the next immediate period. If there are no overages from one period, the rollover calls from the prior period expire.

A qualifying renewal is one that is equal to or greater than the previous period. If customer chooses to reduce their annual plan renewal, rollover calls do not apply.

PremierPro On-going Support
An active Support and Maintenance Agreement and all applicable fees are required as qualification for the discounted pricing offered in this quote.

Taxes
Sales Tax or any other applicable taxes are **NOT** included in any of this proposal's pricing information. If taxes become applicable, these taxes will then need to be added to the proposed pricing.

Notices
All notices, invoicing and correspondence, with the City's contract number identified & the Projects Manager's (PM) name, are to be sent to:

Vendor Information
Selectron Technologies, Inc.
12323 SW 66th Avenue, Portland, Oregon
97223Phone: 866.878.0048 | Fax: 03.443.2052

Licensee Information
City of Vancouver/IT Manager/(PM name), P.O. Box 1995, Vancouver, Washington 98668

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EXHIBIT B

Service Level Agreement

This Exhibit provides the terms and conditions and service levels for Selectron's Hosting and Maintenance of the Licensed Software, including both the production and test severs.

1.0 DEFINITIONS

Any capitalized terms used in this Exhibit, "Hosting, Maintenance, and Technical Support," that are not defined below shall have the same meaning as defined in Section 1 of the Agreement. The following definitions are used only within this Exhibit and shall have the meaning stated herein only for application within this Exhibit.

"Basic Support Hours" shall mean Monday through Friday, 5:00 am to 5:00 pm Pacific Time, excluding United States federal holidays.

"Downtime" means minutes when the Licensed Software is unavailable.

"Emergency Maintenance" means Maintenance performed in response to a Force Majeure Event or with the aim to prevent an Error; Selectron shall notify the City as soon as possible, but no later than within two hours after commencement of Emergency Maintenance.

"Error" means any failure of the Licensed Software or the Service, as applicable, to conform in any material respect with the Documentation.

"Error Correction" means either a bug fix, patch, or other modification or addition that brings the Licensed Software or the Service, as applicable, into conformity with the Documentation.

"Maintenance" means Services provided by Selectron to the City to keep the System conforming to the Documentation and to respond to requests by the City.

"Priority A Error" means an Error that causes the Licensed Software or Services to be (i) severely impacted, resulting in a complete loss of Access or Use, or (ii) significantly degraded resulting from an essential element of the Licensed Software or Services being non-functional and materially unavailable to a material percentage of Authorized Users without a Workaround being available.

"Priority B Error" means an Error that (i) substantially degrades the performance of the System, (ii) materially restricts Customer's Use of the System, or (iii) causes the System to be materially unstable or have periodic interruptions over a sustained period of time.

"Priority C Error" means an Error that (i) causes only a minor impact on Customer's Use the System, (ii) causes a minor degradation not visible to Users, or (iii) that is cosmetic or otherwise not material to the essential functions of the System.

"Scheduled Maintenance" means the number of minutes that is scheduled for regular maintenance on the System, maintenance normally occurs weekly on any weekday between 09:00pm to 06:00am Pacific Time with a maximum planned Downtime of 240 minutes per month. Whenever possible the City will be provided advance written notice of Downtime relating to Scheduled Maintenance.

"System Availability" means the total number of minutes within the applicable month less any time designated by Selectron as planned Downtime.

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"Scheduled Downtime" means Scheduled Maintenance, Customer Configuration Maintenance, and Emergency Maintenance.

"Unscheduled Downtime" means a System outage (other than those arising from Maintenance, Scheduled Maintenance, Emergency Maintenance, events of Force Majeure, or City systems or the City 's third party systems) that prevents City Users or the City 's end users from consummating transactions.

"Workaround" means with respect to any Error, the provision of a temporary repair used to bypass, mask or otherwise avoid the Error until a permanent repair is available.

2.0 ERROR REPORTING

2.1 Selectron shall provide Maintenance and Error Corrections to the Licensed Software and Services as required to keep the Licensed Software and Services performing in all respects to the Documentation, and to correct reported Errors that are diagnosed by the City. Selectron shall coordinate isolation and diagnosis of Errors, testing and repair work for the response, tracking, and resolution of all Errors.

2.2 Selectron shall provide Customer with telephone support twenty-four (24) hours per day, seven (7) days per week for the reporting of and response to Priority A Errors, and telephone support during Basic Support Hours for the reporting of Priority B and Priority C Errors.

2.3 When reporting an Error, the City will provide Selectron with sufficient explanation of the circumstances under which the Error occurred or is occurring, and the City shall reasonably classify the Error as a Priority A, B, or C Error.

3.0 ERROR RESPONSE AND RESOLUTION

3.1 Selectron shall use commercially reasonable efforts to correct Errors. Selectron shall provide a first response, first update and subsequent updates for each Error according to time periods described in the following table, in accordance with the priority level actually assigned by the City to such Error.

Incident	First Response	First Update	Subsequent Updates	Resolution
Priority A Error	1 hour	1 hour	Every 2 hours	Workaround within 24 hours; Error Correction within 48 hours, or other time as mutually agreed
Priority B Error	3 hours during Basic Support Hours	2 hours during Basic Support Hours	Every 2 hours during Basic Support Hours	Workaround within 48 hours; Error Correction within 5 Business Days, or other time as mutually agreed
Priority C Error	3 business days	5 business days	5 business days	Workaround within 6 Business Days; Error Correction within three weeks, or other time as mutually agreed

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3.4 A response may be provided to the City by email. A status update on the Error may be provided by email or may be made available online, on a status website which has been communicated to the City. Each update shall include a description of (a) functionality affected; (b) the start time of the Error; and (c) current status of Error Correction.

3.5 If the Parties have a good faith dispute whether an Error is priority level B or C, the Parties shall negotiate in good faith, including escalation to their respective executives, for resolution within three (3) Calendar Days of notice of the dispute. The Parties, in their respective discretion, may mutually agree to an alternative dispute resolution process for prompt and discrete resolution of the Severity Level dispute.

4.0 SYSTEM AVAILABILITY

4.1 Selectron's goal for System Availability is set forth in the table below.

Service Level	Goal	Measure Start	Measure End
System Availability (24x7x365)	99.9%	First day of the month	Last day of the month

System Availability shall be measured over the period of each calendar month and calculated as set forth above. System Availability shall be measured on a pro-rated basis for the month of Acceptance.

4.2 Availability shall be calculated as a percentage using the following formula:

System Availability = (total minutes in given month minus Unscheduled Downtime) divided by total minutes in a given month

The System Availability and goal is for the production server only. The test server shall be considered independent and not calculated as part of System Availability.

4.3 In the event that the Error Response and Resolution parameters in Section 3.1 are not being met, the Parties agree to escalate the issue to their respective Executive teams, who will meet to discuss next steps and improvement measures.

5.0 BACK-UP

5.1 Selectron shall back up City data collected by Selectron on a periodic basis throughout the day, with a full backup performed nightly. On a weekly basis, Selectron shall verify such backups are complete, accurate, and accessible. The combination of incremental and daily backups will ensure that no more than twenty-four (24) hours of data loss will be incurred in the event of a disaster.

5.2 Within the primary datacenter, Selectron shall maintain redundancy for all required server, storage, data base, network, and Internet connectivity to prevent against disruption of the System due to a single hardware device or connectivity failure.

6.0 DISASTER RECOVERY

6.1 Disaster Recovery. In event that Selectron declares a "disaster" status (as described in Section 6.2 below), Selectron will use best efforts to restore the system at a secondary hosting site (either the current alternate collocation site or Selectron's own facilities) on a temporary basis. This effort

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will take between 2 and 10 days and requires support from the City. As the solution is a complex system reliant on third party systems, Selectron's ability to restore the system will be limited to the elements within Selectron's immediate control. Examples of other systems that could delay restoration include the hosted backend database, the City's network, the regional and national telephone and internet backbones, as well as other interdependent systems.

6.2 Declaration of Disaster Status. Selectron will declare "disaster" status within one day of its reaching the reasonable belief that an event will cause a complete loss of Service for seventy-two (72) hours or more. At this time Selectron will contact the City to initiate a recovery plan. The City will be requested to provide direction on priority and availability of necessary assistance for restoration. Selectron will begin recovery efforts coordinated with the City's priorities for bringing systems back on line.

7. **EXCEPTIONS**

The terms of this Exhibit do not apply during the following times of exception:

7.1 Service outages beyond Selectron's immediate control, such as Force Majeure Events or an outage caused by the City, such as the City's permitting or utility databases being unavailable.

7.2 Outages following a scheduled Update or Upgrade of the Software, where the City did not participate in coordinated functional testing and the coordinated functional testing could have reasonably determined the issue.

7.3 Outages during the initial project implementation phase, or any subsequent major changes to the Software and/or Hosting environment that the City requests, or any major changes being made to the City's networks or systems.

8.0 LIMITATIONS

8.1 The terms and conditions of this Exhibit apply only to Services related to the production and test environments of the Licensed Software and Services in conformity with the Documentation.

8.2 Unless agreed to by the Parties in writing, this Exhibit does not apply to, and the City may not deploy to City's end users, the Licensed Software on beta, test and other pre-production release Hardware or operating systems.

8.2 Services provided by Selectron under this Exhibit do not include the restoration of data which has been modified or deleted by the City, the provision of additional training because of Updates to the Licensed Software, consulting and training regarding the Use of the Licensed Software or Services and the adjustment of interfaces within the City's systems.

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EXHIBIT C

Statement of Work

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Statement of Work

Relay

Utilities, Permitting

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1. Overview

This Statement of Work (SOW) outlines the services provided by Selectron Technologies, Inc. (Selectron) to Vancouver, WA (Vancouver or Customer). This SOW is in the context of Vancouver's move from Selectron's Gen4 solution to the Relay platform; from on-premise to Selectron's managed service; from CyberSource to Forte for payment processing. The features, functionality, and services are provided through Selectron Technologies' Relay communication platform (Relay).

1.1. Revision History

Version #	Details	Date
1.0	Initial Release	3/7/2019
1.1	Revisions per 4/23/2019 meeting	6/20/2019
1.2	Revisions	7/11/2019
1.3	Payment gateway revisions	10/8/2019

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2. Functionality

This section details the functionality of each application included in Relay. All functions and features are dependent upon the accessibility of Vancouver's IPS application database to provide the given data to Relay.

2.1. The Relay Platform

Vancouver's solution is powered by Selectron's Relay platform. Relay is a multi-channel, multi-agency platform that is designed to connect customers, constituents, and field workers to government agencies and utilities. Relay offers interactive voice response (IVR), web, mobile, outbound, call center agent, and field worker capabilities all in a single platform.

The following sections detail the functionality that will be implemented for Vancouver. Additional channels, applications, and integrations that are not specified in this SOW are not included, but may be able to be added to the system under a supplemental statement of work. Please contact your Selectron representative for more details for additional functionality.

2.1.1. Application Packs and Channels

Vancouver's solution includes the following application pack and channels:

- Application packs:
  - Utility Pack
  - Permit Pack
- Channels:
  - IVR
  - Web
  - Outbound

2.2. Utility Pack

Vancouver will be configured with the Utility Pack. The Utility Pack offers Vancouver's customers with a central point of access for account management and payments. Citizens will be able to enter an account number and access account data and activities, including:

- Current balance owed
- Last billing date and amount (up to last 6)
- Last payment date and amount (up to last 6)
- Payment Processing – Credit Card and E-Check

In addition to the above, the following add on features are included with this implementation of the Relay Utility Pack:

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- Manage User Name & Password – Web only
- Consumption and Usage History – Web Only
- Recurring Payments – IVR and Web
- Shopping Cart –Web
- Customer Profiles
    - Multiple utility accounts – Web
    - eBilling enrollment and management – IVR and Web
        - Display account holder's E-Bill enrollment status when user is logged into Relay Web (will require Vancouver interface assistance)
    - Username Authentication/Password Retrieval – Web Only
- Advanced Payments
    - Stored payment method – IVR and Web
    - Schedule future payment – IVR and Web

All account information is made available through an API to the IPS application database. For any of the features detailed below to function as described, data must be available in this database to be presented to users.

2.2.1. IVR Channel

The IVR Channel for the Utility Pack provides callers with an Interactive Voice Response (IVR) system for accessing account information and making payments over the phone.

Citizens can call the Utility IVR channel in order to hear account information and to make a payment. Citizens will access their account using an account number. The IVR validates this data against the IPS application database. Once the account is validated, the IVR will speak the service address, followed by the current balance owed and due date. During the kickoff phase of the implementation project, Selectron and Vancouver will need to determine the exact terminology and methodology around presenting 'current' and 'delinquent' amount due to the user. The caller will then be given the option of making a payment. If no payment is due, then the IVR will speak that there is currently no payment due.

Using the IVR, callers will also be presented with other options, as listed under Utility Pack, above.

Callers will also be able to transfer to an agent. If a caller requests a transfer, the IVR performs a transfer to a number specified by Vancouver.

2.2.2. Web Channel

The Web Channel for the Utility Pack provides users with a web system for accessing account information and making payments over the internet.

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Citizens can log onto the web channel in order to view account information as well as make a payment. Citizens will validate their account using an account number and password. The Web Channel validates this data against the IPS database. Once the account is validated, the citizen will be able to view account information, including balance due and due date (if any). The total amount due includes an aggregate of current and delinquent amounts owed. The citizen will then be given the option of making a payment (if one is due).

Using the web channel, users will also be able to view other account information as listed under Utility Pack, above.

2.2.2.1. Responsive Design

The Web Channel for the Utility Pack includes a mobile-friendly responsive web site for accessing account information and making payments over the internet. Selectron targets a range of the most popular devices and form factors for responsive design – if Vancouver needs to support a specific device or form factor, additional development time and professional services may be required.

2.2.2.2. Hosted Web Certificate

Because this implementation includes a web application on a hosted environment, it is Vancouver's responsibility to provide Selectron with a certificate in order to deploy the web site under Vancouver's domain.

2.2.3. Add Ons

The following Add Ons are included with Vancouver's Utility Pack. These add ons provide additional functionality for the channel(s) purchased as part of this Relay solution.

2.2.3.1. Manage User Name & Password (Web Only)

Using the web channel, Relay Web for Utilities users can create a profile to associate with a utility account. The profile will include an email address and password as a two-factor login. The web system sends a confirmation email to the email login address and a user must respond to this email to activate the user profile. When a user attempts to claim a utility account, the user enters the desired account number and last four digits of social security number (if the utility billing system's interface does not support the return of SSN, the secondary piece of validation information will be agreed upon by the Vancouver and Selectron). A successful claim attempt results in the desired utility account becoming associated with the user profile. A user may associate multiple utility accounts with a single user profile.

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When logged in using a user profile, a user may see a list of all utility accounts associated with the user profile. The user may select an individual utility account to view associated account information and perform self-service activities against that account. A utility account may be associated with more than one user profile.

2.2.3.2. Consumption and Usage History (Web Only)

Help account holders visually chart the utility consumption and usage figures from their monthly bills over a 12-month timespan.

2.2.3.3. Customer Profiles: Multiple Utility Accounts (Web Only)

Within their user profile, account holders will be able to manage multiple utility accounts for easy payments and usage monitoring, all with a single login.

2.2.3.4. Customer Profiles: eBilling Enrollment and Management (Web Only)

Perfect for “green” initiatives, offer your account holders who have created a Web profile the option of receiving their monthly bill digitally via email rather than a paper statement delivered via postal mail.

An account holder’s e-bill enrollment status will be displayed when a user is logged into the Relay web solution. This particular functionality will require Vancouver interface assistance.

2.2.3.5. Customer Profiles: Username Authentication/Password Retrieval (Web Only)

Assist account holders who have created a web profile in retrieving their username and resetting their password credentials, in case they are ever forgotten.

2.2.3.6. Advanced Payments: Stored Payment Method (IVR and Web)

After making a payment with credit card or eCheck, account holders will be asked whether they would like to store that payment method to their account for future use, eliminating the need to re-enter payment information during future payments.

2.2.3.7. Advanced Payments: Schedule Future Payment (IVR and Web)

Allow account holders to select a future date when they would like their payment applied.

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2.2.3.8. Advanced Payments: Recurring Payments (IVR and Web)

After account holders make a payment and store a payment method (whether through the IVR or their Web profile), they will be presented with the option of signing up that account for recurring payments. During the signup process, users will select which stored payment method they would like the recurring payments applied to. Payments will be rendered on the bill due date.

2.2.3.9. Advanced Payments: Shopping Cart (Web Only)

Streamline the payment process by allowing users with a profile to group the account balances they would like to pay into a shopping cart for a single payment.

2.3. Permit Pack (CED Permitting)

Vancouver will be configured with the Relay Permit Pack. The Permit Pack offers Vancouver's customers with a central point of access for permit information and services. Callers will be able to enter a permit number and perform the following actions:

- Contractor Menu
  - Access inspection results
  - Permit based messaging
    - Insert Contractor Message as .wav file into IPS Attachment Catalogue (will require Vancouver interface assistance)
  - Schedule/reschedule inspections
  - Cancel inspections
  - Hear site address for the permit – IVR Only
  - Payment Processing – Credit Card and E-Check

- Inspector Menu
  - Post inspection results – IVR Only
  - Post correction codes – IVR Only
  - Leave Message for contractor – IVR Only

In addition to the above, the following add on features are included with this implementation of the Relay Permit Pack:

- 24 Month Inspection Results History
- Plan Review Status
- Utility Activation

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All permit, inspection, and/or code information is made available through an API to the IPS application database. For any of the features detailed below to function as described, data must be available in this database to be presented to users.

2.3.1. IVR Channel

The IVR Channel for the Permit Pack provides callers with an Interactive Voice Response (IVR) system for accessing and posting permit information. The IVR offers functionality in the form of a Contractor Menu and an Inspector Menu.

Using the Contractor Menu, a contractor can enter a permit number to access permit information and functions. Upon entering a valid permit number, the user can schedule, reschedule, and/or cancel inspections. After an inspection has been scheduled/ rescheduled/canceled, the caller will receive a confirmation number. Additionally, contractors can use the IVR to access inspection results, including any associated correction codes and descriptions. A payment module integrated with the Relay application would allow the user to pay permit fees and related inspector fees. The payment module payment types would vary depending on the application database and payment gateway. A payment module on a Permit Pack may incur additional integration costs. Finally, the contractor can access messages left for them by an inspector, or leave a message for an inspector.

Using the Inspector Menu, accessible via a hidden main menu option, an inspector can enter a permit number to post inspection results via the IVR. When posting results, the caller will need to enter a valid Inspector PIN number (or some other validation number to be determined during implementation). The PIN can be determined by Vancouver, but must be validated by the IPS database.

When posting results, inspectors can add correction codes as well as leave a message for the contractor. Messages for contractors will be inserted as a .wav file into the IPS Attachment Catalogue. This will require Vancouver interface assistance.

If desired, callers can be given the option to transfer to an agent. If a caller requests a transfer, the Relay IVR performs a transfer to a number specified by Vancouver.

2.3.2. Web Channel

The Web Channel for the Permit Pack provides users with a web system for accessing permit information, posting/obtaining inspection results, and scheduling over the internet.

Citizens can log onto the web channel in order to view permit information and scheduling tools. Citizens will need to enter a permit number to access the site. The Web Channel validates this data against the IPS database. Once validated, the user can

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view permit status information and pay permitting fees and make scheduling updates, including scheduling, cancelling, and rescheduling inspections.

Additionally, inspectors can use the Web Channel to post inspection results, including adding correction codes. Users can also access inspection results via the Web Channel, including result status and correction codes.

Using the web channel, users will also be able to request other permit information as listed under Permit Pack, above.

2.3.2.1. Responsive Design

The Web Channel for the Permit Pack includes a mobile-friendly responsive web site for accessing permit information and making scheduling changes over the internet. Selectron targets a range of the most popular devices and form factors for responsive design – if Vancouver needs to support a specific device or form factor, additional development time and professional services may be required.

2.3.2.2. Hosted Web Certificate

Because this implementation includes a web application on a hosted environment, it is Vancouver's responsibility to provide Selectron with a certificate in order to deploy the web site under Vancouver's domain.

2.3.3. Add Ons

The following Add Ons are included with Vancouver's Permit Pack. These add ons provide additional functionality for the channel(s) purchased as part of this Relay solution.

2.3.3.1. 12 Month Inspection Results History – IVR and Web

After accessing inspection results, users can view up to 12 months of inspection results history. The history can be for a specific inspection or for all inspections associated with a permit. If requested via the IVR, this information will be emailed to the user, assuming a valid email is tied to the caller.

2.3.3.2. Plan Review Status – IVR and Web

Users can request their plan review status after entering a permit number and site address. The user will be able to hear the department stop, the review status for each stop, and the date completed for each stop. IVR users can request an email to receive additional notes associated with each stop.

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2.3.3.3. Utility Notification

Upon approval of final inspections, Relay will automatically notify the proper utility companies to turn on services at the address on the permit.
The following functionality applies to the Utility Notification:

- Log item in IPS when Utility Notification is sent to utility of record (will require Vancouver interface assistance)

2.4. Relay Cloud Services Outbound

Relay Cloud Services (RCS) Outbound provides Vancouver with a multi-channel outbound communication platform capable of sending Voice, SMS, and email messages to citizens. Two kinds of notifications can be sent: Targeted Notifications, which include dynamic account data and are designed to be sent to specific recipients; and Static Notifications, which do not include customer-specific data and are designed as more 'general information' style messaging. Static Notifications can be designed and recorded by Vancouver staff using the Relay Portal.

Vancouver's RCS Outbound will include targeted notification messaging in the following language(s): English.

Dynamic Notifications require development and are designed during the implementation process. This project includes the following Dynamic Notifications:

- Bill Delinquency
- Impending Shutoff

2.4.1. Bill Delinquency Notification

The Delinquency Notification is used to warn citizens that their account is delinquent. It includes the following customer-specific data: account number, delinquent amount, and due date.

2.4.2. Impending Shutoff Notification

The Impending Shutoff Notification is used to warn citizens that their account will be shut off very soon. It presents the following customer-specific data: account number, delinquent amount, due date, and shutoff date.

2.4.3. Expired Permits Notification

The Expired Permits Notification contacts permit holders about their expiring and expired permits. It includes the following information: the permit number and the expiration, or expired, date. The date and time of notification delivery, relative to the expiration date, can be configured during the implementation process to fit the Customer's business rules.

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When an Expired Permits Notification is sent to a permit holder, an item will be logged in IPS. This functionality will require Vancouver interface assistance.

2.4.4. Static Notifications

Vancouver will be able to send Customer-defined static notifications to citizens via phone, email, or SMS text. Vancouver is responsible for defining and configuring these notifications, which can be done via the Relay Portal. Training for configuring and recording static notifications will be provided at the end of the implementation process.

2.5. Builder

Relay Builder allows users to create and update call distribution flows within the web-based Relay Portal. Through step-by-step call flow construction, users guide callers to the information they need.

With Builder, Vancouver can add nodes and menus for:

- Spoken information
- Document requests
- Transfers to departments or representatives

2.6. Payment Processing

The following solutions in this SOW that will be configured to accept credit card and e-check payments are:

- Relay IVR for Permits
- Relay Web for Permits
- Relay IVR for Utilities
- Relay Web for Utilities

Relay utilizes a PA-DSS-Verified payment system that **does not** retain any cardholder data. Vancouver's Relay solution supports both one-time payments and the option to store payment information within a user profile.

2.6.1. Payment Amounts

Relay can be configured during the application design phase to allow account holders to perform the following:

- Only pay the amount due
- Pay the partial amount due
- Make an overpayment

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2.6.2. Payment Posting

Depending on vendor API support, Relay can be configured during the application design phase to post payments in the following manner.

- Post payment amount as a credit to the account balance in real-time (vendor API support required)
- Post payment amount as a lock-box credit, requiring manual/automated back-end reconciliation to the account balance
- Post payment amount to a flat file, requiring manual/automated back-end reconciliation to the account balance

2.6.3. Payment Processing

Vancouver will continue with Bank of America's Merchant Services for payment processing. Relay interacts with Forte as the solution's payment gateway to provide payment functionality. As such, Relay integrates to Forte's AGI payment APIs, and Forte acts as the payment gateway. As such, no cardholder data is stored within Relay. Vancouver will be able to take payments from citizens via the following payment methods:

- Credit Card
- E-Check

2.6.4. Credit Card

The interactive solution accepts Visa®, MasterCard®, Discover®, and American Express®. Vancouver can elect to accept all or a subset of these card types. Any credit card types not accepted by Vancouver will not be accepted by the solution. When taking a payment, Relay verifies the credit card number and expiration date. For more security, Vancouver can choose to verify the card holder's zip code and/or security code. All credit card transactions are sent through the designated payment gateway.

2.6.5. E-Check

Users wishing to pay via E-Check will need to enter their bank routing number and bank account number. All E-Check transactions are sent through the designated payment gateway.

3. System Integration

Depending on the implemented features, Relay requires varying levels of integration with other Vancouver components. These are described in the following sections.

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3.1. Application Database Interfaces

It is anticipated that Selectron will be integrating with Vancouver's IPS application database. All data-based interactivity on the solution is reliant upon data being available via the application vendor APIs.

During the implementation phase, if data elements are identified as necessary but are not available via the included APIs, the project will be impacted. This may affect the implementation timeframe and will result in additional professional services fees.

3.2. Payment Gateway Interfaces

Relay will integrate to Forte as the payment gateway for the solution described in this SOW. Selectron uses a PA-DSS validated system for integration to payment gateways. Integration to Forte, as the payment gateway, initiates the collection and reconciliation of the payments being gathered by the department. For payment processing, Vancouver will continue with Bank of America's Merchant Services.

The following payment processing fees and services are not covered by the purchase of the application:

- Transaction fees
- Merchant accounts
- Third-party payment processing services, fees, and software

4. Deployment Model

This implementation of Relay will be deployed in Selectron's single-tenant Relay Managed Services environment.

Relay Managed Services is a single-tenant hosted application, located in Selectron's local hosting facility. Selectron's hosting facility is a co-located data center featuring keyed entry and individual server locks for security. With a Managed Services solution, Selectron owns all hardware and is responsible for security, ongoing maintenance, and proactive support.

Vancouver's solution is licensed for:

- Two (2) inbound VoIP/SIP IVR test ports allowing for up to two concurrent calls
- Twenty four (24) inbound VoIP/SIP IVR ports allowing for up to twenty concurrent calls
- 320,000 annual inbound calls for Relay Utilities
- 100,000 outbound messages for RCS Outbound
- 25,000 annual inbound calls for Relay Permits
- Four (4) Web VM Licenses to support expected concurrent web users

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4.1. Hosted IVR Access

For optimal user experience and telecom usage, it is recommended that callers access the hosted IVR by dialing directly into the hosted solution using a local Vancouver 10-digit number, which will be provided by Selectron. If Vancouver elects to have calls routed through your phone system first before connecting to the IVR, two customer telecom channels may be tied up during the duration of the entire call, and callers may experience a decrease in call quality.

5. Administrative Tasks

This section details administrative tasks that can be performed in order to manage Relay. All system administration for Relay is handled through the Relay Portal web application. An administrator from Vancouver will be provided with user credentials for the Relay Portal application during the implementation process. Additional users can be created by the administrator as needed. Permissions can be assigned on a per-user basis; permissions govern the functionality available to a given user.

The Relay Portal provides Vancouver administrators with a single platform for viewing system usage and health, running reports, and configuring various system settings. The Relay Portal is supported on all modern, “evergreen” browsers including: Chrome, Firefox, IE10+, Microsoft Edge, and Safari.

5.1. Run System Reports

Vancouver administrators will be able to run system reports via the Relay Portal. Reports that can be run by the administrator include:

- Payment Summary
- Payment Detail
- Payment By Day
- Call Statistics
- Call Activity
- Call Detail
- Web Statistics
- Web Activity
- Web Detail
- Email Activity
- Outbound Campaign Summary
- Outbound Campaign Detail
- Inspector Posting Activity Report
- Inspections Summary Report
- System Status

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5.2. Schedule Outbound Campaigns

Using the Relay Portal, administrators can create, edit, schedule, and review outbound campaigns made using Relay Outbound. This includes selecting the type of notification, the date/time of delivery, and (for static notifications) the configuration of the message.

The administrator will also need to upload a contact list in .csv format for the notification. The exact formatting of the .csv file will vary depending on the notification being scheduled. Selectron will provide Vancouver with example .csv files for the configured notifications included in this project, as well as assistance in generating the outbound call list.

6. Responsibilities

6.1. Selectron Technologies, Inc.

This section outlines Selectron Technologies' responsibilities regarding service initiation and operation.

6.1.1. Provide Project Management

Selectron Technologies assigns a Project Manager to the service implementation. The Project Manager is the Customer's primary contact at Selectron Technologies and coordinates all necessary communication and resources.

6.1.2. Provide Documentation

The Project Manager provides the Customer with the following documents to help facilitate the service implementation process:

- Implementation Questionnaire- gathers critical information needed to setup and initiate the service. This includes information on the toll-free numbers, call volume, APIs, account validation information, and the types of payments being gathered.
- Remote Access Questionnaire- details information needed by Selectron Technologies to remotely access the Customer's network and application database, prior to system initiation, to allow for complete system testing.
- Implementation Timetable- details project schedule and all project milestones.
- Quality Assurance Test Plan- assists the Customer in determining that the interactive solution is functioning as specified in the Contract.
- Service Acceptance Sign-off Form- indicates that the Customer has verified service functionality.

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6.1.3. Develop Channel Design

The Project Manager works with the Customer to develop and complete the following portions of channel design:

- IVR call flow design
- Web customization elements
- Outbound messaging configuration

Software development cannot begin until these design elements are completed and approved by the Customer.

6.1.4. Perform Quality Assurance Testing

Selectron Technologies thoroughly tests all applications and integration points prior to initiation, ensuring system functionality. This includes data read from and written to the application database and the general ability for a customer to successfully access live data and complete a transaction.

6.1.5. Provide Installation and Administrative Training

Selectron will provide remote training for the Relay solution. All installation is handled by Selectron technical staff at our remote hosting facility.

6.1.6. Provide Marketing Materials

Selectron Technologies provides marketing collateral that the Customer can use to promote the interactive solution to citizens. Marketing collateral includes a poster, tri-fold brochure, and business card; standard templates for each item are used. Collateral is provided to the Customer in PDF format (original Adobe InDesign files are provided upon request).

Marketing collateral will be provided for each department included in this project. Selectron Technologies' Project Manager will assist in gathering the correct information to be displayed on the marketing collateral. Information displayed includes the following:

- IVR phone number(s)
- Web addresses
- Department logo (preferably in EPS format)
- Department address
- A description of functionality
- Additional contact/informational phone numbers
- Samples: where to find account/ permit/ case numbers, etc.

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Any changes to the collateral that do not include the items listed above (e.g., design changes to the template) are billed on a time and materials basis. Any changes to the marketing materials after final delivery are also billed on a time and materials basis.

6.1.7. Interface Upgrades

After service initiation, Vancouver's IPS database application may release new updates to their application or its interface. Upgrading the Relay interface to be compatible with any Vancouver application database (or other application database software) may require professional services outside the scope of this service.

6.2. Vancouver, WA

This section outlines the Customer's service implementation and maintenance requirements and responsibilities.

6.2.1. Return Questionnaires and Information

Selectron Technologies' Project Manager provides Vancouver with an implementation questionnaire. The implementation questionnaire must be returned prior to developing the call flow design and the implementation timetable.

6.2.2. Provide Customer Specific Information

The following information should be supplied to Selectron Technologies, in conjunction with the Implementation Questionnaire, to help create a precisely integrated product. For further clarification on the format and detail of the following data, refer to the Implementation Questionnaire or contact your Selectron Technologies' Project Manager.

- Street names
- Observed holidays
- Extensions used for transfer functions
- Utility account numbering scheme
- Validations used for receiving payment on a utility bill
- Permit status codes and types
- Inspection types and descriptions
- Validations used for scheduling an inspection
- Correction codes and descriptions
- Permit numbering scheme

6.2.3. Approve Channel Configuration

The Customer is responsible for approving the application design developed by Selectron Technologies' Project Manager. This includes reviewing:

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- Call flow for the IVR solution
- Web customization elements
- Outbound messaging format

Once the channel design(s) have been approved, software development begins.

6.2.4. Provide Remote Network Access to Application Database(s)

In order to fully test the interactive solution, Selectron Technologies requires access to Vancouver's application database(s) prior to installation. The Customer will help facilitate communication between Selectron and the database vendor.

6.2.5. Provide System Access

Selectron Technologies requires access to the Customer's network and database/ system. Changing or deleting access accounts could lead to disruption in service for the interactive solution and/or Selectron Technologies' ability to provide timely support. Please notify Selectron Technologies immediately if the accounts for the Application Database, payment gateway or network are modified. Vancouver is responsible for providing Selectron with appropriate application database and payment gateway network access as defined in the System Integration section.

6.2.6. Confirm Service Functionality

Vancouver, WA has 30 calendar days after service initiation to verify the functionality of the interactive solutions. Within the 30-day system acceptance period the Customer should test system functionality using the provided Quality Assurance Test Plan. Additionally, the System Acceptance Sign-off form must be sent to Selectron Technologies' Project Manager within this period.

6.2.7. Contact Customer Support

Anytime the Customer requests a significant change to their Selectron interactive solution, an authorized contact from the agency must provide acknowledgement to Selectron's Customer Support Department. A significant change is a modification that will A) change system behavior, B) allow users to change the system, or C) allow access to protected data.

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EXHIBIT D

SELECTRON TECHNOLOGIES, INC.

END USER LICENSE AGREEMENT

This End User License Agreement (this "**EULA**") is part of a Master Services and Hosting Agreement (the "**Master Agreement**") between Selectron Technologies, Inc., an Oregon corporation ("**Selectron**", "**we**", "**our**", or "**us**") and the person or entity identified in the Master Agreement as the Licensee purchasing Services from us ("**Licensee**"). This EULA governs use by Licensee and all natural persons to whom Licensee provides access to the Licensed Software (each, an "**Authorized User**"). In this EULA, unless the context clearly indicates otherwise, all references to "**you**," or "**your**" means both the Licensee and the Authorized User. All capitalized terms used but not defined in this EULA have the meanings given to them in the Master Agreement.

SELECTRON PROVIDES THE LICENSED SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS EULA AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, SELECTRON WILL NOT AND DOES NOT LICENSE THE LICENSED SOFTWARE TO YOU, AND YOU MUST NOT USE OR ACCESS THE SOFTWARE.

1. License Grant. Subject to your strict compliance with this EULA, Selectron hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited license to use the Licensed Software solely in accordance with the Documentation, the Master Agreement, and this EULA, for Licensee's internal business purposes. The foregoing license will terminate immediately on the earlier to occur of:

(a) the expiration or earlier termination of the Master Agreement between Selectron and Licensee; or

(b) your ceasing to be authorized by Licensee to use the Licensed Software for any or no reason.

2. Scope of License. Subject to and conditioned upon Licensee's timely payment of the fees set forth in the Master Agreement and your strict compliance with all terms and conditions set forth in this EULA and the Master Agreement, you have a limited right and license to:

(a) Use and access the Licensed Software in accordance with this EULA and the Documentation, solely for Licensee's internal business purposes.

(b) Download, display, and use the Documentation, solely in support of Licensee's use and access of the Licensed Software in accordance herewith.

(c) Download, display, copy, use, and create derivative works of reports and structured data generated using the Licensed Software, solely for Licensee's internal business purposes.

3. Copies. All copies of the Licensed Software and Documentation made by you:

(a) Will be the exclusive property of Selectron;

(b) Will be subject to the terms and conditions of the Master Agreement and this EULA; and

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(c) Must include all trademark, copyright, patent and other intellectual property rights notices contained in the original.

4. Use Restrictions. You shall not, directly or indirectly:

(a) Use the Licensed Software beyond the scope of the license granted in the Master Agreement and Section 2 of this EULA;

(b) Copy all or any portion of the Licensed Software, except as expressly permitted in Section 2 of this EULA;

(c) Decompile, disassemble, decode, or otherwise reverse engineer the Licensed Software, or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Licensed Software or any portion thereof;

(d) Modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or any part thereof;

(e) Provide any other person, including any subcontractor, independent contractor, affiliate, service provider, or other employee of Licensee, with access to or use of the Licensed Software, except as expressly permitted by the Master Agreement or this EULA;

(f) Distribute, disclose, market, rent, lease, lend, sell, timeshare, sublicense, assign, distribute, pledge, publish, transfer or otherwise make available the Licensed Software or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service, except as expressly permitted by the Master Agreement or this EULA;

(g) Use the Licensed Software for the commercial or other benefit of a third party;

(h) Permit the Licensed Software to be used for or in connection with any facility management, service bureau, or time-sharing purposes, services, or arrangements, or otherwise used for processing data or other information on behalf of any third party;

(i) Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices, legends, symbols, or labels appearing on or in the Licensed Software, including any copy thereof;

(j) Perform, or release the results of, benchmark tests or other comparisons of the Licensed Software with other software or materials;

(k) Incorporate the Licensed Software or any portion thereof into any other materials, products, or services, except as expressly permitted by the Master Agreement or this EULA;

(l) Use the Licensed Software for any purpose other than in accordance with the terms and conditions of this EULA and the Master Agreement.

(m) Use the Licensed Software in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including (i) power generation systems; (ii) aircraft navigation or communication systems, air traffic control systems or any other transport management systems; (iii) safety-critical applications, including medical or life-support systems, vehicle operation applications or

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any police, fire or other safety response systems; (iv) military or aerospace applications, weapons systems or environments;

(n) Use the Licensee Data or the Licensed Software in any way that is fraudulent, misleading, or in violation of any applicable laws or regulations (including federal, state, local, and international laws and regulations), including but not limited to export or import control laws, information privacy laws, and laws governing the transmission of commercial electronic messages; or

(o) Use the Licensed Software for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to Selectron's commercial disadvantage.

5. Collection and Use of Information. Selectron may, directly or indirectly through the services of others, including by automated means and by means of providing maintenance and support services, collect and store information regarding your use of the Licensed Software, its performance, the equipment through which the Licensed Software accessed and used, such as dates and times of use by each Authorized User, activities conducted using the Licensed Software, the type of web browser used to access the Licensed Software, the operating system/platform you are using, your IP address, and your CPU speed. You agree that the Selectron may use such information for any purpose related to the Licensed Software, including but not limited to improving the performance of the Licensed Software, developing Updates, and verifying compliance with the terms of this Agreement and enforcing Selectron's rights, including all intellectual property rights in and to the Licensed Software.

6. Intellectual Property Rights. You acknowledge that the Licensed Software is provided under license, and not sold, to you. You do not acquire any ownership interest in the Licensed Software under this EULA or the Master Agreement, or any other rights to the Licensed Software other than to use the Licensed Software in accordance with the license granted under this EULA and the Master Agreement, subject to all terms, conditions and restrictions contained therein and herein. Selectron reserves and shall retain its entire right, title and interest in and to the Licensed Software and all intellectual property rights arising out of or relating to the Licensed Software, subject to the licenses expressly granted in the Master Agreement and this EULA. You shall use commercially reasonable efforts to safeguard all Licensed Software (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access.

7. Login Credentials. You, the Authorized User, shall not share or disclose your log-in credentials with or to any other individual or entity, even if such other individual is also an Authorized User. If you discover or suspect that log-in credentials of any Authorized User have been accessed or used by anyone other than the individual to whom such log-in credentials were originally granted, you will promptly notify Selectron, and Selectron shall promptly reset or provide Licensee with a means of resetting the password associated with such log-in credentials.

8. Export Regulation. The Licensed Software may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Licensed Software to, or make the Licensed Software accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Licensed Software available outside the US.

9. Governing Law. This EULA shall be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Washington .

City of Vancouver, WA

Phase 2: Addition of Application Types

Professional Services

Description	Qty	Unit Price	Total
Relay Web - Permitting Application			
FRI	1	$70,000.00	$70,000.00
FRI Budgetary Quote Honored			-$20,000.00
DEF	1	$35,000.00	$35,000.00
Discount*			-$5,000.00
PROFESSIONAL SERVICES TOTAL			**$80,000.00**

*Requires purchase of both application types listed

Overview:
Selectron will update Vancouver's existing permit application landing page to include two additional permit applications.

FRI and DEF Permit Applications:
Selectron will build a multi-step, logical workflow to guide applicants through the FRI and DEF permit application process. The workflows for these applications will incorporate all business rules governing various data lookups, logical relationships/dependencies, and subprocesses to ensure application accuracy. Additionally, the workflows will be designed to handle the collection of multi-faceted or complex data elements in a way that is simple for users. To support user experience, informational and "help" text will be provided as necessary throughout the application process, in whichever form(s) are most useful, including:

- Roll-over tooltips
- In-line expository text, or paragraphs
- Links to external sources as appropriate

Selectron will integrate with Vancouver's INFOR application database to retrieve and display necessary data, and to write back data entered by the user through the application process. Selectron will consult with Vancouver and work with them to refine the workflows before and during development.

Optional:
Vancouver may choose to purchase prepaid professional services hours at a discounted rate for future use.

Professional Services

Description	Qty	Unit Price	Total
Professional Service Hours	250	$225.00	$56,250.00
Prepay Discount			-$7,500.00
PROFESSIONAL SERVICES TOTAL			**$48,750.00**

PRICING & PAYMENT INFORMATION

The contract period begins upon issuance of purchase order or equivalent document. Pricing does not include additional application integration charges that may be required as part of this solution. This includes Application Vendor API, user, or implementation fees, additional licensing fees, or other surcharges directly or indirectly charged by or remitted to the Application Vendor. Pricing above is based on the use of Selectron Technologies standard agreement. All other agreements requiring legal review require a minimum $9,500 additional fee.

PROFESSIONAL SERVICES PAYMENT SCHEDULE

45%	Invoiced upon notice to proceed by Customer and issuance of required purchasing documentation.
55%	Invoiced upon system available for initial user acceptance testing.

TRAVEL FEE PAYMENT SCHEDULE

100%	If travel is identified in the above detail or later requested, all travel and related fees are scheduled in advance including travel days and will be invoiced upon completion. Total travel is invoiced at then current hourly rates, currently $225.00 per person per hour, plus actual travel expenses.

ANNUAL FEES, BUNDLES, AND SUPPORT

100%	Invoiced upon notice to proceed by Customer and issuance of required purchasing documentation. Recurring fees are invoiced 45 days prior to renewal. Amounts will be prorated upon renewal.

In the event the customer terminates agreement prior to the end of the commitment term, 100% of all remaining unpaid fees for the term become immediately due.

CHANGE ORDERS INCLUDING TIME AND MATERIAL RATES

- All service work and/or deliverables not listed, defined, or provided as optional deliverables in this document are considered outside of the scope of this project effort. Out of scope services will be invoiced at Selectron's then current Time and Material rate, currently $225.00 per hour.

- If the out of scope services require a formal change order, the Company and Customer will mutually agree in writing, which will include a scope of work, timeline for delivery, Company and Customer responsibilities and the price terms and conditions. Upon acceptance by Customer and issuance of required purchasing documentation, all Change Orders shall be governed by the terms and conditions of this Agreement, no other terms or conditions shall apply. Customer acknowledges that such Change Orders may affect the implementation schedule and dates otherwise established as part of the project plan.

- If Customer requires additional documentation, services to prepare this documentation will be invoiced at Selectron's then current Time and Material rate, currently $225.00 per hour, 4-hour minimum.

TAXES

Sales Tax or any other applicable taxes are ***not included*** in any of the pricing in this agreement. All applicable taxes will be invoiced, collected and remitted in accordance with state and local tax laws.

PAYMENT TERMS

Terms are net 30 days from date of invoice. Past due invoices are subject to a 1.5% per month late fee. All presented pricing is in US Dollars.

VENDOR INFORMATION

Selectron Technologies, Inc.
13535 SW 72nd Avenue, Suite 200
Portland, OR 97223
Ph: 503.443.1400 Fax: 503.443.2052

Selectron TECHNOLOGIES, INC

Quote WE7369
11/12/2025
Quote Expires on 02/04/2026

City of Vancouver, WA

Phase 2: Addition of Application Types

Professional Services

Description	Qty	Unit Price	Total
Relay Web - Permitting Application			
FRI	1	$70,000.00	$70,000.00
FRI Budgetary Quote Honored			-$20,000.00
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- In-line expository text, or paragraphs
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PROFESSIONAL SERVICES TOTAL			**$48,750.00**

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- If the out of scope services require a formal change order, the Company and Customer will mutually agree in writing, which will include a scope of work, timeline for delivery, Company and Customer responsibilities and the price terms and conditions. Upon acceptance by Customer and issuance of required purchasing documentation, all Change Orders shall be governed by the terms and conditions of this Agreement, no other terms or conditions shall apply. Customer acknowledges that such Change Orders may affect the implementation schedule and dates otherwise established as part of the project plan.

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PAYMENT TERMS

Terms are net 30 days from date of invoice. Past due invoices are subject to a 1.5% per month late fee. All presented pricing is in US Dollars.

VENDOR INFORMATION

Selectron Technologies, Inc.
13535 SW 72nd Avenue, Suite 200
Portland, OR 97223
Ph: 503.443.1400 Fax: 503.443.2052

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04/03/23
04/10/23

ORDINANCE M - 4409

AN ORDINANCE authorizing the City Manager or designee to execute an Amendment to the City's Agreement with Selectron Technologies, Inc., an Oregon corporation (hereinafter "Contractor"), for the provision of additional software and materials, beyond those approved by way of Ordinance M-4339, identified more particularly in the Amendment (collectively "Licensed Software") for the benefit of providing customers of the City of Vancouver, Washington ("City") with upgraded portal for Community Development Permit Applications; providing for severability; and setting an effective date.

WHEREAS, in July 2021, the Vancouver City Council passed Ordinance M-4339, authorizing the City Manager to enter into an Agreement with Contractor with an initial term of five (5) years, with the option of 1-year extensions thereafter, for the purpose of implementing a new, web-based Utility Billing Portal; and

WHEREAS, upgrading to Selectron's Licensed Software provides the City and its customers access to a cloud-hosted portal offering improvements including: increased credit card payment security; customer managed profile for managing payment information; bill and payment history; and customers being able to manage multiple accounts under a single profile for easier payments across multiple properties; and

WHEREAS, it is desirable to afford similar conveniences to customers submitting Community Development Permit Applications; and

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WHEREAS, City staff and the Contractor have negotiated a tentative Agreement containing mutually agreeable terms including one-time payments in a not to exceed amount of one hundred and ten thousand dollars ($110,000), and ongoing portal maintenance fees of $20,625, for access to Licensed Software and services beyond those that Contractor has agreed to provide by way of its existing Agreement with the City; and

WHEREAS, upon execution of an Ordinance, the City Council has the authority to approve contracts involving the payment of money with a duration of more than five (5) years pursuant to City Charter Section 11.05, and City Council may, in the same manner, authorize amendments to contracts involving the same; and

WHEREAS, the City wishes to obtain Contractor's Services pursuant to appropriate terms so as to obtain the benefits of the Selectron Licensed Software.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Approval. The City Manager or designee is hereby authorized to execute an Amended Agreement with Contractor for provision of Licensed Software to provide the City with the benefits of upgraded Community Development Permit Application portal.

Section 2. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

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Section 3. Effective Date. This ordinance shall go into effect five (5) days after its passage.

DATE OF FINAL PASSAGE by the Vancouver City Council: April 10, 2023.

SIGNED this 10th day of April, 2023.

DocuSigned by:
Anne McEnerny-Ogle
6C89D9089EC5424...
Anne McEnerny-Ogle, Mayor

Attest:

DocuSigned by:
Natasha Ramras
BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
9A7DC2E31F694A2...
Jonathan Young, City Attorney

ORDINANCE - 3
Does not require codification

DocuSign Envelope ID: F4E55ECA-B620-4D98-96FE-AB86729F3C51

SUMMARY

ORDINANCE M-4409

AN ORDINANCE authorizing the City Manager or designee to execute an Amendment to the City's Agreement with Selectron Technologies, Inc., an Oregon corporation, for the provision of additional software and materials, beyond those approved by way of Ordinance M-4339, identified more particularly in the Amendment for the benefit of providing customers of the City of Vancouver, Washington with upgraded portal for Community Development Permit Applications; providing for severability; and setting an effective date. The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at (360) 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).

ORDINANCE - 4
Does not require codification

CITY OF Vancouver WASHINGTON

Staff Report: 011-26

To: Mayor and City Council
From: City Manager
Date: January 26, 2026

Subject
Contract Amendment – Spending Limit Increase and Extension of Talent Agent Services - C-100868

Key Points

- Parks, Recreation, and Cultural Services Department hosts the Waterfront Concert Series, Sunday Sounds Concert Series and co-presents the Vancouver Arts and Music Festival.
- Talent agent services provides contract and payment services for all City-sponsored events to selected talent.
- The requested amendment will increase the contract amount to serve all planned city-managed events in 2026.

Strategic Plan Alignment
Culture and Heritage – celebrating culture and heritage

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces

Present Situation
Parks, Recreation, and Cultural Services hosts a variety of community events including, the Waterfront Concert Series at Vancouver Waterfront Park, Sunday Sounds Concert Series at Columbia Tech Center, and co-presents the Vancouver Arts and Music Festival at Esther Short Park. All of these events require the use of talent agent services.

In 2022, Parks, Recreation, and Cultural Services (PRCS) began producing events again following the COVID-19 pandemic. At this time, it was necessary to issue a Request for Proposals for talent agent services (RFP 15-22) as the previous contract had expired. The contract was awarded to Pacific Talent Inc through a competitive process. Since 2022, the number of City sponsored and partnered events has continued to grow beyond what was initially anticipated when this contract began. This includes the launch of the Vancouver Arts and Music Festival, which began in 2023.

The current contract limit is $300,000 and we are nearing that threshold. This amendment would adjust the total contract limit to $400,000 and allow us to serve all planned city-managed events in 2026. Booking is done well in advance of the events taking place.

To date, Pacific Talent Inc. has been highly effective in delivering services, and continuing the contract through the final year would greatly increase the efficiency of securing talent in 2026. Their familiarity with our community events will ensure continuity and seamless event execution. Simultaneously, it will allow the events team to prepare an RFP for talent agent services to go out in the fall of 2026 for events taking place in 2027 and beyond.

Advantage(s)

1. Continues current level of cultural events without interruption.
2. Leverages Pacific Talent Inc's proven track record and knowledge of City event operations for efficient talent procurement.
3. Provides adequate time to conduct a thorough RFP process for future talent agent services.

Challenge(s)
None.

Budget Impact
Existing budget allocation is sufficient to cover the increased contract amount.

Prior Council Review
Initial contract approval (RFP 15-22) in 2022.

Action Requested
On Monday, January 26, 2026, authorize the City Manager, or designee, to execute Amendment No. 5 to contract C-100868 between the City of Vancouver and Pacific Talent Inc. Increase the not-to-exceed amount by $100,000 to a total of $400,000 and extend the termination date to 3/31/2027.

Staff Contact
David Perlick, Director of Parks, Recreation and Cultural Services, Erik Miletich, david.perlick@cityofvancouver.us

Attachments:
1. Amendment No 5 final
2. Amendment No 4 executed
3. Amendment No 3 executed
4. Amendment No 2 executed
5. C-100868 (RFP 15-22) Service Agreement Amendment #1 - executed
6. Services Contract C-100868 executed

Services Agreement C-100868
Amendment No. 5
TALENT AGENT SERVICES

This fifth amendment ("Amendment") amends the Services Agreement number C-100868 ("Agreement") between the City of Vancouver, ("City"), and Pacific Talent Inc., ("Contractor") and is effective on the last day signed by a Party. Terms that are capitalized but undefined will have the meaning given them in the Agreement.

This Amendment amends the Agreement as follows:

1. **Section 2 Compensation** is amended as follows:

   Payment to the Contractor for the Services described in this Agreement shall not exceed $400,000.00 USD.

2. **Section 4 Term of Agreement** is amended as follows:

   The Term of this Agreement begins on April 1, 2022 and continues until March 31, 2027.

3. **Entire Agreement**. All unamended terms in the Agreement or any earlier amendment remain in full force and effect. This Amendment, together with the Agreement and any earlier amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

CITY OF VANCOUVER
A municipal corporation

Lon Pluckhahn, City Manager

Date

Attest:

Natasha Ramras, City Clerk

Approved as to form:

City Attorney's Office

CONTRACTOR:
Pacific Talent Inc.

Signature

Printed Name /Title

Date

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SERVICE AGREEMENT C-100868
AMENDMENT No. 4
TALENT AGENT SERVICES

This Amendment amends the Professional Services Agreement number C-100868 by and between the City of Vancouver, hereinafter referred to as "City", and Pacific Talent Inc., hereinafter referred to as "Contractor", whose address is PO Box 19145, Portland, OR 97280, for services offered.

This amendment amends the original agreement as follows:

1. **Increase** the authorized amount of the Agreement by $68,500.00 to a revised authorized amount of $300,000.00.
2. **Amend** the language contained in Section 4, Term of Agreement, with language herein:
   - Term date extended to March 31, 2026.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER
A municipal corporation

DocuSigned by:
Anna Vogel
7C05B7FF675849B...
Anna L. Vogel, Procurement Manager

1/16/2025
Date

Attest:

DocuSigned by:
Natasha Ramras
493E940414AE4BD...
Natasha Ramras, City Clerk

Approved as to form:

Signed by:
Tricia Juettemeyer
E1935B9517E94D2...
Tricia Juettemeyer, Assistant City Attorney

CONTRACTOR:
Pacific Talent Inc.

DocuSigned by:
Andrew R Gilbert, President
0CEA22056D7342A...
Signature

Andrew R Gilbert, President President
Printed Name /Title

1/2/2025
Date

DocuSign Envelope ID: F5F5054E-A140-4261-AF18-E7182932E17E

SERVICE AGREEMENT C-100868

AMENDMENT No. 3

TALENT AGENT SERVICES

This Agreement amends the Professional Services Agreement number C-100868 by and between the City of Vancouver, hereinafter referred to as "City", and Pacific Talent Inc., hereinafter referred to as "Contractor", whose address is PO Box 19145, Portland, OR 97280, for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by $105,000.00 to a revised authorized amount of $231,500.00.
2. **Amend** the language contained in Section 4, Term of Agreement, with language herein:
   - Term date extended to March 31, 2025.
3. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER
A municipal corporation

DocuSigned by:
Anna Vogel
7C05B7FF875849B...
Anna L. Vogel, Procurement Manager

1/5/2024
Date

Attest:

DocuSigned by:
Natasha Ramras
BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
Cary Driskell
E28C3CAC2A6547D...
Cary Driskell, Assistant City Attorney

CONTRACTOR:
Pacific Talent Inc.

DocuSigned by:
Andrew R Gilbert, President
0CEA22056D7342A...
Signature

Andrew R Gilbert, President
Printed Name /Title

1/4/2024
Date

DocuSign Envelope ID: 96539BBC-7516-42F4-9956-65290792E8A0

SERVICE AGREEMENT C-100868

AMENDMENT No. 2

TALENT AGENT SERVICES

This Agreement amends the Professional Services Agreement number C-100868 by and between the City of Vancouver, hereinafter referred to as “City”, and Pacific Talent Inc., hereinafter referred to as "Contractor", whose address is PO Box 19145, Portland, OR 97280, for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by $31,000.00 to a revised authorized amount of $126,500.00.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER
A municipal corporation

DocuSigned by:
Anna Vogel
7C05B7FE675849B...
Anna L. Vogel, Procurement Manager

7/10/2023
Date

Attest:

DocuSigned by:
Carrie Lewellen
661359AB277E439...
Treasurer
For: Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
Taylor Hallvik
2439BFEB7E354C8...
Taylor Hallvik, Assistant City Attorney

CONTRACTOR:
Pacific Talent Inc.

DocuSigned by:
Andy Gilbert
0CEA22056D7342A...
Signature

Andy Gilbert President
Printed Name /Title

7/10/2023
Date

DocuSign Envelope ID: 27ABA62B-967C-4845-81A6-060491C23487

SERVICE AGREEMENT #C-100868

AMENDMENT No. #1

TALENT AGENT SERVICES

This Agreement amends the Professional Services Agreement number C-100868 by and between the City of Vancouver, hereinafter referred to as "City", and Pacific Talent Inc. hereinafter referred to as "Contractor", whose address is PO BOX 19145 Portland, OR 97280 for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by $50,000.00 to a revised authorized amount of $95,500.00.
2. **Amend** the language contained in Section 4, Term of Agreement, with language herein:
   - Term date extended to March 31, 2024.
3. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER
A municipal corporation

DocuSigned by:
Anna Vogel
7C05B7EF675849B...
Anna L. Vogel, Procurement Manager

3/14/2023
Date

Attest:

DocuSigned by:
Natasha Ramras
BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
Taylor Hallvik
261B190A339644B...
Taylor Hallvik, Assistant City Attorney

CONTRACTOR:
Pacific Talent Inc.

DocuSigned by:
Andy Gilbert
0CEA22056D7342A...
Signature

Andy Gilbert President
Printed Name /Title

3/2/2023
Date

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CITY OF VANCOUVER
TALENT AGENT SERVICES AGREEMENT
No. C-100868

This Services Agreement (hereinafter referred to as the "Agreement") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and Pacific Talent Inc. (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to perform services as described in this Agreement; and

WHEREAS, the City advertised and issued a Request for Proposal, numbered 15-22 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor be capable of performing the required services; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

1. **SCOPE OF WORK:** The Contractor agrees to provide the City all services and materials set forth below, and as further described in the City's solicitation, and the Contractor's responsive proposal to the City's solicitation, (collectively referred to herein as the "work") which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

   Talent agent services shall include, but not be limited to:

   - Securing performers for the Concerts and other events, when requested by City Special event staff, subject to approval by the city and sponsor.
   - Paying performers.
   - Ensuring performers have the required insurance coverage for the day of the event.

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- Replacing performers who cancel with replacements of the same caliber.
- Providing by an agreed upon date biographical material and photos of groups and individual performers for promotional materials.
- Managing stage and performers before, during and after performances.
- Make adjustments during performances as requested by the City as necessary (i.e., noise control).
- Providing direction to sound technicians before, during and after performances (i.e., stage plots).
- Provide an individual authorized to work on behalf of the talent agent at each concert or event for at least the first act of each show to provide needed services.

All work must be authorized and approved by the City's Project Manager before any work can begin. The Contractor shall approach each project in a manner consistent with its usual customary business practices. The Contractor shall actively seek collaborative input from City staff.

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed $45,500.00 USD.

   The Columbia Tech Center Sunday Sounds Concert Series 2022 (6 concerts): $22,000.00, which includes Pacific Talent's 15% commission.

   Six To Sunset Concert Series 2022 (6 concerts): $23,500.00, which includes Pacific Talent's 15% commission.

   Cancellation Due to Inclement Weather: Scheduled performers will be paid, in full, if an event is cancelled with less than 24 hours notice.

   New concert series or special events may be created during the life of this contract. City and Contractor will negotiate rates for any new series or events, which will include Contractor's 15% commission.

   Travel expenses are not included in this contract.

   This payment shall be maximum compensation for the work and for all labor, materials, supplies, equipment and incidentals necessary to complete the work as set forth herein, and it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment.

3. **PAYMENT FOR CONTRACTOR SERVICES**: The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net thirty (30) days.

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The City reserves the right to correct any invoices paid in error.

City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

4. **TERM OF AGREEMENT**: The term of this Agreement shall commence on April 1, 2022 and continue until March 31, 2023. The City, at its sole discretion, reserves the right to offer extensions up to four (4) years, in one (1) year increments. Contract shall not exceed a total of five (5) years. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.

5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.

6. **RELATION OF PARTIES**: The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.

7. **SUBCONTRACTING**: The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.

8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.

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9. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.

10. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.

11. **TERMINATION FOR PUBLIC CONVENIENCE**: The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

    In the event this Agreement is terminated prior to the completion of work, the Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

12. **TERMINATION FOR DEFAULT:** If the Contractor defaults by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere.

    If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

    If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

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13. **OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and it's sureties for said breach or default, including but not limited to termination of this Contract for convenience.

14. **COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

15. **CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: http://bls.dor.wa.gov/file.aspx, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

16. **LIABILITY AND HOLD HARMLESS:** The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

17. **INSURANCE:** The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor,

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subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$1,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.

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c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.

d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

18. NOTICES: All notices which are given or required to be given pursuant to this Agreement shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

For the Contractor:
Andy Gilbert
Pacific Talent Inc.
PO Box 19145
Portland, OR 97280
Email: andy@pacifictalent.com

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

19. AMENDMENTS: All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

20. SCOPE OF AGREEMENT: This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

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21. **RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

22. **GOVERNING LAW/VENUE**: This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

23. **COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

24. **PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

25. **DEBARMENT**: The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

26. **NONDISCRIMINATION**: The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

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The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Agreement, as of the dates set forth below.

CITY OF VANCOUVER
A municipal corporation

DocuSigned by:
Anna Vogel
7C05B7FF675840B...

Anna L. Vogel, Procurement Manager

3/25/2022

Date

Attest:

DocuSigned by:
Natasha Ramras
DCF6734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
Taylor Hallvik
261B100A330644B...

Taylor Hallvik, Assistant City Attorney
For: Jonathan Young, City Attorney

CONTRACTOR:
Pacific Talent

DocuSigned by:
Andy Gilbert
0CEA22056D7342A...

Signature

Andy Gilbert President

Printed Name /Title

3/23/2022

Date

Staff Report: 012-26

To: Mayor and City Council
From: City Manager
Date: January 26, 2026

Subject
Contract Amendment — Increase Spending for Stryker Sales, LLC contract - C-101434

Key Points

- The City purchases automatic chest compression devices and accessories on contract C-101434, which is valid from 9/21/23- 9/20/28. The initial contract amount was $300,000, which did not require Council approval.
- The City seeks to increase the spending threshold to $500,000, which requires Council approval.

Strategic Plan Alignment
Safe and Prepared Community – a safe place to live, work, learn and play

Present Situation
The City purchases automatic chest compression devices and accessories through contract C-101434.

The Fire Department requests that the contract's spending threshold be amended to accommodate the continuing need for automatic chest compression devices and accessories. The Fire Department uses these devices and accessories in cardiac arrest events.

Advantage(s)
The Fire Department will be able to continue purchasing automatic chest compression devices and accessories.

Challenge(s)
None in 2026, because the City previously budgeted for the spending that will occur in 2026. Spending for 2027-2028 will be requested during the biennial budget process. It will be a challenge for the department if it is unable to continue purchasing these devices after 2026, because they are a critical piece of equipment in emergency medical services (EMS) response.

Budget Impact
None in 2026, because the City included sufficient budget for this contract in the 2025-26 Biennial Budget. Spending for 2027-2028 will be requested during the biennial budget process.

Prior Council Review
The 2025-2026 Biennial Budget includes appropriation for this contract.

Action Requested

On Monday, January 26, 2026, authorize the City Manager, or designee, to increase the spending threshold for contract C-101434 to $500,000 to continue purchasing automatic chest compression devices and accessories until the contract expires in 2028.

Staff Contact

Robert Milano, Division Fire Chief, Michelle Bresee, Senior Management Analyst, Robert.Milano@cityofvancouver.us, michelle.bresee@cityofvancouver.us

Attachments:

1. C-101434 Amendment No 1 - executed
2. C-101434 - executed
3. Example PO for SR

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Purchase Agreement C-101434
Amendment No. 1
Automatic Chest Compression Devices

This first amendment ("Amendment") amends the Purchase Agreement number C-101434 ("Agreement") between the City of Vancouver, ("City"), and Stryker Sales, LLC ("Contractor") and is effective on the last day signed by a Party. Terms that are capitalized but undefined will have the meaning given them in the Agreement.

This Amendment amends the Agreement as follows:

1. **Section 1 Statement of Work** is amended as follows:

   Contractor to provide Lucas 3 automatic chest compression devices and accessories as set forth in this amendment.

Product	Description	Proposed Rates
99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	$ 16,723.27
11576-000060	LUCAS Desk-Top Battery Charger	$ 1,228.04
11576-000071	LUCAS External Power Supply	$ 386.26
11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	$ 647.50
11576-000048	LUCAS 12V-24V DC Car Cable	$ 712.60
11576-000046	LUCAS Disposable Suction Cup (3 pack)	$ 146.94
LUCAS-DEP-PROCARE	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device - 3 year plan includes parts, labor, travel, preventative maintenance, batteries service	$ 2,579.46

2. **Entire Agreement**. All unamended terms in the Agreement or any earlier amendment remain in full force and effect. This Amendment, together with the Agreement and any earlier amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

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CITY OF VANCOUVER
A municipal corporation

DocuSigned by:
Anna Vogel
7C05B7FF675849B...

Anna L. Vogel, Procurement Manager

12/17/2025
Date

Attest:

DocuSigned by:
Natasha Ramras
493E940414AE4BD...

Natasha Ramras, City Clerk

Approved as to form:

Signed by:
Curtis Burns
9E8DBF301CF14BA...

City Attorney's Office

CONTRACTOR:
Stryker Sales, LLC

DocuSigned by:
Kathryn Janecke
B40BEA8A29FA479...

Signature

Kathryn Janecke — Sr. Director, Commercial Operations
Printed Name /Title

12/17/2025
Date

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CITY OF VANCOUVER
PURCHASE AGREEMENT C-101434
AUTOMATIC CHEST COMPRESSION DEVICES

This agreement for the purchase of commodities (hereinafter referred to as the "Agreement") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, WA (hereinafter referred to as the "City") and Stryker Sales, LLC (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to provide the commodities requested as described in this Agreement; and

WHEREAS, the City advertised and issued Request for Proposals, numbered 51-23 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor be capable of providing the required commodities; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to provide the commodities described herein and warranties and guarantees to the full satisfaction of the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

1. **STATEMENT OF WORK:** The Contractor agrees to provide the City all materials set forth in the scope of work described below, and as further described in the City's solicitation, and the Contractor's responsive proposal to the City's solicitation, (collectively referred to herein as the "work") which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

   Contractor to provide Lucas 3 automatic chest compression devices and accessories as set forth in this contract, in accordance with the Request for Proposal 51-23 and Contractor's submitted response to the Request for Proposal 51-23.

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Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	PCE	12	$16,267.77	$195,213.24
2.0	11576-000060	LUCAS Desk-Top Battery Charger	PCE	12	$1,194.59	$14,335.08
3.0	11576-000071	LUCAS External Power Supply	PCE	12	$375.74	$4,508.88
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	PCE	12	$726.00	$8,712.00
5.0	11576-000048	LUCAS 12V-24V DC Car Cable	PCE	12	$144.98	$1,739.76
6.0	11576-000046	LUCAS Disposable Suction Cup (3 pack)	PK	12	$142.94	$1,715.28
					Equipment Total:	$226,224.24

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
7.1	LUCAS-DEP-PROCARE	LUCAS 3, 3.1 for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device *08/01/2023 - 07/31/2026* √Parts, Labor, Travel √Preventative Maintenance √Batteries Service	12	$2,509.20	$30,110.40
				ProCare Total:	$30,110.40

2. **TERM OF AGREEMENT**: The term of this Agreement shall commence on September 21, 2023 and continue until September 20, 2028. The maximum term for this Agreement is five (5) years.

3. **ORDER OF PRECEDENCE**: Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; the Contractor's responsive proposal to the City's solicitation and the City's solicitation.

4. **GENERAL REQUIREMENTS**: The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code (VMC), and ordinance of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

5. **PURCHASE ORDER**: Purchases will be authorized via valid Purchase Orders. Purchases shall correspond with the Purchase Order; any unauthorized advance or excess order is returnable at Contractor's expense.

6. **ORDER QUANTITY**: This is an as-needed Agreement; orders will be placed with Contractor via signed Purchase Orders on an as-needed basis. The City is not obligated to any minimum or maximum quantities under this Agreement.

7. **PRICES**: The applicable prices are set forth herein and must be valid for one year from the effective date of this Agreement. Price adjustments may be requested for consideration each year thereafter; the City, at its sole discretion, may approve that request. Request for price increases

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shall be supported by the applicable Producer Price Index for the Seattle-Tacoma-Bremerton area for the immediate, previous four (4) quarters.

8. **SUBCONTRACTING**: The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.

9. **E-VERIFY**: The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.

10. **SCHEDULE**: Unless the City requests a change in schedule, the Contractor shall deliver the required commodities and any associated services by the "Delivery Date" stated on the signed purchase order.

    In the event that the equipment and related services are not provided and/or delivered in the timelines specified in the Purchase Order, the City reserves the right to reject the product and service and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

11. **DELIVERY**: All costs referenced must be F.O.B. Vancouver, Washington, Prepaid and Allowed (freight included in the unit cost), prepaid with all transportation and handling charges paid by the Contractor. Responsibility and risk of loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud, and the Contractor's warranty obligations.

12. **PAYMENT**: Invoices will be paid at net thirty (30) days after the City's receipt and acceptance of the completed apparatus and associated services, provided that all appropriate information has been listed on the invoice and necessary forms have been submitted. Payment periods may be computed from either the date of delivery of all materials ordered, the completion of all services, or the date of receipt of a correct invoice, or the date the invoice is received in the Accounts Payable department, whichever date is later. No payment shall be due prior to the City's receipt and acceptance of the materials identified in the invoice thereof.

13. **TAXES**: The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Agreement, provided, however, that any taxes that apply directly to the sale, such as a state or local sales tax, shall be added to the purchase price set forth in the Purchase Order.

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14. **ADJUSTMENTS**: The City at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

15. **ASSIGNMENT**: This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party.

16. **WAIVER**: The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

17. **RELATION OF PARTIES**: The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.

18. **OWNERSHIP OF RECORDS AND DOCUMENTS**: Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

19. **PROPRIETARY AND CONFIDENTIAL INFORMATION**: The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the CONTRACTOR to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information that CONTRACTOR has marked as "Proprietary and Confidential," the City shall notify the CONTRACTOR of such request and withhold disclosure of such information for not less than FIVE (5) business days, to permit the CONTRACTOR to seek judicial protection of such information, provided that the CONTRACTOR shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

20. **WARRANTIES**: All products and related services, except as specified below, shall be warranted against faulty workmanship and materials by the Contractor for a minimum period of one (1) year from the date of acceptance by the City. Warranty shall include all costs incurred for repair or replacement except that which is damaged by misuse or abuse. This one (1) year warranty shall

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in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.

21. **TERMINATION FOR CONVENIENCE**: The City may terminate this contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon "notice of termination" given by the City.

22. **TERMINATION FOR CAUSE**: In the event the Supplier is, or has been, in violation of the terms of this Contract, including the Invitation to Bid, the Owner reserves the right, upon written notice to the Supplier, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Supplier setting forth the manner in which the Supplier is in default. The Supplier will be paid only the contract price for goods rendered in accordance with the manner of performance set forth in the Contract.

    If it is later determined by the Owner that the Supplier had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Supplier, the City after setting up a new delivery or performance schedule, may allow the Supplier to continue work or treat the termination as a termination for convenience.

23. **OPPORTUNITY TO CURE**: The Owner at its sole discretion may in lieu of a termination allow the Supplier to cure the defect(s), by providing a "Notice to Cure" to Supplier setting forth the remedies sought by Owner and the deadline to accomplish the remedies. If the Supplier fails to remedy to the Owner's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the Owner shall have the right to terminate the Contract without any further obligation to the Supplier. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against the Supplier and it's sureties for said breach or default, including but not limited to termination of this Contract for convenience.

24. **EVALUATION AND COMPLIANCE WITH THE LAW**: The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

25. **CITY BUSINESS AND OCCUPATION LICENSE**: Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: http://bls.dor.wa.gov/file.aspx, telephone 800-451-7985, or go to

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www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

26. LIABILITY AND HOLD HARMLESS: Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

27. INSURANCE: The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

COVERAGE	**LIMITS OF LIABILITY**
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	

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Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$1,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.

c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.

d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

28. NOTICES: All notices which are given or required to be given pursuant to this Agreement shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City:	For the Contractor:
Anna Vogel	Ben Wintermute

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City of Vancouver	Stryker Sales, LLC
415 W 6th Street	11811 Willows Rd NE
P O Box 1995	Redmond, WA 98052
Vancouver WA 98668-1995	Email: ben.wintermute@stryker.com
Email: anna.vogel@cityofvancouver.us	

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

29. **AMENDMENTS**: All changes to this Agreement, including changes to the statement of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

30. **SCOPE OF AGREEMENT**: This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

31. **RATIFICATION**: Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

32. **GOVERNING LAW/VENUE**: This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

33. **COOPERATIVE PURCHASING**: The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

34. **DEBARMENT**: The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

35. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended

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(33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

36. **BYRD ANTI-LOBBYING AMENDMENT:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

37. **PROCUREMENT OF RECOVERED MATERIALS:** Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

38. **WARRANTIES:** All products shall be warranted against defects or faulty workmanship and materials by the Supplier for one (1) year following inspection and acceptance of the products by the City. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This one-(1) year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Supplier warrants that all goods and services furnished under this Contract are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, the Vendor shall replace the product at their own expense, including shipping charges. Any replacement product will be warrantied for one (1) year from the date it is delivered. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Contract.

39. **NONDISCRIMINATION**: During the term of this Contract, the Supplier agrees as follows: The Supplier will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment,

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upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

40. BINDING EFFECT: The provisions, covenants, and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.

41. REMEDIES CUMULATIVE: Remedies under this Agreement are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

42. SEVERABILITY: Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions, unless the result of same would clearly be contrary to the overall intent of the parties in entering into this Agreement.

The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Agreement, as of the dates set forth below.

CITY OF VANCOUVER
A municipal corporation

DocuSigned by:
Anna Vogel
7C05B7FF675849B...
Anna L. Vogel, Procurement Manager

9/26/2023
Date

Attest:

DocuSigned by:
Anthony Glenn
AF6D92D4E38847B...
Anthony Glenn, Treasurer
For: Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
Cary Driskell
E28C3CAC2A6547D...
Cary Driskell, Assistant City Attorney

CONTRACTOR:
Stryker Sales, LLC

DocuSigned by:
Jennifer Collins
25CA56A1E54E432...
Signature

Jennifer Collins Manager, Strategic Pricing &
Printed Name /Title

9/26/2023
Date

CITY OF VANCOUVER
Procurement Services
(360) 487-8430
procurement.services@cityofvancouver.us
www.cityofvancouver.us
Federal Tax ID No. 91-6001288

Purchase Order #:	PO-67605
Revision #:	1
Effective Date:	1/26/26
Contract #:	C-101434

This Purchase Order number must appear on all invoices, packing lists, and correspondence related to this order.

Howmedica Osteonics Corp
2825 Airview Blvd
Kalamazoo, MI 49002

Submit Invoice To:

City of Vancouver
Christel Nelson
PO Box 1995
Vancouver, WA 98668
Christel.Nelson@cityofvancouver.us
accpay@cityofvancouver.us

Ship To:

City of Vancouver
Christel Nelson
Fire Station 5
7110 NE 63rd Street
Vancouver, WA 98661

If you have any questions regarding this order, please contact:

Christel Nelson / (360) 487-7223 Christel.Nelson@cityofvancouver.us

Example

Line #	Line Description	Qty	UOM	Unit Price	Tax	Amount
1	CONFIRMING ONLY PO - ITEMS ALREADY RECEIVED - LUCAS DEVICES PER QUOTE 10791287	4710.99	Lump Sum	1.00	409.86	4,710.99
2	CONFIRMING ONLY PO - ITEMS ALREADY RECEIVED - LUCAS DEVICES PER QUOTE 10791287	428.82	Lump Sum	1.00	37.31	428.82
3	CONFIRMING ONLY PO - ITEMS ALREADY RECEIVED - LUCAS DEVICES PER QUOTE 10791287	7527.6	Lump Sum	1.00	654.90	7,527.60
4	CONFIRMING ONLY PO - ITEMS ALREADY RECEIVED - LUCAS DEVICES PER QUOTE 10791287	3	Each	16,993.77	4,435.36	50,981.31
5	CONFIRMING ONLY PO - ITEMS ALREADY RECEIVED - LUCAS DEVICES PER QUOTE 10791287	3	Each	726.00	189.49	2,178.00
				Subtotal:		$65,826.72
				Tax:		$5,726.92
				Total:		$71,553.64

Note to Supplier

Acceptance of this purchase order shall bind the Contractor to the City's terms and conditions, which can be reviewed at https://www.cityofvancouver.us/business/procurement-services/. No other agreement shall modify said terms and conditions, unless a Contract Number is listed on the first page of the purchase order, in which case, the Supplier Contract terms shall govern in the event of any conflict with the City's terms and conditions.

Example

Authorized Signature

Staff Report: 013-26

To: Mayor and City Council
From: City Manager
Date: January 26, 2026

Subject

Authorization of Assignment of Affordable Housing Fund Agreement — Vancouver Housing Authority 31st Street Tiny Homes

Key Points

- On April 5, 2021, City Council approved an Affordable Housing Fund (AHF) award of $250,000 to support the Vancouver Housing Authority's (VHA) construction of the 31st Street Tiny Homes, a 4-unit development in the Fruit Valley neighborhood of Vancouver.
- The development is subject to a 20-year affordability period that began December 1, 2021, according to the terms set forth in the AHF agreement and covenant.
- The VHA is seeking to transfer the property to Second Step Housing (SSH).
- An Assignment, Assumption, and Consent agreement executed by the VHA, SSH, and City of Vancouver is necessary to transfer all rights and obligations under the AHF agreement and covenant from the VHA to SSH.

Strategic Plan Alignment

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

Present Situation

On April 5, 2021, City Council approved an AHF award of $250,000 to support the VHA's construction of the 31st Street Tiny Homes, a 4-unit development in the Fruit Valley neighborhood. The AHF funds were provided as a grant to the project for construction costs. The development is subject to a 20-year affordability period that began December 1, 2021, according to the terms set forth in the AHF agreement and covenant, restricting all units to households earning less than 50% area median income (AMI). The units were completed and leased to income-qualified tenants as of October 2022. If the units do not remain affordable throughout the affordability period, the AHF funding must be repaid to the City.

In 2025, the VHA sought to transfer their smaller, scattered-site affordable properties. They issued a request for proposals for the 31st Street Tiny Homes and selected SSH's proposal, and they now seek to transfer the property to SSH. In order to transfer all rights and obligations under the AHF agreement and covenant from the VHA to SSH, an Assignment, Assumption, and Consent agreement must be executed by the VHA, SSH, and City of Vancouver.

Advantage(s)

Maintains affordability requirements for 4 homes in the City of Vancouver.

Challenge(s)

None

Budget Impact
None
Budget has been appropriated from the Affordable Housing Fund

Prior Council Review
April 5, 2021 – approval of AHF funding for 31st Street Tiny Homes

Action Requested
On Monday, January 26, 2026, authorize the City Manager, or designee, to negotiate and execute an Assignment, Assumption, and Consent Agreement with the Vancouver Housing Authority (VHA) and Second Step Housing (SSH) to transfer all rights and obligations under the AHF agreement and covenant for the 31st Street Tiny Homes project from the VHA to SSH.

Staff Contact
Ian Alger, Housing Project Planner, Ian.Alger@cityofvancouver.us

Attachments:
1. 31st Tiny Homes - Assignment Assumption and Consent

When Recorded Return to:
City of Vancouver
Affordable Housing Fund Program
PO Box 1995
Vancouver, WA 98668-1995
Attention: Ian Alger, 360-953-0971

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

Grantor (Assignor):	Vancouver Housing Authority
Grantee (Assignee):	Second Step Housing
Beneficiary (Grantor):	City of Vancouver by and through its Affordable Housing Fund
Legal Description (abbreviated):	LOT 2 SP3-268 .17A [Full legal description is provided on page 2]
Assessor's Property Tax Parcel Number(s):	40005
Contract Number:	PRJ100604-2021 AHF-VHA Fruit Valley Tiny Homes

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT ("Assumption Agreement") is entered into as of this _____ day of _____, 2026, by and among Vancouver Housing Authority, a Washington public entity, whose address is 2500 Main Street STE 100, Vancouver, WA 98660 (hereinafter called "Assignor"), Second Step Housing, a Washington nonprofit public benefit corporation, whose address is 8105 NE Fourth Plain Blvd, Vancouver, WA (hereinafter called "Assignee"), and the City of Vancouver whose mailing address is Affordable Housing Fund Program, PO Box 1995, Vancouver, WA 98668-1995 (hereinafter called "Grantor").

WHEREAS, Assignor and Grantor are parties to that certain Agreement (Agreement Number PRJ100604-2021 AHF-VHA Fruit Valley Tiny Homes) dated as of August 26th, 2021 whereby Grantor has agreed to grant Assignor two hundred fifty thousand and 00/100 Dollars ($250,000.00) (the "Agreement");

WHEREAS, on the 23rd day of November, 2021, Assignee executed a City of Vancouver, Washington Low-Income Housing Covenant Agreement (the "Covenant") naming the Grantor as the

Beneficiary, which Covenant was recorded under Clark County Auditor's Number 5994167 and concerned real property (the "Property") located in Clark County, Washington described as follows:

> LOT 2 OF SHORT PLAT, RECORDED IN BOOK 3, PAGE 268, RECORDS OF COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, RECORDED JANUARY 13, 1999, UNDER AUDITOR'S FILE NO. 3053760, RECORDS OF COUNTY, WASHINGTON.

WHEREAS, Assignor wishes to assign to Assignee and to have Assignee assume all of Assignor's rights and obligations under the Agreement and the Covenant and Assignee is willing to assume all of said obligations of Assignor thereunder; and

WHEREAS, Assignor seeks the consent of Grantor to the assignment and assumption of the Agreement and the Covenant as set forth herein, and Grantor is willing to grant such consent on the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, transfers, assigns, grants, and conveys to Assignee all of its right, title, obligations and interest existing as of this date in and under the Agreement and the Covenant.

2. Assumption. Assignee hereby expressly assumes all obligations of Assignor under the Agreement and the Covenant subject to the nonrecourse provisions therein. Assignee hereby expressly assumes and agrees to perform, observe and confirm all the covenants, agreements, terms, conditions, obligations, duties and liabilities of Assignor under the Agreement and the Covenant, and any other documents or instruments executed and delivered or furnished by Assignor in connection therewith.

3. Consent. Grantor hereby consents to the foregoing assignment and assumption of the Assignor's right, title, obligations and interest under the Agreement and the Covenant pursuant to the terms and conditions set forth herein.

[SIGNATURE AND NOTARY PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Assumption Agreement to be executed as of the day and year written above and warrant by signing below that they have the authority to enter into this Assumption Agreement.

ASSIGNOR:

Vancouver Housing Authority,
a Washington public entity

By: _____

Printed Name: _____

Title: _____

STATE OF WASHINGTON)
) ss.
County of Clark)

On the ___ day of _____, 2026, before me, a Notary Public in and for the State of Washington, personally appeared _____, the _____ of Vancouver Housing Authority and executed the same for the purpose therein stated.

_____
Notary Public for Washington
My commission expires:_____
Commission No.:_____

IN WITNESS WHEREOF, the parties hereto have caused this Assumption Agreement to be executed as of the day and year written above and warrant by signing below that they have the authority to enter into this Assumption Agreement.

ASSIGNEE:

Second Step Housing,
a Washington nonprofit public benefit corporation

By: _____

Printed Name: _____

Title: _____

STATE OF WASHINGTON)
) ss.
County of Clark)

On the ___ day of _____, 2026, before me, a Notary Public in and for the State of Washington, personally appeared _____, the _____ of Vancouver Housing Authority and executed the same for the purpose therein stated.

_____
Notary Public for Washington
My commission expires:_____
Commission No.:_____

IN WITNESS WHEREOF, the parties hereto have caused this Assumption Agreement to be executed as of the day and year written above and warrant by signing below that they have the authority to enter into this Assumption Agreement.

GRANTOR:

CITY OF VANCOUVER

By: _____

Printed Name: Lon Pluckhahn

Title: City Manager

Date: _____

AFFORDABLE HOUSING FUND PROGRAM

_____
Samantha Whitley, Housing Programs Manager

APRROVED AS TO FORM

_____
Nena Cook, City Attorney

CITY CLERK

_____
Natasha Ramras, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, Lon Pluckhahn is the person who appeared before me, and said person acknowledged that said person signed the instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the City Manager of the **City of Vancouver** and acknowledged said instrument to be the free and voluntary act and deed of such city for the uses and purposes mentioned in the instrument.

(Seal or Stamp)

_____
(*Signature of Notary)*

_____
(Legibly Print or Stamp Name of Notary)

NOTARY PUBLIC in and for the state of Washington

My Commission Expires: _____

A RESOLUTION relating to the approval of a disposition and development agreement between the City of Vancouver and LPC West, LP; establishing the terms and conditions under which the Vancouver Waterfront Gateway site may be leased and conveyed by the City to LPC West; and authorizing the City Manager to execute and implement the amended and restated disposition and development agreement.

Staff Report: 014-26

To: Mayor and City Council
From: City Manager
Date: January 26, 2026

Subject

Waterfront Gateway Disposition Development Agreement - Amendment 2

Key Points

The development agreement is amended to:

- Revise the types of buildings to be built on Block X and remove Block Y from the agreement.
- Increase the percentage of units affordable to households at or below 80% of Area Median Income (AMI) to up 50%.
- Modify the Multifamily Tax Exemption for future residential phases from the 8-year market-rate exemption to the 12-year affordable exemption.
- Extend the development timeline to allow the City to explore the feasibility of adopting a building code that would permit six-story light wood–frame construction.

Strategic Plan Alignment

Economic Opportunity – a place where a wide variety of businesses of all sizes grow and thrive

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces

Present Situation

The current Disposition and Development Agreement (DDA) between LPC West (now Lincoln) and the City of Vancouver, dated October 9, 2023, and amended on March 21, 2024, envisioned a multi-phase redevelopment of Blocks X and Y within the City Center. Under the original agreement, Block X (the parcel west of City Hall) was planned to include an office building, one affordable housing building, one mixed-use market-rate residential building with ground-floor retail, and a structured parking garage. Block Y (the parcel south of City Hall) was planned to include a public plaza and an additional market-rate residential building with ground-floor retail.

In June 2025, Lincoln reassigned its rights and responsibilities under the DDA related to the affordable housing component on Block X to the Native American Youth and Family Center (NAYA) and Colas Development. Consistent with the terms of the agreement, the City subsequently sold

Parcel 3 to NAYA and Colas. Construction on this affordable housing project has commenced and is anticipated to be completed by February 2027.

While the affordable housing phase is moving forward, the remainder of the planned development has encountered significant market and financial challenges that have impeded progress. The office market continues to underperform due to sustained declines in demand for office space. National office leasing data indicate that office vacancies remain elevated and absorption has been weak across most U.S. markets, reflecting long-term shifts toward remote and hybrid work arrangements. These trends have significantly reduced tenant demand for new office construction, increased leasing risk, and constrained the ability to secure financing for speculative office development. At the same time, construction and long-term operating costs for residential development have increased substantially, without corresponding increases in achievable market rents. As a result, the remaining development program as defined in the existing DDA is no longer financially feasible under current market conditions.

In response to these challenges, Lincoln approached the City to request modifications to the planned development that would allow the project to proceed in current conditions. Through a coordinated negotiation among Lincoln, the City Center Redevelopment Authority, and the City, a Second Amendment to the Disposition and Development Agreement was negotiated. This Second Amendment incorporates the following key modifications to the original plan:

- Revises the mix of buildings to be developed on Block X and removes Block Y from the scope of the agreement.
- Eliminates office development from the agreement.
- Modifies the Multifamily Tax Exemption (MFTE) for future residential phases from an 8-year market-rate exemption to a 12-year affordable housing exemption, in exchange for a commitment that at least 20 percent of residential units be affordable to households earning at or below 80 percent of Area Median Income (AMI) for a minimum of 12 years.
- Extends the development timeline to allow the City to explore the feasibility of adopting building code amendments that would permit six-story light wood–frame construction.
- Adjusts the ground lease rate by discounting it proportionally based on the percentage of affordable housing provided within the residential buildings, up to a maximum discount of 50 percent to support access to the City's Construction Sales Tax Deferral program.

These modifications address the funding challenges faced by a fully market-rate development in the current environment, allow for the elimination of costly underground parking, and support achieving the desired residential density through more cost-effective construction methods. The additional affordable housing will significantly advance the City’s goal of ensuring that residents have access to safe, stable, and high-quality housing at prices they can afford. By increasing the number of deed-restricted affordable units, the project helps address documented housing cost burdens, supports workforce retention, and promotes long-term community stability downtown. These units expand housing options for families, seniors, and workers who are essential to the local economy, while reinforcing the City’s broader housing, equity, and economic development objectives.

Although the public plaza originally envisioned for Block Y is not included in this phase of the project, the City retains full ownership and control of the property south of City Hall. Retaining ownership preserves the City’s flexibility to determine the most appropriate timing, design, and funding strategy

for future development of the site. As market conditions improve, the City may leverage the development potential of Block Y with plans for the adjacent Block Z (the parcels south of the Convention Center) through future public–private partnerships, ground leases, or other redevelopment strategies to generate revenue or value that can be directed toward the design and construction of the public plaza. This approach ensures that the long-term vision for public open space remains achievable while allowing the City to respond pragmatically to current market constraints and prioritize the financial viability of the overall redevelopment effort to deliver critically needed housing.

The City Center Redevelopment Authority reviewed the proposed Amendment on January 15, 2026 and recommended it for Council approval.

Advantage(s)

1. Increases the amount of affordable housing being delivered by the project, which contributes towards the City's efforts to address the ongoing housing affordability crisis.
2. Allows the project to move forward under challenging market conditions. The project would otherwise be on hold indefinitely delaying new development activity.
3. Gives the City flexibility to explore alternative options for Block Y in combination with the adjacent Block Z which may offer improved designs and efficiencies.

Challenge(s)

1. The timeline for the envisioned public plaza is uncertain.
2. Removal of office reduces the mix of uses on the site and reduces the potential employment opportunities on the site.
3. Timeline is extended from the original DDA by up to 1.5 years.

Budget Impact

The City is providing $10.8 million in incentives to help make the project financially feasible. Of this amount, $5.4 million is from foregone property and tax revenue that would not otherwise be collected without the project. Additionally, $4.2 million is from potential discounts on ground lease revenue that the City is not currently collecting from Block X. The remaining $1.2 million is potential direct City contributions to removing contaminated soil from the site and from subsidizing access to the planned parking structure by residents of the adjacent affordable housing building. Despite these incentives, the City anticipates a positive return on this investment due to increased tax and lease revenues over the first 20 years of the project. In addition, the City's investment results in significant additional affordable housing downtown and near the Waterfront.

The removal of Block Y from this agreement delays the planned public investment in the public plaza planned for that site.

Prior Council Review

January 6, 2025 - Workshop: Waterfront Gateway Site Plan Update

Action Requested

On Monday, January 26, 2026, finalize and approve the resolution that authorizes the City Manager or their designee to finalize and execute on behalf of the City the Second Amendment to the

disposition and development agreement, in its substantive form, attached hereto as Exhibit “A.” The City Manager is authorized to negotiate and execute any documents necessary to implement the agreement, as well as any amendments to the agreement, except those that extend deadlines for more than 180 days, modify the financial terms of the agreement, or that are inconsistent with the material substantive terms.

Staff Contact

Chim Chune Ko, Principal Project Manager, ChimChune.Ko@cityofvancouver.us

Attachments:

1. Presentation
2. Resolution
3. Exhibit A - Waterfront Gateway Disposition and Development Agreement Amended and Restated - Amendment 2
4. Exhibit B - Ground Lease Form Template
5. Exhibit C - Waterfront Gateway Blocks Map

CITY OF Vancouver WASHINGTON

Waterfront Gateway Agreement Amendment

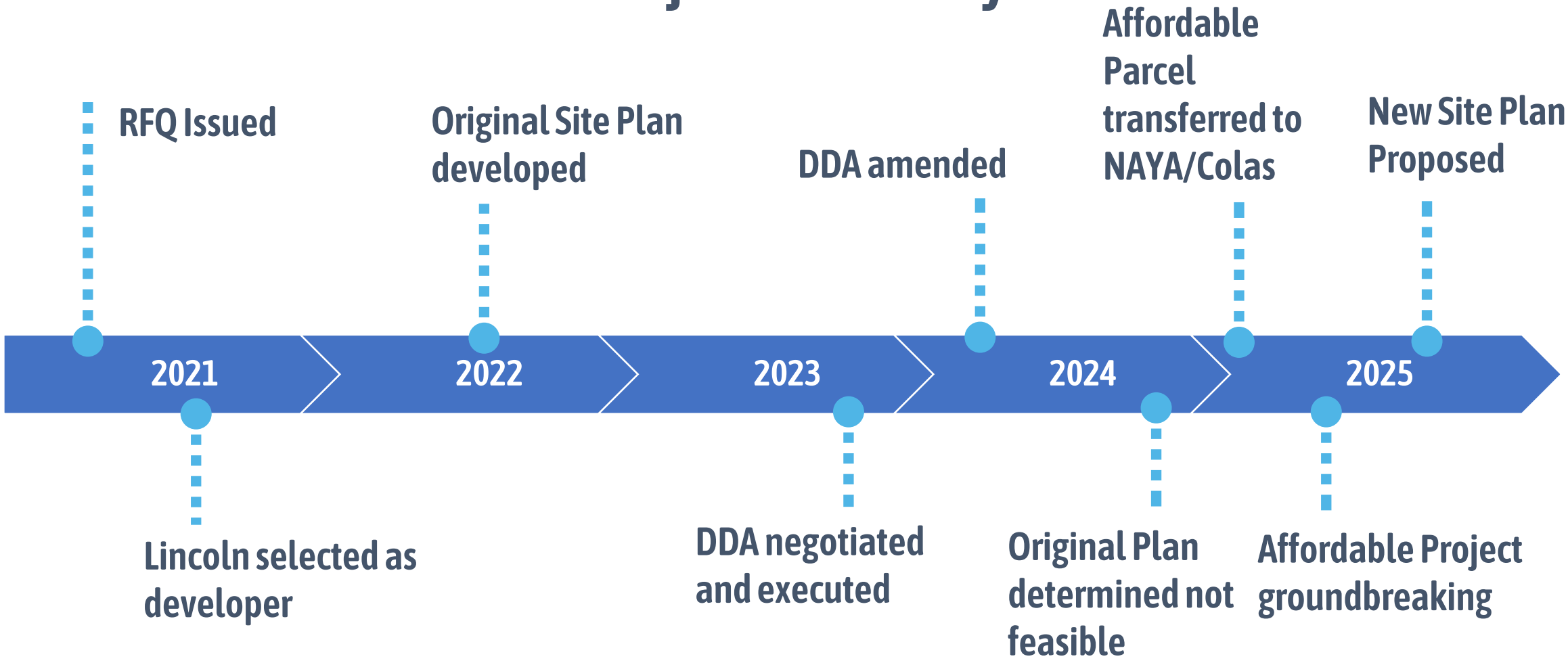
Patrick Quinton – Director, Economic Prosperity and Housing
Chim Chune Ko – Real Estate Project Manager, Economic Prosperity & Housing

January 26, 2026

Agenda

- Project History
- Market Challenges
- Overview of Previous Plan
- Proposed Program Change
- New Deal Terms
- Unchanged Deal Points
- Project Timeline
- Project Benefits
- Requested Action

Project History

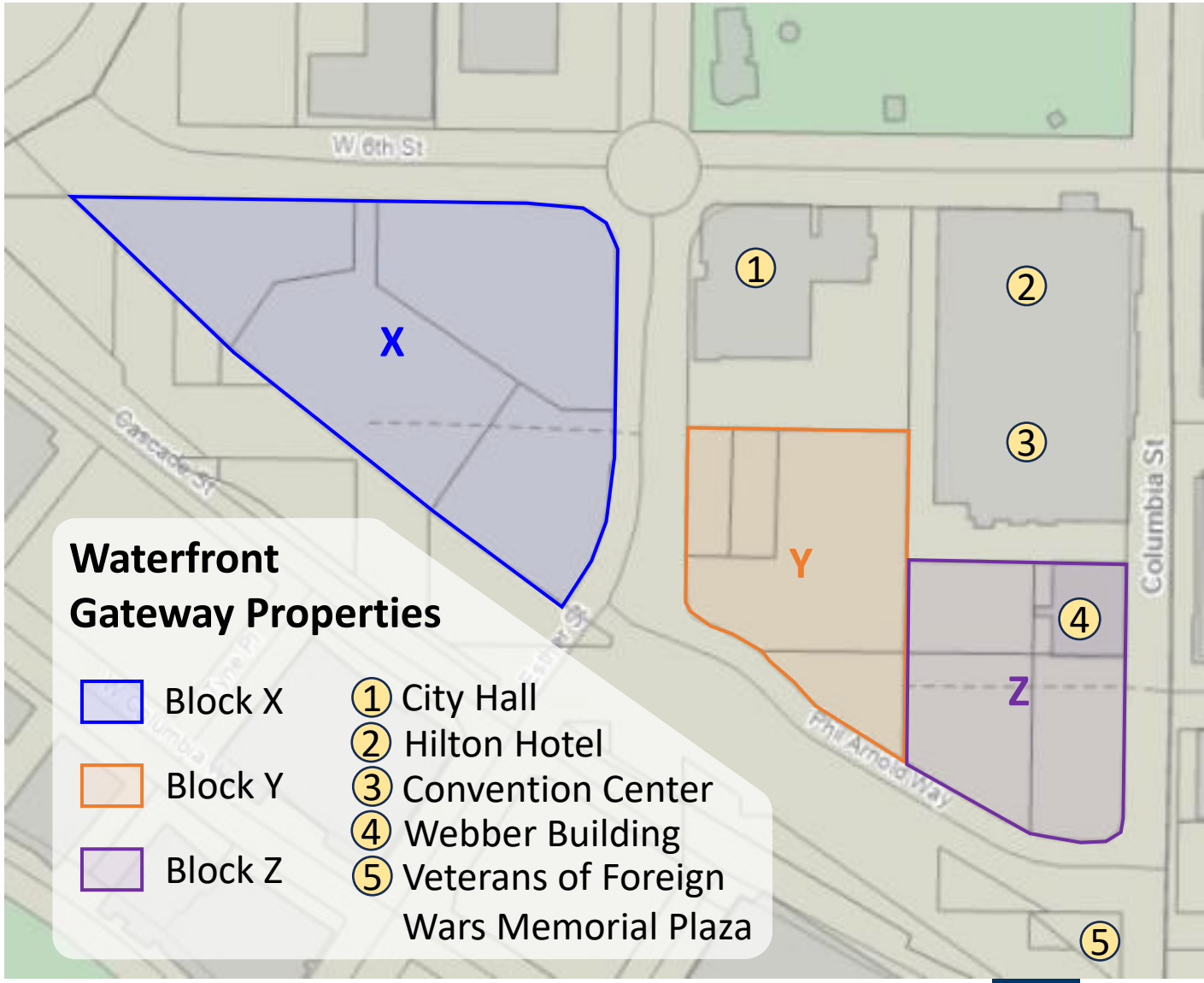


Market Challenges for Residential Development

- High Interest Rates
  - Lower leverage
  - Higher return requirements
- Construction/Material costs
  - Labor shortage
  - Increasing building standards/requirements
  - Material cost increases/tariffs
- Stagnant Rent Growth
- Increased Operating Costs
- Investor preference for existing properties
  - Lower cost and stabilized performance

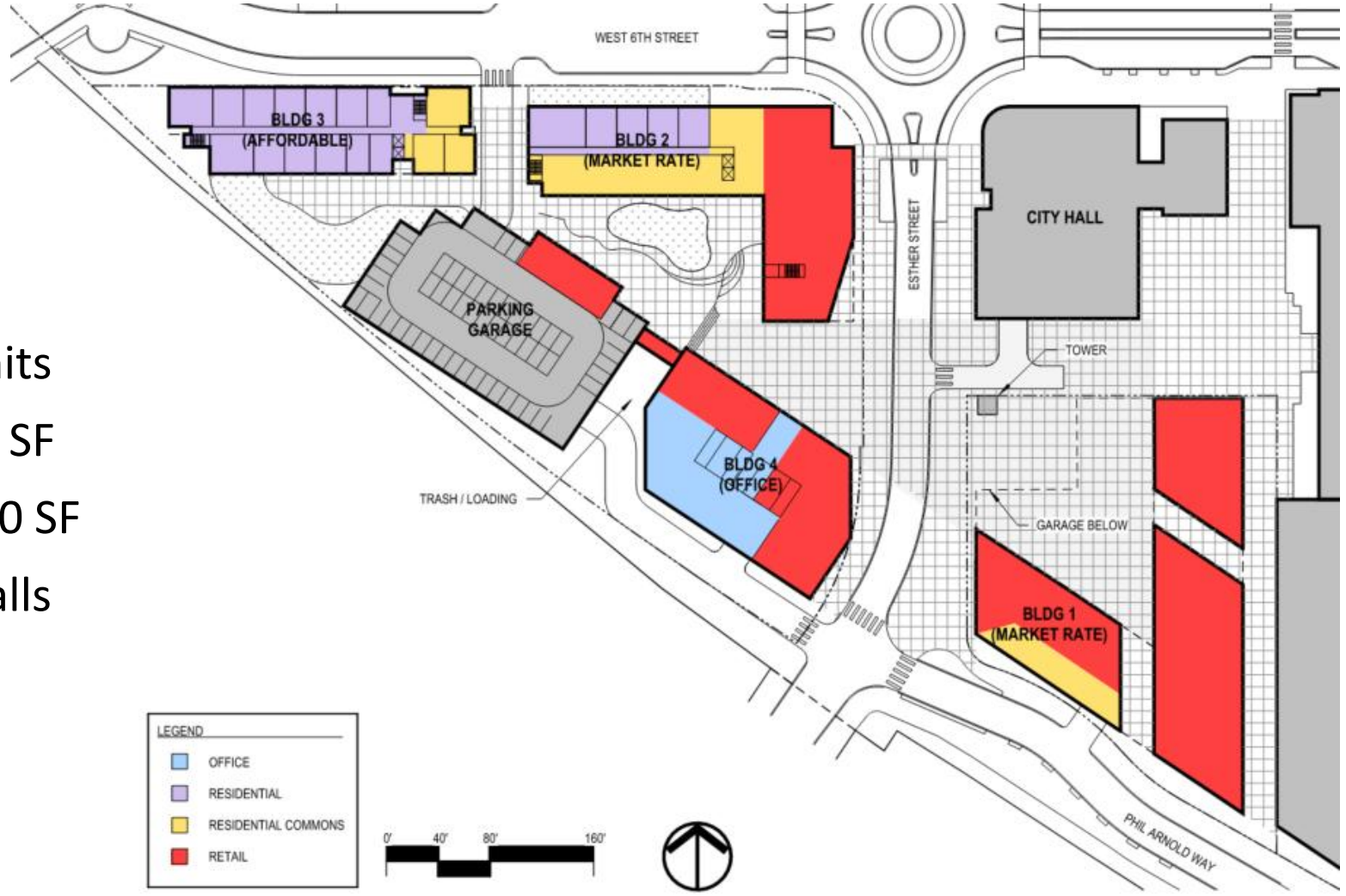
Waterfront Gateway Parcels

Block X Affordable:	28,600 sq ft
Block X Market Rate:	117,000 sq ft
Block Y:	67,000 sq ft
Block Z:	67,000 sq ft



Previous Plan

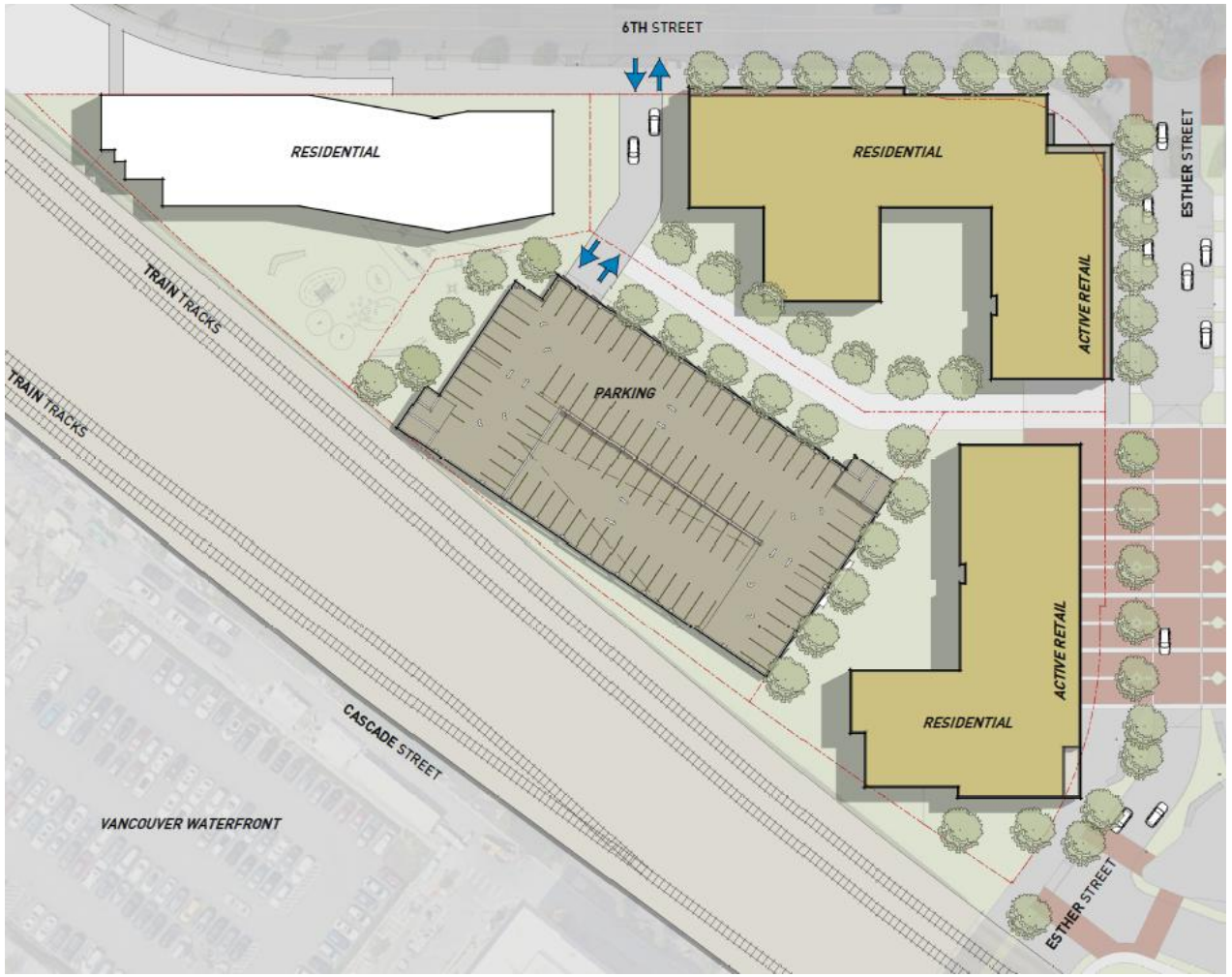
Residential:	280 Units
Retail:	37,400 SF
Office:	110,000 SF
Parking:	593 Stalls



Proposed New Plan

Updated Block X Layout

- Block Y removed (including the Plaza)
- Similar layout to the original plan but now 100% Residential
- Up to 50% of residential to be affordable at 80% AMI for minimum of 10 years
- 6 Story light wood framing



Summary of Proposed Changes

	Original Plan	Proposed Change
Total Units	279	315
Affordable Units	0	153
Retail SF	37,500	9,000
Office SF	110,000	0
Open Space	2 acres	0.3 acres*
Parking	593 stalls	306 stalls**

*Open Space on Block X alone is unchanged from Original Plan

**Estimate from Lincoln. Amended DDA does not include a parking minimum beyond code

Deal Changes

- Contract performance target dates changed to deadlines (events of default) for:
  - Submission of building permits
  - Start of construction
  - Completion of construction
- Multifamily Tax Exemption (MFTE) changed from 8 Year Market Rate to 12 Year Affordable
- Ground lease rent discounted by the percentage of affordable housing (up to 50%)
- Schedule extended to accommodate the City's 6 story light wood framing codework
- Parking reserved for the COLAS/NAYA affordable project
- Ground lease updated to reflect changes

Proposed Change in City Contribution – Block X

Existing Agreement		Proposed Additions to City Contribution	
	Estimated Cost		Estimated Cost
Soil Removal	$.2M	Extend MFTE from 8 to 12 years	$1.0M*
MFTE – 8 Year	$2.5M	Construction Sales Tax Exemption	$1.9M*
Total	**$2.7M**	Proposed Lease Discount (50%) over 20 years from original terms	$4.2M*
		Include parking for NAYA Project in garage (50 stalls)	$1.0M
		Net Change to City Contribution	**$8.1M**
		City Return on Investment**	**8.26%**

* Value is lost revenue compared to existing deal terms, not direct City Contribution. If the existing deal were to fall through, this revenue would not be collected.

** The estimated break-even date for this investment would be 2044

Unchanged Deal Points

- Small Business Opportunities Plan
- Sustainability commitment
  - Previously approved Green Building measures
  - Bike and EV parking
  - Silver Leaf tree coverage
- Contractor and subcontractor requirements
- Public access through site
- Contaminated Media Management Plan

New Project Timeline

	Original Plan	Inside Dates	Outside Date (Contractual Default Dates)
6 Story Code Adoption	N/A	Target July 2026	August 2026
Permit Submittal	October 2025	12 months from 6 Story Code Adoption (July 2027)	August 2027
Start of Construction	October 2026	4 Months from Permit Approval	March 2028
Construction Completion	October 2029	3 years from start of construction	March 2031

Benefits of Amended Agreement

- Previous plan is not feasible in the current market conditions
- Amending the existing plan delivers critical housing faster than new RFP/RFQ
- New site plan adds substantial new affordable housing
- Focus on Block X allows for future development of Blocks Y and Z in a more integrated fashion

Requested Action

Approve the resolution that authorizes the City Manager or their designee to finalize and execute on behalf of the City the Second Amendment to the disposition and development agreement, in its substantive form.

Thank You

1/26/2026

RESOLUTION NO. M-___

A RESOLUTION relating to the approval of a disposition and development agreement between the City of Vancouver and LPC West, LP; establishing the terms and conditions under which the Vancouver Waterfront Gateway site may be leased and conveyed by the City to LPC West; and authorizing the City Manager to execute and implement the amended and restated disposition and development agreement.

WHEREAS, the City owns real property commonly referred to as the "Vancouver Waterfront Gateway" site, which is located near the intersection of W 6th Street and Esther Street, in City of Vancouver, Washington (the "Property"); and

WHEREAS, the City identified the Property as a potential redevelopment site and on November 4, 2019 entered into a Memorandum of Understanding (MOU) with the Vancouver City Center Redevelopment Authority (CCRA) authorizing the CCRA to lead the development of the Property.

WHEREAS, on March 31, 2021, CCRA issued a Request for Qualifications (the "RFQ") for the Property and, following a thorough review process, selected LPC West as the preferred master developer for the Property; and

WHEREAS, on November 18, 2021, CCRA and LPC West entered into an Exclusive Negotiation Agreement which was subsequently extended through October 31, 2023; and

WHEREAS, on October 9, 2023, the City and LPC West entered into a Land Disposition and Development Agreement which was subsequently amended on March 21, 2024; and

WHEREAS, due to changes to regional and national economic conditions, the mix of uses and development plan is no longer financially feasible as described in SR_____; and

WHEREAS, LPC West and CCRA have negotiated a second amendment to the disposition and development agreement between the City and LPC West that details the revised terms of the disposition and development of the Property into a mixed-use district with mixed income housing, retail, and a parking structure as described in SR_____; and

WHEREAS, a public hearing was duly noticed and held by the City Council on Monday January 26, 2026, regarding the approval of the attached Amended and Restated Disposition and Development Agreement.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The City Council hereby authorizes the City Manager or their designee to finalize, execute, and implement on behalf of the City the Amended and Restated Disposition and Development Agreement, in its substantive form, attached hereto as Exhibit "A." The City Manager is authorized to negotiate and execute any documents necessary to implement the agreement, as well as any amendments to the agreement, except those that extend deadlines for more than 180 days, modify the financial terms of the agreement, or that are inconsistent with the material substantive terms set forth in SR _____.

ADOPTED at a Regular Meeting of the Vancouver City Council this _____, of _____, 2026.

_____
Anne McEnerny-Ogle, Mayor

Attest:

_____
Natasha Ramras, City Clerk

Approved as to form:

_____
Nena Cook, City Attorney

AMENDED AND RESTATED LAND DISPOSITION AND DEVELOPMENT AGREEMENT
(WATERFRONT GATEWAY DEVELOPMENT)

BY AND BETWEEN

CITY OF VANCOUVER, a Washington municipal corporation,

AND

LPC WEST LP, a Delaware limited partnership

JANUARY ___, 2026

AMENDED AND RESTATED
LAND DISPOSITION AND DEVELOPMENT AGREEMENT
(WATERFRONT GATEWAY DEVELOPMENT)

THIS AMENDED AND RESTATED LAND DISPOSITION AND DEVELOPMENT AGREEMENT (WATERFRONT GATEWAY DEVELOPMENT) is made as of January __, 2026 (the "**Effective Date**"), by and between CITY OF VANCOUVER, a Washington municipal corporation ("**City**"), and LPC WEST LP, a Delaware limited partnership, and its permitted successors and assigns ("**LPC West**"). City and LPC West are each referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. City owns the real property commonly referred to as the "Vancouver Waterfront Gateway" site, which is located near the intersection of West 6th Street and Esther Street, in Vancouver, Washington, and legally described on Exhibit A-1 attached hereto (the "**Property**").

B. City identified the Property, along with other nearby land not part of this Agreement, as a potential re-development site and entered into a November 4, 2019 Memorandum of Understanding with the City Center Redevelopment Authority, a City of Vancouver public authority ("**CCRA**") that authorized CCRA to solicit, select, and negotiate with a qualified lead developer to develop the site pursuant to a comprehensive development plan that would provide for a multi-story, mixed use district with public facilities and amenities on the Property. Any proposed development plan or disposition and development agreement arising out of the negotiations between LPC West and CCRA is subject to review and contingent upon approval by City Council.

C. On March 31, 2021, CCRA issued a "Request for Qualifications: Development Opportunity for a New District in Downtown Vancouver" (the "**RFQ**") for the Property and, following a thorough public review process, selected LPC West as the preferred lead developer for the Property.

D. On November 18, 2021, CCRA and LPC West entered into an Exclusive Negotiation Agreement, which was subsequently extended by amendments through October 31, 2023 (collectively, the "**ENA**").

E. LPC West and CCRA have negotiated the elements of a development plan for the project commonly known as "Waterfront Gateway" and the terms of this Agreement. Pursuant to this proposed development plan, the Property is anticipated to be developed as four separate parcels, generally anticipated in the locations shown on Exhibit A-2 attached hereto, with final legal descriptions to be agreed to by the Parties as provided in Section 2.4.5 of this Agreement (each a "**Parcel**" and collectively the "**Parcels**"). For purposes of describing and distinguishing between the Parcels, and the manner and sequence in which they are to be leased or conveyed, this Agreement will reference Parcels 2, 3, 4, and 5 as shown on Exhibit A-2.

F. As provided by the terms of this Agreement, the Parties anticipate that they will enter into a separate ground lease for three of the Parcels , and that City will convey one of the Parcels to LPC West. The Parties acknowledge and agree that City would not agree to ground lease or convey any Parcel to LPC West without the development terms, conditions, and obligations set forth in this Agreement.

G. On June 10, 2025, pursuant to that certain Partial Assignment of Land Disposition and Development Agreement, the City of Vancouver accepted LPC West's partial assignment to Native American Youth and Family Center ("**NAYFC**") of LPC West's rights and obligations under the Original DDA with respect to Parcel 3. Parcel 3 was sold to NAYFC on June 26, 2025.

H. Due to changes in economic conditions and project feasibility, LPC West and the City of Vancouver have mutually agreed to revise the design and uses of the projects to be constructed on Parcel 2, 4, and 5 and to remove Parcel 1 shown on Exhibit A-2 from the Agreement.

I. The Parties previously executed and delivered that certain Land Disposition and Development Agreement (Waterfront Gateway Development) dated October 9, 2023, as amended by that certain First Amendment to Land Disposition and Development Agreement (Waterfront Gateway Development) dated March 21, 2024 (collectively, the "**Original DDA**"). As of the Effective Date, this Agreement amends, restates, and replaces the Original DDA in its entirety except for definitions from the Original DDA that are specifically defined in reference to the Original DDA herein.

AGREEMENT

NOW, **THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, LPC West and City agree as follows:

ARTICLE 1. DEFINITIONS AND EXHIBITS

1.1 Definitions. In addition to the defined terms with meanings given elsewhere in this Agreement, the following definitions shall apply throughout this Agreement.

1.1.1 "**100% Schematic Design Plans and Drawings**" means the schematic design drawings of the Improvements to be attached to this Agreement as Exhibit B following approval by the City in its proprietary capacity in accordance with the terms of this Agreement and which will need to be approved by the City in its regulatory capacity.

1.1.2 "**Access Easements**" has the meaning set forth in Section 6.2.8.

1.1.3 "**Additional Deposit**" has the meaning set forth in Section 3.3.1.

1.1.4 "**Affordable Housing**" has the meaning set forth in Section 6.1.1.

1.1.5 "**Affordable Housing Covenant**" has the meaning set forth in Section 3.2.3.

1.1.6 "**Affordable Housing Parcel**" and "Parcel 3" means the parcel identified on Exhibit A-2 as the "Affordable Housing Parcel".

1.1.7 **"Affordable Housing Parcel Parking"** means the parking capacity provided on "Parcel 5" that shall be available for non-exclusive use by tenants of the Affordable Housing Parcel with parking charges that are no greater than market rates.

1.1.8 "**Agreement**" means this Amended and Restated Disposition and Development Agreement, including the attached Exhibits and all subsequent duly executed memoranda, implementation agreements, and amendments to this Agreement.

1.1.9 "**Allocated Value**" has the meaning set forth in Section 4.1.3.1.

1.1.10 "**Approvals**" has the meaning given to it in Section 2.1.2.4.

1.1.11 "**Block X**" has the meaning set forth in Section 4.1.3.1.

1.1.12 "**Block Y**" means Parcel 1.

1.1.13 "**Business Days**" mean any day other than Saturday, Sunday, or a legal holiday in the state of Washington as provided by the RCW 1.16.050(1) or a successor statute.

1.1.14 "**CCRA**" has the meaning set forth in Recital B.

1.1.15 "**Certificate of Completion**" has the meaning given to it in Section 5.6.

1.1.16 "**Certificate of Occupancy**" means the temporary certificate of occupancy issued by City, or comparable City sign-off, for the completion of construction of a Component of the Improvements.

1.1.17 "**City**" has the meaning set forth in the introductory paragraph of this Agreement.

1.1.18 "**City Code**" means the City of Vancouver Municipal Code.

1.1.19 "**City Council**" means the City of Vancouver elected, governing body vested with the authority of the council-manager form of government for a Washington first class city.

1.1.20 "**City's Cure Notice**" has the meaning set forth in Section 3.4.4.3.

1.1.21 "**City's knowledge**" has the meaning set forth in Section 7.2.

1.1.22 "**City Letter**" has the meaning set forth in Section 3.4.1.

1.1.23 "**Closing**" or to "**Close**" means, (a) as to any Parcel other than Parcel 3, the execution of the Ground Lease by the Parties and the recording of the Memorandum of Ground Lease for such Parcel, and (b) with respect to Parcel 3, City's execution, delivery and recordation of the Deed conveying such Parcel to LPC West, and LPC West's payment of the purchase price therefor. The Parties acknowledge that the Closing with respect to Parcel 3 occurred prior to the Effective Date of this Agreement.

1.1.24 "**Closing Date**" means (a) the date of recording of the Memorandum of Ground Lease for a Parcel other than Parcel 3, and (b) the date of recording of the Deed for Parcel 3, all as further defined in Section 3.6, which Deed recorded on June 25, 2025.

1.1.25 "**Closing Obligations**" has the meaning set forth in Section 8.3.

1.1.26 "**Code Amendment**" has the meaning set forth in Section 2.2.

1.1.27 "**Code Amendment Deadline**" has the meaning set forth in Section 2.2.

1.1.28 "**Code Amendment Adoption Date**" has the meaning set forth in Section 2.2.

1.1.29 "**Commence construction**" and "**commencement of construction**" have the meanings set forth in Section 5.2.

1.1.30 "**Completion Guaranty**" means a guaranty of completion of vertical improvements on a Parcel given by LPC West to City, the form of which will mirror the form and substance of the completion guaranty provided by LPC West to its construction lender.

1.1.31 "**Completion of construction**" has the meaning set forth in Section 5.3.

1.1.32 "**Component**" means the Improvements planned for development on a particular Parcel.

1.1.33 "**Condition Precedent**" and "**Conditions Precedent**" has the meanings set forth in Section 2.1.3.

1.1.34 "**Contaminated Soils**" has the meaning set forth in Section 3.11.

1.1.35 "**CSTE**" has the meaning set forth in Section 6.6.

1.1.36 "**CSTE Projects**" has the meaning set forth in Section 6.6.

1.1.37 "**Deed**" has the meaning set forth in Section 3.2.5.1.

1.1.38 "**Deposit**" has the meaning set forth in Section 3.3.1.

1.1.39 "**Design Guidelines**" has the meaning set forth in Section 6.2.4.

1.1.40 "**Development**" means the Property and the Improvements.

1.1.41 "**Due Diligence Period**" has the meaning set forth in the Original DDA.

1.1.42 "**Effective Date**" has the meaning given to it in the first sentence of this Agreement.

1.1.43 "**ENA**" has the meaning given to it in Recital D of this Agreement.

1.1.44 "**Escrow**" means, for each Parcel, the escrow established with the Title Company for the purpose of Closing on such Parcel.

1.1.45 "**Environmental Reports**" has the meaning set forth in Section 7.1.4.

1.1.46 "**Exception**" has the meaning set forth in Section 3.4.2.

1.1.47 "**Force Majeure**" has the meaning set forth in Section 11.6.1.

1.1.48 "**Force Majeure Event**" has the meaning set forth in Section 11.6.1.

1.1.49 "**Gateway Affordable Housing**" has the meaning set forth in Section 6.1.1

1.1.50 **"Gateway Affordable Housing Covenant**" has meaning set forth in Section 6.5.

1.1.51 **"Gateway Affordable Housing CSTE Covenant"** has meaning set forth in Section 6.

1.1.52 "**Generator and Well**" has the meaning set forth in Section **Error! Reference source not found.**.

1.1.53 "**Ground Lease**" has the meaning set forth in Section 2.3.

1.1.54 "**Hazardous Materials**" means any substance, material, or waste which is: (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste", "pollutant" or any other terms comparable to the foregoing terms under any provision of Washington law or federal law; (2) petroleum and any fraction thereof; (3) asbestos and asbestos containing materials; (4) polychlorinated biphenyls; (5) radioactive materials; (6) mold; (7) Methyl Tertiary Butyl Ether; or (8) determined by Washington, federal or local governmental authority to be capable of posing a risk of injury to health, safety, property, or the environment. Without limiting the foregoing, Hazardous Materials means and includes any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous, toxic or radioactive substance, or other similar term, by any Hazardous Materials Laws including any federal, state or local environmental statute, regulation or ordinance presently in effect that may be promulgated in the future, as such as statutes, regulations and ordinances may be amended from time to time.

1.1.55 "**Hazardous Materials Laws**" means all federal, state, and local laws, ordinances, regulations, orders and directives governing hazardous waste, hazardous substances, discharges of pollutants to soil or groundwater, wastewater discharges, drinking water, air emissions, Hazardous Materials releases or reporting requirements, Hazardous Materials use, storage or disposal, and employee or community right-to-know requirements related to Hazardous Materials and the work being performed under this Agreement.

1.1.56 "**Improvements**" means the planned redevelopment of the Property, as described in Article 6 of this Agreement, and depicted in the 100% Schematic Design Plans and Drawings, to be attached as Exhibit B. If any conflict exists between this Agreement and the 100% Schematic Design Plans and Drawings, this Agreement will control. There are Improvements contemplated for construction with each Component.

1.1.57 "**Incremental Cost Estimate**" has the meaning set forth in Section 3.11.5.

1.1.58 **"Indemnified Party**" has the meaning set forth in Section 11.8.

1.1.59 "**Indemnifying Party**" has the meaning set forth in Section 11.8.

1.1.60 "**Initial Deposit**" has the meaning set forth in Section 3.3.1.

1.1.61 "**Initial Submittal**" has the meaning set forth in Section 6.2.6.1.

1.1.62 "**Laws**" has the meaning set forth in Section 7.1.6.

1.1.63 "**Legal Lot**" has the meaning set forth in Section 2.1.2.2.

1.1.64 "**LPC West**" has the meaning set forth in the introductory paragraph of this Agreement.

1.1.65 "**LPC West Due Diligence**" has the meaning set forth in the Original DDA.

1.1.66 "**LPC West's Affiliate**" has the meaning set forth in Section 11.23.1.

1.1.67 "**LPC West's knowledge**" has the meaning set forth in Section 7.6.

1.1.68 "**LPC West Parties**" has the meaning set forth in Section 7.3.

1.1.69 **"Market Rate Housing"** refers to residential units that are rented or sold at prices determined by the open market, without public subsidies or income restrictions.

1.1.70 "**Market Rate Housing Ratio**" has the meaning set forth in Section 4.1.3.1.

1.1.71 "**MFTE**" has the meaning set forth in Section 6.5.

1.1.72 "**MFTE Projects**" has the meaning set forth in Section 6.5.

1.1.73 "**Mortgage**" means a mortgage or deed of trust against a Parcel recorded in the real property records of the county in which the Parcel is located.

1.1.74 "**Mortgagee**" means the holder of any Mortgage affecting or encumbering a Parcel, or the Ground Lease on any Parcel, together with any successor or assignee of such holder including the first purchaser from Mortgagee if Mortgagee acquires the Parcel at a foreclosure sale or from Mortgagee following a deed in lieu of foreclosure. The term ''Mortgagee" shall include any Mortgagee as owner of the Parcel as a result of foreclosure proceedings, or action in lieu thereof, or any insurer or guarantor of any obligation or condition secured by a Mortgage as well as (a) any other person or entity who thereafter obtains title to the Parcel, from or through a Mortgagee or (b) any other purchaser at a foreclosure sale.

1.1.75 "**Must Remove Exceptions**" has the meaning set forth in Section 3.4.4.2.

1.1.76 "**NAYFC**" has the meaning set forth in Recital G.

1.1.77 "**New Exception**" has the meaning set forth in Section 3.4.4.1.

1.1.78 "**Open Space**" has the meaning set forth in Section 6.1.4.

1.1.79 "**Original DDA**" has the meaning set forth in Recital I.

1.1.80 "**Parcel**" and "**Parcels**" have the meanings given to them in Recital E.

1.1.81 "**Parcel 1**" means the Parcel legally descripted on Exhibit A-3-1 and depicted on Exhibit A-3-2.

1.1.82 **"Parcel 2"** means the parcel identified as "Parcel 2" on Exhibit A-2.

1.1.83 **"Parcel 3"** and "Affordable Housing Parcel" mean the parcel identified as "Parcel 3" on Exhibit A-2.

1.1.84 "**Parcel 3 Transferee**" has the meaning set forth in Section 3.2.4.

1.1.85 **"Parcel 4"** means the parcel identified as "Parcel 4" on Exhibit A-2.

1.1.86 **"Parcel 5"** means the parcel identified as "Parcel 5" on Exhibit A-2.

1.1.87 "**Parcel-Specific Survey**" has the meaning set forth in Section 3.4.2.

1.1.88 "**Parcel-Specific Title Commitment**" has the meaning set forth in Section 3.4.2.

1.1.89 "**Parcel-Specific Title Exam Deadline**" has the meaning set forth in Section 3.4.2.

1.1.90 "**Party**" and "**Parties**" has the meaning set forth in the introductory paragraph of this Agreement.

1.1.91 "**Permitted Exceptions**" has the meaning given to it in Section 3.7

1.1.92 **"Phase 1**" means Parcels 2, 4 and 5 of the Waterfront Gateway Project and, through this Amended and Restated Agreement, is now the only phase identified as it intentionally includes all of the Property subject to development by LPC West under this Agreement.

1.1.93 **"Phase 1 Closing Date"** has the meaning given to it in Section 3.6.1.

1.1.94 "**Phase 1 Outside Closing Date**" has the meaning given to it in Section 3.6.1.

1.1.95 "**Property**" has the meaning set forth in Recital A.

1.1.96 "**Property Information**" has the meaning set forth in Section 2.4.1.

1.1.97 **"RCW"** means the Revised Code of Washington.

1.1.98 "**Released Parties**" has the meaning set forth in Section 3.8.4.

1.1.99 "**Remaining Deposit**" has the meaning set forth in Section 3.3.3.

1.1.100 "**Remediation Plan**" has the meaning set forth in Section 3.11.1.

1.1.101 "**Required Completion Date**" has the meaning set forth in Section 5.3.

1.1.102 "**RFQ**" has the meaning set forth in Recital C.

1.1.103 "**Schedule of Performance**" means the schedule attached to this Agreement as Exhibit C, which contains actions to be taken by the Parties pursuant to this Agreement to achieve the ground leasing and conveyance of the Parcels to LPC West and the development of the Components of the Improvements on the Property. The Schedule of Performance is subject to Force Majeure.

1.1.104 "**Survey**" has the meaning set forth in Section 3.4.1.

1.1.105 "**Survival Period**" has the meaning set forth in Section 7.3.

1.1.106 "**Title Affidavit**" has the meaning set forth in Section 3.4.5.

1.1.107 "**Title Commitment**" has the meaning set forth in Section 3.4.1.

1.1.108 "**Title Company**" means the Vancouver, Washington office of Chicago Title/Fidelity National Title at 655 West Columbia Way, Suite 200, Vancouver, Washington 98660.

1.1.109 "**Title Exam Deadline**" has the meaning set forth in Section 3.4.2.

1.1.110 "**Title Policy**" has the meaning set forth in Section 2.1.2.7(i).

1.1.111 "**Title Update**" has the meaning set forth in Section 3.4.4.1.

1.1.112 "**Updated Title Exam Deadline**" has the meaning set forth in Section 3.4.4.1.

1.1.113 "**VMC**" has the meaning set forth in Section 6.6.1.

1.2 Exhibits and Schedules. The following exhibits and schedules are attached to and incorporated in the Agreement:

Exhibit A-1:	Legal Description of the Property
Exhibit A-2:	Depiction of the Parcels
Exhibit A-3-1:	Legal Description of Parcel 1
Exhibit A-3-2:	Depiction of Parcel 1
Exhibit B:	100% Schematic Design Plans and Drawings
Exhibit C:	Schedule of Performance
Schedule 2.1.1.4:	Form of Ground Lease
Schedule 2.4.5:	Final Legal Lot Configuration
Schedule 3.2.4.1:	Form of Deed
Schedule 3.2.4.2:	Form of Assignment of Intangibles
Schedule 4.1.3.3:	Ground Lease - Discounted Rent
Schedule 6.2.1:	Green Building Measures
Schedule 6.2.3:	Workforce and Business Development Strategy
Schedule 6.2.4:	Design Guidelines
Schedule 6.2.6:	Open Space
Schedule 6.2.7:	Small Business Outreach and Marketing Plan
Schedule 6.2.9:	Tree Plan
Schedule 7.1.4:	Environmental Reports

ARTICLE 2. PREDISPOSITION REQUIREMENTS

2.1 Conditions Precedent.

2.1.1 City's Conditions Precedent to Obligation to Ground Lease or Convey a Parcel. Notwithstanding anything in this Agreement to the contrary, City's obligation to Close on any Parcel is subject to and contingent upon the satisfaction or waiver, as provided in Section 2.1.3, of the following Conditions Precedent, which are solely for the benefit of City:

2.1.1.1 *Initial Ground Lease Rent*. LPC West shall have deposited in Escrow any rent due at Closing pursuant to the Ground Lease for the relevant Parcel.

2.1.1.2 *Pre-Application Conference*. LPC West shall have held a pre-application conference with City to discuss the Component to be developed on the Parcel.

2.1.1.3 *No Default*. LPC West shall not be in default of its obligations under this Agreement in any material respect and beyond any applicable cure period.

2.1.1.4 *City Council Approval of Ground Lease and Finalization of each Individual Ground Lease*. Prior to Closing, City shall have approved each separate Ground Lease with respect to each Parcel, which shall be based on the form of Ground Lease attached to this Agreement as *Schedule 2.1.1.4*. The Parties understand and acknowledge that each Ground Lease entered into at Closing may include slightly different provisions, with such provisions related to distinctive characteristics or circumstances of the Parcel or Component of the Improvements to be developed on the Parcel.

2.1.1.5 *Representations and Warranties*. All representations and warranties of LPC West contained in any part of this Agreement shall be true and correct in all material respects as of the Closing Date.

2.1.1.6 *Closing Documents*. LPC West shall have delivered to Escrow duly executed copies of the following documents related to the Closing for the relevant Parcel:

(i) Ground Lease for each of Parcels 2, 4 and 5;

(ii) Memorandum of Ground Lease in recordable form for each of Parcels 2, 4 and 5;

(iii) The Completion Guaranty;

(iv) Such other documents as the Title Company may reasonably request to issue the Title Policy for the relevant Parcel; and

(v) Such other documents as may be reasonably required to effectuate the Closing of the Ground Lease or Purchase of a Parcel pursuant to this Agreement.

2.1.1.7 *No Litigation*. There is no pending claim, dispute, or litigation that prevents or is likely to prevent City from performing its obligations under this Agreement; *provided, however*, that a pending claim, dispute, or litigation arising from an event that constitutes a material breach of this Agreement by City shall not excuse the performance by City and shall not be a reason this Condition Precedent is unsatisfied.

2.1.1.8 *Financing*. LPC West shall have provided City with evidence or documentation that LPC West has secured such equity or debt financing as is sufficient to develop and construct the Improvements on the Parcel or Parcels that are the subject of the applicable Closing.

2.1.1.9 *Recording of Access Easements.* The Access Easements have been recorded against the Parcel or Parcels that are the subject of the Closing.

2.1.2 Conditions Precedent to LPC West's Obligation to Close on a Parcel. Notwithstanding anything in this Agreement to the contrary, LPC West's obligation to Close on any Parcel is subject to and

contingent upon the satisfaction or waiver, as provided in Section 2.1.3, of the following Conditions Precedent, which are solely for the benefit of LPC West:

2.1.2.1 *No Default*. City shall not be in default of its obligations under this Agreement in any material respect and beyond any applicable cure period.

2.1.2.2 *Legal Lots*.

(i) Prior to the Effective Date, City completed a boundary line adjustment, which created each Parcel as a separate unit of land complying with all requirements of state and local law to be considered a legal lot capable of being separately ground leased or conveyed, as applicable, and developed, all in accordance with Section 2.4.5 below (each a "**Legal Lot**"). The approval or approvals so creating the Parcel as a Legal Lot are final and unappealable.

(ii) LPC West needs to confirm that the boundary lines of each Legal Lot conform to the newly anticipated 100% Schematic Design Plans and Drawings and the vertical development to be built on each such Legal Lot, which determination LPC West will make by the time it submits the 100% Schematic Design Plans and Drawings to the City for review and approval in accordance with this Agreement. If LPC West determines that it needs to adjust the boundary lines of one or more Legal Lots, then LPC West, at no cost to City, will complete such work by the Phase 1 Outside Closing Date.

2.1.2.3 *Financing*. LPC West has secured to its satisfaction, as determined in its sole and absolute discretion, such equity or debt financing as is sufficient to develop and construct the Improvements on the Parcel or Parcels that are the subject of the applicable Closing.

2.1.2.4 *Permits and Approvals*. LPC West shall have received (or have ready to issue, subject only to the payment of fees) all final, non-appealable governmental approvals necessary for the development of the Component on the Parcel, including any necessary or desirable permits, licenses, permissions, consents, land use approvals, building permits, encroachment permits, plats, variances, conditional use requests, local improvement district approvals, and other approvals (collectively, the "**Approvals**"). City hereby grants to LPC West the right, and in City's name as owner of the Property if so required, to, among other things, (a) enter into discussions and negotiations regarding the Property with all governmental authorities, and (b) apply for, prosecute, participate in, and cause to be issued and finally approved any and all Approvals. City agrees to reasonably cooperate with LPC West in seeking all such Approvals for the Improvements, including that City agrees, as owner of the Property, to sign any application form reasonably necessary to obtain the Approvals.

2.1.2.5 *Representations and Warranties*. All representations and warranties of City contained in any part of this Agreement shall be true and correct in all material respects as of the Closing Date.

2.1.2.6 *Closing Documents*. City shall have delivered to Escrow duly executed copies of the following documents for the relevant Parcel:

(i) Ground Lease for each of Parcels 2, 4 and 5;

(ii) Memorandum of Ground Lease in recordable form for each of Parcels 2, 4 and 5;

(iii) Such affidavits and other documents as the Title company may reasonably request to issue the Title Policy for the relevant Parcel;

(iv) Such other documents as may be reasonably required to effectuate the applicable Closing.

2.1.2.7 *Title Matters*.

(i) Title Company shall be irrevocably committed to issue, in the case of the ground leased Parcels, an ALTA Extended Coverage Leasehold Owner's Policy of Title Insurance to LPC West for insuring LPC West's leasehold interest in the Parcel, and the cost of the relevant Component of the Improvements, and showing fee simple title to the Property vested in City, subject only to the Permitted Exceptions, and containing such endorsements as are required by LPC West or its lenders (the "**Title Policy**"). Any commitment for a loan policy in connection with a Closing shall be acceptable both to LPC West and to any lender that will provide financing for the Closing or for development of the Component on the Parcel.

(ii) City has terminated all easements, leases, licenses, and agreements related to the relevant Parcel, including parking easements, leases, licenses, and agreements, except to the extent that any of the foregoing are Permitted Exceptions.

2.1.2.8 *No Litigation*. There is no pending claim, dispute, or litigation that prevents or is likely to prevent LPC West from performing its obligations under this Agreement; *provided, however*, that a pending claim, dispute, or litigation arising from an event that constitutes a material breach of this Agreement by LPC West shall not excuse the performance by LPC West and shall not be a reason this Condition Precedent is unsatisfied.

2.1.2.9 *Material Adverse Change*. No material adverse change in the physical or legal condition of the Parcel has occurred or been discovered between the Effective Date and the Closing Date.

2.1.2.10 *Recording of Access Easements on all Parcels.* The Access Easements have been recorded against the Parcel or Parcels that are the subject of the Closing.

2.1.3 Failure or Waiver of Conditions Precedent. Notwithstanding anything to the contrary set forth in this Agreement, neither City nor LPC West is obligated to proceed with the lease of any Parcel to LPC West unless the conditions set forth in this Section 2.1.3 (each, a "**Condition Precedent**," and collectively, the "**Conditions Precedent**") are satisfied or waived in writing by the benefitted Party prior to the Closing Date. Conditions Precedent for a Parcel shall be automatically deemed satisfied or waived upon the Parties' execution and recordation of the Memorandum of Ground Lease for a Parcel, even if a Party has not notified the other Party in writing of such satisfaction or waiver.

2.1.3.1 Elections upon Non-Satisfaction of Conditions. If any Condition Precedent is not fulfilled to the satisfaction of the benefited Party as of the applicable Closing Date, then such benefited Party may elect to:

(i) Terminate this Agreement in its entirety or only as to the Parcels that are the subject of the applicable Closing, by and effective upon written notice to the other Party;

(ii) Waive in writing the benefit of that Condition Precedent and proceed in accordance with the terms of this Agreement; or

(iii) Designate in writing a later date for the applicable Closing or Closings, to allow additional time for the condition to be satisfied, if the condition can be satisfied with additional time and the other Party agrees in writing to the later date. Notwithstanding the foregoing, if any of the Conditions Precedent set forth in Sections 2.1.2.1 (No Default), 2.1.2.2 (Legal Lot), 2.1.2.6 (Closing Documents), 2.1.2.7 (Title Matters), 2.1.2.8 (No Litigation), or 2.1.2.10 (Recording of Access Easements on all Parcels) is not satisfied at a Closing, then LPC West may grant City additional time to satisfy such Condition(s) Precedent and allow for a later Closing by delivering written notice of such election prior to the Closing Date, in which event the both the Closing Date and the time period for commencement of construction under the Schedule of Performance for such Parcel or Parcels shall be increased by one day for each day of delay in City's satisfaction of the applicable Condition(s) Precedent.

2.1.3.2 Effect of Termination for Non-Satisfaction of Conditions Precedent to Closing. If this Agreement terminates or is terminated for non-satisfaction of the Conditions Precedent to Closing and neither Party is in default under this Agreement pursuant to Article 8, then all rights and obligations of the Parties under this Agreement applicable to the Parcel or Parcels designated in the written notice shall terminate, other than: (a) City's obligation to refund to LPC West the Deposit; and (b) the obligation to cooperate in preparing, executing, and recording such documents as may be necessary or desirable to reflect the termination, or partial termination, of this Agreement as to all or some of the Parcels of the Property, in the real property records of the county in which the Property is located. If a Party is in default under this Agreement on the date this Agreement terminates or is partially terminated for non-satisfaction of the conditions precedent to a Closing, then the rights and remedies accruing to the other Party under this Agreement as a result of such default shall survive termination of this Agreement.

2.2 City Code Amendment. City has committed to promptly and diligently pursue an amendment to City Code allowing for the construction of six (6) story wood frame construction projects within the City, including on the Property and for the MFTE Projects (the "**Code Amendment**"). The "**Code Amendment Adoption Date"** shall be the date the City has achieved a final and non-appealable Code Amendment. Upon the Code Amendment Adoption Date, LPC West shall proceed with 100% Schematic Design Plans and Drawings based on six (6) story buildings for the MFTE Projects. If City has not achieved a final and non-appealable Code Amendment by the date that is one hundred and eighty days (180) from the Effective Date (the "**Code Amendment Deadline**"), then LPC West, at its election, may proceed with 100% Schematic Design Plans and Drawings based on five (5) story buildings for the MFTE Projects.

2.3 Ground Lease Negotiations. LPC West and the City have agreed on the form of ground lease for each of Parcels 2, 4, and 5 (each, a "**Ground Lease**"), which form of Ground Lease is attached to this Agreement as *Schedule 2.1.1.4.* The Parties agree that the Ground Lease for each Parcel shall be in substantially the form approved by City Council but may have differences, including provisions related to distinctive characteristics or circumstances of the Parcel or Component to be developed on the Parcel.

2.4 LPC West Due Diligence Contingency.

2.4.1 Property Information. The City has delivered to LPC West all information, documentation, and reports in City's possession or control pertaining to the Property, including, without limitation, the following (collectively, the "**Property Information**"): (a) all plans, drawings, specifications, soils reports, engineering and architectural studies, zoning studies or reports, hazardous waste studies, geotechnical

and seismic reports, soils reports, archeological studies, hydrology reports, wetland studies, topographical maps, boundary and ALTA surveys, environmental reports, traffic or other transportation studies, grading plans, and any other reports, studies, investigations, or other analyses relating to the Property; (b) copies of all contracts and agreements between City and City's consultants relating to the materials addressed in subsection (a); (c) all permits, entitlement documents, zoning agreements, agreements with any governmental entities, and notices from governmental entities, for the Property, and all correspondence related thereto; (d) any agreements affecting the Property; (e) property tax bills and any notices of tax assessments for the past five (5) years; and (f) any other documents reasonably related to development of the Improvements that LPC West reasonably requested during the Due Diligence Period.

2.4.2 LPC West Due Diligence Contingency. Except as expressly set forth in Section 3.4 of this Agreement, LPC West conducted and completed its due diligence of the Property prior to the expiration of the Due Diligence Period.

2.4.3 Access. LPC West may enter the Property at any time between the Effective Date and the Closing Date for a Parcel in accordance with the terms hereof and the City shall ensure unfettered physical access to the Property. LPC West shall obtain City's prior written consent to any invasive testing, which consent shall not be unreasonably withheld, conditioned or delayed. LPC West shall be solely responsible for all costs of inspections and shall restore the Property to the same condition it was in prior to inspection or to a better condition. LPC West agrees to indemnify and defend City from all liens, costs, claims, and expenses, including attorneys' fees and experts' fees, arising from or relating to entry onto or inspection of the Property by LPC West, its agents, and representatives. This obligation to indemnify and defend City shall survive Closing or termination of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, LPC West shall have no liability or responsibility for any claim, costs (including attorney fees), loss, or liability arising out of or to the extent related to (a) pre-existing conditions on, at, under, or around the Property, or (b) the negligence or intentional acts of City or its agents, employees, or contractors.

2.4.4 Due Diligence Period; LPC West Satisfaction. LPC West timely delivered to the City notice that the LPC West Due Diligence was acceptable to LPC West other than items that remain outstanding under the express terms of Section 3.4 of this Agreement.

2.4.5 Legal Descriptions of Parcels. The legal descriptions of the Parcels, each of which is a Legal Lot, are attached hereto as Exhibit A-1.

ARTICLE 3. DISPOSITION OF PROPERTY

3.1 Ground Leases; Construction and Staging Easement.

3.1.1 Provided the Conditions Precedent in Article 2 have all been satisfied or waived by the applicable benefited Party, City shall ground lease to LPC West, and the LPC West shall ground lease from City, Parcels 2, 4 and 5 of the Property pursuant to a Ground Lease for each such Parcel.

3.1.2 Simultaneously with entering into the Ground Leases with respect to Parcels 2, 4, and 5, and as a condition thereof, the City shall grant to LPC West temporary construction licenses and easements over City property, as reasonably necessary for LPC West to construct Improvements on Parcels 2, 4, and 5. Such licenses and easements shall be in a form reasonably satisfactory to both the City and LPC West and shall include: (a) temporary licenses for construction staging and trailers; (b) easements to support construction cranes, including over City rights of way, once crane locations and the

radii of crane jibs have been determined by LPC West; and (c) the right of access over and across City property, adjacent to and abutting the Property.

3.2 Conveyance. The City conveyed Parcel 3 NAYFC on or before the Phase 1 Closing Date, all on the terms and conditions set forth in this Section 3.2 and elsewhere in this Agreement.

3.2.1 Provided that Parcel 3 is used as Affordable Housing and that the conveyance complies with RCW 39.33.015 in all other respects, the purchase price for Parcel 3 is $1.00 which was paid in cash on the Closing Date.

3.2.2 The conveyance of Parcel 3 by City included the land comprising the Parcel, together with: (a) all rights, privileges, licenses, and easements appurtenant to the land owned by City, including, without limitation, all minerals, oil, and gas on and under the land, as well as development rights, air rights, and water rights related to the land, and any other easements, private rights-of-way, or appurtenances used in connection with the beneficial use and enjoyment of the land; (b) all improvements, equipment, fixtures or other personal property of every kind located on the land, if any; and (c) any and all permits, warranties, development rights, intangible property and any other similar personal property assets owned by City with respect to the land and the improvements thereon.

3.2.3 City conveyed Parcel 3 pursuant to the Deed, subject only to the Permitted Exceptions and an affordable housing covenant ("**Affordable Housing Covenant**") no less than 50 years in duration together with such other terms and conditions are reasonably required to comply with RCW 39.33.015. City delivered possession of Parcel 3 concurrently with the conveyance of title.

3.2.4 The Deed included a right of reversion in favor of the City which could have been triggered by LPC West's (a) conveyance of Parcel 3 to a third party (or an entity in which LPC West is a partner or member) (in each case, a "**Parcel 3 Transferee**") for a purchase price in excess of $1.00, or (b) failure to commence construction within ninety (90) days following recordation of the Deed. The right of reversion is now null and void. Notwithstanding the foregoing, LPC West was entitled to reimbursement from the Parcel 3 Transferee of any and all out of pocket costs incurred in connection with the acquisition, due diligence, entitlement, and development of Parcel 3; provided, in no event was LPC West entitled to receive more from the Parcel 3 Transferee than Parcel 3's pro rata share of LPC West's aggregate out of pocket costs incurred in connection with the acquisition, due diligence, entitlement, and development of Parcels 2, 3, 4 and 5, together with any out of pocket costs incurred by LPC West solely with respect to Parcel 3.

3.2.5 City delivered to Escrow the following funds and duly executed copies of the following documents on or before the Closing Date:

3.2.5.1 An original bargain and sale deed in the form attached hereto as Schedule 3.2.4.1 (the "**Deed**") and a Real Estate Excise Tax Affidavit with the Deed notarized;

3.2.5.2 An original Assignment of Intangibles, substantially in the form attached hereto Schedule 3.2.4.2;

3.2.5.3 An original non-foreign affidavit in compliance with Internal Revenue Code section 1445 and the Washington equivalent, if any;

3.2.5.4 Such funds by wire transfer, if any, as are necessary to pay City's share of closing costs and prorations;

3.2.5.5 Such affidavits and other documents as the Title Company may reasonably request to issue the Title Policy for Parcel 3; and

3.2.5.6 Such documents as the Escrow may require to establish the authority of City to complete the sale of Parcel 3 and to otherwise effectuate the transfer of Parcel 3 to LPC West or the Parcel 3 Transferee.

3.2.6 On or before the Closing Date, LPC West or the Parcel 3 Transferee delivered to Escrow the following:

3.2.6.1 Such funds (by wire transfer) as are necessary to complete the payment of the Parcel 3 purchase price and to pay LPC West's share of closing costs and prorations; and

3.2.6.2 Such documents as the Escrow may require to establish the authority of LPC West or the Parcel 3 Transferee to complete the purchase of Parcel 3 and to otherwise effectuate the transfer of Parcel 3 to LPC West or the Parcel 3 Transferee.

3.3 Deposit.

3.3.1 Prior to the Effective Date, LPC West deposited with CCRA, for the benefit of City, the sum of One Hundred Thousand Dollars ($100,000.00) as ENA fees, which funds shall be considered the "**Initial Deposit**" for purposes of this Agreement. Within three (3) Business Days following the Effective Date, LPC West shall deposit an additional amount equal to One Hundred Fifty Thousand Dollars ($150,000.00) with Title Company, acting in its capacity as escrow agent (the "**Additional Deposit**" and together with the Initial Deposit, the "**Deposit**").

3.3.2 Upon (a) the expiration of the Due Diligence Period, (b) and the agreement of the Parties on the form of Ground Lease and Remediation Plan pursuant to Sections 2.3 and 3.11 respectively, and (c) the approval of the public Open Space design pursuant to Section 6.2.6 (the "**Contingency Deadline**"), and subject to Section 3.4.4.5, unless LPC West shall have terminated or shall be deemed to have terminated this Agreement, the Deposit shall be fully earned by City and shall be non-refundable to LPC West except as expressly set forth in this Agreement. If LPC West elects to or is deemed to have elected to terminate this Agreement prior to the Contingency Deadline, the Deposit shall be immediately refunded to LPC West, and the Parties shall owe each other no obligations except for those that expressly by their terms survive the termination of this Agreement.

3.3.3 At the first Closing on a Parcel or Parcels, except as provided below, an amount equal to the Initial Deposit shall be applied to the rent under any of the executed Ground Leases selected by LPC West and shall thereafter be governed by the terms and conditions of such Ground Lease. Once the Initial Deposit has been applied to rent under a Ground Lease, it shall no longer be refundable regardless of any provision of this Agreement to the contrary. The remainder of the Deposit ("**Remaining Deposit**") shall apply to the rent due under the last Ground Lease for any Parcel.

3.4 Title and Survey.

3.4.1 Initial Title Examination. Prior to the Effective Date, the Parties have preliminarily reviewed title and survey documents for the Property, and LPC West delivered a title objection letter to City dated August 2, 2022. City provided an initial response to LPC West's title objection letter on November 15, 2022 (the "**City Letter**"), which addressed some but not all title matters.

3.4.2 Parcel-Specific Examination. Within ten (10) Business Days of the Effective Date, City shall deliver or cause to be delivered to LPC West an updated preliminary leasehold report for each Parcel (each, a "**Parcel-Specific Title Commitment**") from Title Company, and, to the extent available, a legible copy of each document referenced in the Parcel-Specific Title Commitment as an exception to title (each, an "**Exception**"). LPC West, at its cost, may obtain an updated ALTA survey of each Parcel (each, a "**Parcel-Specific Survey**") within forty-five (45) days after receipt of the Parcel-Specific Title Commitment. LPC West shall have until the date (the "**Parcel-Specific Title Exam Deadline**") which is fifteen (15) Business Days after LPC West's receipt of such Parcel-Specific Title Commitment and a Parcel Specific Survey (the "**Title Exam Deadline**"), to notify City in writing of LPC West's objections to any matters shown in the Parcel-Specific Title Commitment, the Parcel Specific Survey, or both ("**LPC Title/Survey Notice**"). Any item(s) contained in a Parcel-Specific Title Commitment or on the Parcel Specific Survey to which LPC West does not timely object prior to the applicable Parcel-Specific Title Exam Deadline shall be automatically and irrevocably deemed a Permitted Exception unless such item constitutes a Must Remove Exception.

3.4.3 Approval. City shall have ten (10) days following receipt of the LPC Title/Survey Notice to determine whether City intends to address or resolve such objections and shall notify LPC West of such determination within such 10-day period ("**City Title/Survey Notice**"). LPC West shall have fifteen (15) days following receipt of the City Title/Survey Notice to elect to terminate the Agreement and receive the return of the Deposit. If LPC West fails to terminate the Agreement in accordance with the preceding sentence, any item(s) contained in the Title Commitment and on the Survey which City has not elected to address or resolve in accordance with the City Title/Survey Notice shall be automatically and irrevocably be deemed a Permitted Exception unless such item constitutes a Must Remove Exception.

3.4.4 Title Update; Title Objections; Cure of Title Objections.

3.4.4.1 If, following the Title Exam Deadline, any Parcel-Specific Title Commitment for the is revised (each, a "**Title Update**") due to a further boundary line adjustment as contemplated by Section 2.1.2.2 above or to disclose an Exception that was not on the applicable Parcel-Specific Title Commitment or any earlier Title Update, or if the Title Company reduces coverage in any way or refuses to issue any endorsement (each, a "**New Exception**"), LPC West shall have until the date (the "**Updated Title Exam Deadline**") which is fifteen (15) Business Days after LPC West's receipt of such Title Update, to notify City in writing of LPC West's objections to any matters shown in the Title Update. Any item(s) contained in a Title Update to which LPC West does not timely object prior to the applicable Updated Title Exam Deadline shall be automatically and irrevocably deemed a Permitted Exception unless such item constitutes a Must Remove Exception.

3.4.4.2 City agrees that any of the following shown on any Parcel-Specific Title Commitment or any Title Update shall not constitute Permitted Exceptions and shall be cured or removed by City on or prior to Closing for any Parcel regardless of whether objected to by LPC West as provided above: (a) any judgment liens against City; (b) any mechanics liens for work performed or requested by or on behalf of City; (d) any other monetary encumbrances which can be satisfied and released by the payment of money; and (e) any Exception created voluntarily by City after the effective date of the Title

Commitment, unless LPC West has approved of such Exception in writing (collectively, the "**Must Remove Exceptions**").

3.4.4.3 If LPC West shall timely notify City of objections to Exceptions shown in any Parcel-Title Commitment, any Parcel-Specific Survey, or any Title Update prior to the applicable deadline, City shall have the right, but not the obligation, to cure such objections. Within thirty (30) days after receipt of the applicable notice of objections from LPC West (whether to the Parcel-Specific Title Commitment, Parcel-Specific Survey, or any Title Update), City shall notify LPC West in writing whether City elects to attempt to cure any or all of such objections (the "**City's Cure Notice**"). If City elects to cure, City shall have until the applicable Closing Date to remove, satisfy, or cure the same. Any exception objected to by LPC West shall be deemed cured if it is removed as an exception in the Title Policy for the relevant Parcel or Parcels (including, through the posting of a bond) or if Title Company issues an endorsement insuring over such exception in a form reasonably acceptable to LPC West, which benefits not only LPC West but its successor and assigns who acquire an interest in such Parcel or Parcels.

3.4.4.4 If City: (a) elects not to cure any matters properly objected to by LPC West in accordance with this Section 3.4.4; (b) is unable to effect a cure of those objections which it elected to cure prior to the Closing and so notifies LPC West in writing; or (c) fails to respond to LPC West's notice within said thirty (30) day period (which shall be deemed City's election to not cure), then LPC West shall have the following options to be exercised by LPC West in its sole and absolute discretion: (x) to ground lease the Parcel or Parcels subject to the those uncured objections, in which case such uncured objections shall be automatically and irrevocably deemed a Permitted Exception unless such item constitutes a Must Remove Exception, or (y) to terminate (or partially terminate) this Agreement as to one or more Parcels by sending written notice thereof to City, and upon delivery of such notice of termination, this Agreement shall terminate as to that Parcel or Parcels, and thereafter neither Party hereto shall have any further rights, obligations, or liabilities hereunder related to that Parcel or Parcels, except to the extent that any right, obligation, or liability set forth herein expressly survives termination of this Agreement.

3.4.4.5 Within five (5) Business Days after receipt of City's Cure Notice (or if no notice is given, within five (5) Business Days after expiration of the five (5) day period for City to provide the City's Cure Notice) LPC West shall notify City in writing whether LPC West shall elect to accept the conveyance under clause (x) or to terminate this Agreement under clause (y) of Section 3.4.4.4 above. LPC West's failure to notify City of termination of this Agreement within such five (5) Business Day period shall be deemed to be an election under clause (y) of Section 3.4.4.4 above to terminate this Agreement as to the Parcel or Parcels affected by the relevant exception to title. Within two (2) Business Days of any such termination or deemed termination, the Deposit shall be returned to LPC West.

3.4.5 Title Policy. City agrees to execute an owner's affidavit ("**Title Affidavit**") in such form as the Title Company shall require for the issuance of the Title Policy. At Closing, the Title Company shall issue to LPC West the Title Policy, provided that City shall not be required to cure any title exceptions or incur any liability in connection with the issuance of such policy (other than in connection with the execution of the Title Affidavit as set forth above) unless expressly required by this Agreement or unless City elects to cure under this Section 3.4.

3.5 Covenants of City Prior to Closings.

3.5.1 As to each Parcel, during the period from the Effective Date until the earlier of (a) the Closing or (b) the termination of this Agreement, City shall, in addition to the covenants set forth elsewhere in this Agreement:

3.5.1.1 Take such actions as are required to cause each Parcel to be a separate Legal Lot;

3.5.1.2 Maintain existing levels and types of liability insurance coverage for each Parcel, including through City's self-insurance program;

3.5.1.3 Not permit or suffer to exist any encumbrance, charge, or lien to be placed or claimed upon any Parcel unless such encumbrance, charge, or lien has been approved in writing by LPC West;

3.5.1.4 Cause all leases, tenancies, and other occupancy agreements existing as of the Effective Date related to any portion of the Property to be terminated as of the Closing Date for the relevant Parcel;

3.5.1.5 Not enter into any new contracts, leases, or other occupancy agreements affecting the Property which will extend past the Closing Date for the relevant Parcel, or amend any current contracts, leases, or occupancy agreements affecting the Property, without the prior written consent of LPC West, which consent may be withheld in LPC West's sole and absolute discretion;

3.5.1.6 Maintain the Property and keep the Property in substantially the same condition on the Closing Date for each Parcel as on the Effective Date, normal wear and tear and casualty or condemnation excepted;

3.5.1.7 Not sell, mortgage, pledge, hypothecate, or otherwise transfer or dispose of all or any part of the Property or any interest therein;

3.5.1.8 Not enter into or solicit any agreement granting to any persons or entity any option or other right to purchase or ground lease the Property or any portion thereof;

3.5.1.9 Not voluntarily take any action that will render any of the representations of City set forth in Section 7.1 untrue in any material respect;

3.5.1.10 Comply with all laws applicable to the Property, or the use or occupancy thereof, or any operations or activities therein or thereon;

3.5.1.11 Comply with all existing permits, licenses, and approvals required for the use and occupancy of, and all operations activities on, the Property, and keep all such permits, licenses, and approvals in full force and effect; and

3.5.1.12 Not take any other action which would violate any laws applicable to the Property, or which would have an adverse effect upon the Property, or upon LPC West after Closing on any Parcel.

3.6 Closing Dates.

3.6.1 The Closing for Parcels 2, 4 and 5 shall occur collectively and simultaneously on a date mutually selected by the Parties in writing (the "**Phase 1 Closing Date**"), but in no event later than the outside date set forth in the Schedule of Performance (the "**Phase 1 Outside Closing Date**"). In the event of failure of the Condition Precedent related to financing set forth in Section 2.1.2.3, LPC West may extend the Phase 1 Outside Closing Date for a period of up to ninety (90) days, provided that prior to the Phase 1 Outside Closing Date, LPC West has given written notice to City of the need for the extension and the desired length of time of the extension, and has made at least three (3) attempts to schedule a meeting with the City of Vancouver Director of Economic Prosperity and Housing to discuss LPC West's efforts to obtain equity and debt financing and the challenges therewith. Prior to the expiration of the extended Phase 1 Outside Closing Date, City agrees to negotiate in good faith to further extend the Phase 1 Outside Closing Date to allow for the Condition Precedent related to financing set forth in Section 2.1.2.3 to be met. Additionally, the Phase 1 Outside Closing Date shall be extended as set forth in Section 2.1.3.1(iii), as a result of failure of one or more Conditions Precedent, other than the Condition Precedent set forth in Section 2.1.2.3.

3.7 Condition of Title. On the Closing Date, City shall deliver possession of the relevant Parcel to LPC West subject only to the following (the "**Permitted Exceptions**"):

3.7.1 applicable building and zoning laws and regulations;

3.7.2 items deemed a Permitted Exception pursuant to the title review processes in Section 3.4 above; and

3.7.3 any documents which are required by this Agreement to be recorded, including the Memorandum of Lease for each of Parcels 2, 4 and 5.

3.8 Condition of Property.

3.8.1 "AS IS" CONVEYANCE. LPC WEST SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT IS GROUND LEASING EACH PARCEL ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT LPC WEST IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM CITY AS TO ANY MATTERS CONCERNING THE PROPERTY, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7.1 AND THE RIGHT TO REIMBURSEMENT PURSUANT TO SECTION 3.11 AND THOSE IN THE GROUND LEASE FOR A PARCEL, INCLUDING WITHOUT LIMITATION: (A) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, CLIMATE, AIR, WATER RIGHTS, WATER, GAS, ELECTRICITY, UTILITY SERVICES, GRADING, DRAINAGE, SEWERS, ACCESS TO PUBLIC ROADS, AND RELATED CONDITIONS); (B) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF SOILS, GEOLOGY, AND GROUNDWATER; (C) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY; (D) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, AND THE PROPERTY'S USE, HABITABILITY, MERCHANTABILITY, OR FITNESS, SUITABILITY, VALUE, OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (E) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE PROPERTY; (F) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS, AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY; (G) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS IN, ON, AT, UNDER, OR ABOUT THE PROPERTY OR THE ADJOINING OR NEIGHBORING PROPERTY; AND (H) THE CONDITION OF TITLE TO THE PROPERTY. LPC WEST AFFIRMS

THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF CITY IN THIS AGREEMENT AND THOSE IN THE GROUND LEASE FOR A PARCEL, LPC WEST HAS NOT RELIED ON THE SKILL OR JUDGMENT OF CITY OR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES, OR CONTRACTORS TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT CITY MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF CITY IN THIS AGREEMENT AND THOSE IN THE GROUND LEASE FOR A PARCEL, LPC WEST ACKNOWLEDGES THAT IT SHALL USE ITS INDEPENDENT JUDGMENT AND MAKE ITS OWN DETERMINATION AS TO THE SCOPE AND BREADTH OF ITS DUE DILIGENCE INVESTIGATION WHICH IT SHALL MAKE RELATIVE TO THE PROPERTY AND SHALL RELY UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC, AND LEGAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, WHETHER THE PROPERTY IS LOCATED IN ANY AREA WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA, OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY). LPC WEST UNDERTAKES AND ASSUMES ALL RISKS ASSOCIATED WITH ALL MATTERS PERTAINING TO THE PROPERTY'S LOCATION IN ANY AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA, OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LPC WEST HEREBY EXPRESSLY WAIVES, RELEASES AND RELINQUISHES ANY AND ALL CLAIMS, CAUSES OF ACTION, RIGHTS AND REMEDIES LPC WEST MAY NOW OR HEREAFTER HAVE AGAINST CITY, ITS EMPLOYEES OR MEMBERS OF ITS CITY COUNCIL, WHETHER KNOWN OR UNKNOWN, UNDER ANY ENVIRONMENTAL LAW(S), OR COMMON LAW, IN EQUITY OR OTHERWISE, WITH RESPECT TO (1) ANY PAST, PRESENT OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE PROPERTY (INCLUDING IN THE GROUNDWATER UNDERLYING THE PROPERTY) OR (2) ANY PAST PRESENT OR FUTURE VIOLATIONS OF ANY ENVIRONMENTAL LAWS; PROVIDED, HOWEVER, THAT THE FOREGOING RELEASE DOES NOT APPLY TO, AND SHALL NOT PROHIBIT LPC WEST FROM BRINGING A CLAIM BASED UPON, A BREACH OF ANY OF SECTIONS 3.5.1.3, 3.5.1.6, 3.5.1.12, 3.11, 7.1.3, 7.1.4, 7.1.6, and 7.1.9.

3.8.2 Survival. The terms and conditions of this Section 3.8.2 shall expressly survive the Closing of each Parcel. Neither City nor LPC West is liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property furnished by any contractor, agent, partner, member, manager, shareholder, employee, servant, or other person, except as expressly set forth in this Agreement and in any Ground Lease and the Deed. Each of LPC West and City has fully reviewed the disclaimers and waivers set forth in this Agreement with its respective counsel and understands the significance and effect thereof.

3.8.3 Acknowledgment. Each of LPC West and City acknowledges and agrees that: (a) to the extent required to be operative, the disclaimers of warranties contained in this Section are "conspicuous" disclaimers for purposes of all applicable laws and other legal requirements; (b) the disclaimers and other agreements set forth herein are an integral part of this Agreement; and (c) neither City nor LPC West would have agreed to ground lease or convey the Property pursuant to this Agreement without the disclaimers and other agreements set forth in this Section 3.8.

3.8.4 LPC West's Release of City. LPC West, on behalf of itself and anyone claiming by, through or under LPC West hereby waives its right to recover from and fully and irrevocably releases City, its governing council, employees, officers, directors, representatives, and agents (the "**Released Parties**") from any and all claims, responsibility, or liability that LPC West may have or hereafter acquire against any

of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to: (a) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability, or utility of the Property, or its suitability for any purpose whatsoever; (b) any presence of Hazardous Materials; and (c) any information furnished by the Released Parties under or in connection with this Agreement except as set forth herein. Notwithstanding the generality of the foregoing, the foregoing waiver and release is subject to City's obligations under Section 3.11 below and does not include any claims, responsibility, or liability to the extent related to the covenants set forth in Section 3.5or to the representations and warranties of City in this Agreement and those in any Ground Lease or deed for a Parcel.

3.8.5 Scope of Release. The release set forth in Section 3.8.4 hereof includes claims of which LPC West is presently unaware or which LPC West does not presently suspect to exist which, if known by LPC West, would materially affect LPC West's release of the Released Parties. LPC West specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, LPC West agrees, represents, and warrants that LPC West realizes and acknowledges that factual matters now unknown to LPC West may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses, and expenses which are presently unknown, unanticipated, and unsuspected, and LPC West further agrees, represents, and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that LPC West nevertheless hereby intends to release, discharge, and acquit City from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses, and expenses, subject to City's obligations under Section 3.11 below and except to the extent related to the representations and warranties of City in this Agreement and those in the Ground Lease or deed for a Parcel.

3.9 Costs of Escrow and Closing. City shall pay the cost for an ALTA standard leasehold title insurance policy for each of Parcels 2, 4 and 5. LPC West shall pay the cost for the Title Policy above the cost of an ALTA standard leasehold title insurance policy, including the cost of extended coverage and endorsements. City shall pay the cost of any and all transfer or excise tax, the Parties shall share equally escrow fees charged by the Title Company, and LPC West shall pay the Title Company's document recordation fees, except for recordation of documents needed to remove title exceptions that City has agreed to remove pursuant to City's Cure Notice, which shall be paid by City. All other Closing costs shall be allocated in accordance with local custom. All items of income and expense attributable to the Parcel subject to the Closing, including any real estate taxes and assessments, shall be prorated as of 11:59 p.m. Pacific Time on the day prior to the Closing Date.

3.10 Real Estate Commissions. Each of City and LPC West represents and warrants to the other that it has not engaged, in any manner, any broker or finder nor incurred any liability for any brokerage or finders' fees or commissions, in connection with this Agreement or the transactions contemplated thereby. City and LPC West shall indemnify, defend, and hold harmless each other from and against any and all claims incurred or asserted against the other, and from and against all losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, actually incurred by the other as a result of any claims of any broker or finder in connection with this Agreement or the transactions contemplated thereby where such claims are allegedly based on actions of the indemnifying Party or its agents or representatives. The provisions of this Section 3.10 shall survive termination of this Agreement.

3.11 Soil Remediation Plan. City and LPC West acknowledge and agree that the Environmental Reports (defined below) reveal the presence of Hazardous Materials in, on, under and about the Property in the

form of contaminated soils ("**Contaminated Soils**"). As a material inducement to LPC West to acquire and develop the Parcels in accordance with, this Agreement, City agrees to contribute to the cost of removal and/or remediation as further provided herein.

3.11.1 City, at its sole cost and expense, prepared a contaminated media management plan to address Contaminated Soils existing on the Property, which plan includes items (a) through (f) of the definition of incremental costs as set forth in Section 3.11.5 ("**Remediation Plan**"). City provided a draft Remediation Plan to LPC West for its review and approval, which LPC West approved.

3.11.2 The Parties agree and intend the Remediation Plan to provide that: (a) Category 1 soils will be disposed of by LPC West at its cost and expense; (b) Category 2 and 3 soils will be placed by LPC West, at its cost and expense, on a site designated by City in writing on or before the Phase 1 Closing Date within a ten (10) mile radius of the Property; and (c) City and LPC West will share incremental costs associated with the removal or remediation of Category 4 soils from each Parcel comprising the Property with City paying ninety percent (90%) and LPC West paying ten percent (10%) of all such incremental costs; provided that City's liability for such incremental costs shall not exceed two million four hundred thousand ($2,400,000).

3.11.3 In disposing of soils from the Property, LPC West shall conform to the Remediation Plan. Any changes to the Remediation Plan must be pre-approved by City, which approval City will not unreasonably withhold, condition or delay. On or before the Phase 1 Closing Date, City, at no cost to LPC West, shall (a) obtain any and all permits and other approvals necessary for the site to which LPC West will deliver the Category 2 and 3 soils to, and for City to receive the Category 2 and 3 soils at, the designated site, and (b) receive, offload, stack, store, distribute, manage and maintain the soils at, on and about the designated site. LPC West's compliance with the Remediation Plan and delivery of the Category 2 and 3 soils to the designated site shall immediately and automatically result in a transfer of ownership and responsibility for such soils to City, and LPC West shall have no further responsibility or liability for such soils whatsoever. If City believes that LPC West has failed to comply with the Remediation Plan for purposes of this Section 3.11.3, then within thirty (30) days of LPC West's delivery of the Category 2 and 3 soils to the designated site, City shall so notify LPC West in a writing that sets forth in detail the alleged noncompliance. Failure of City to timely provide such notice shall be deemed City's waiver of any and all allegations that LPC West failed to comply with the Remediation Plan with respect to the Category 2 and 3 soils delivered to the designated site.

3.11.4 City will reimburse LPC West for its share of incremental costs within thirty (30) days of receipt from LPC West of documentation reasonably required by City of the incremental costs actually incurred in accordance with the Remediation Plan. LPC West shall not submit for reimbursement of incremental costs more frequently than monthly. The applicable Ground Leases and Parcel 3 purchase and sale agreement shall provide that any environmental remediation be performed in accordance with the Remediation Plan.

3.11.5 As used in this Section 3.11.5, "incremental costs" means all costs that would not otherwise be incurred but for the existence of Category 4 soils, in, on, under and about the Property, including: (a) soil off-haul and disposal; (b) environmental testing of materials (including soil and groundwater) removed from the Property if and as required by applicable law or a disposal facility; (c) environmentally required materials and equipment such as demarcation fabric; (d) dust and track-out control; (e) management of soil piles; and (f) any specialty clothing needed for workers performing soil removal or other remediation work. In other words, "incremental costs" are costs and expenses in excess

of costs that would be incurred by LPC West as a result of the existence of Category 1 soils in, on, under and about the Property, including in each cost category described in subsections (a) through (f) of this Section 3.11.5.

3.11.6 As used in this Section 3.11.6, "Category 1", "Category 2", "Category 3" and "Category 4" soils shall have the meaning given to such terms by the Washington State Department of Ecology.

ARTICLE 4. GROUND LEASE TERMS

4.1 General Terms. The Ground Lease form to be used for Parcels 2, 4 and 5 contains terms that substantially conform to the intent of the provisions in this Article 4 and such other customary and commercially reasonable terms of a long-term ground lease the Parties may agree upon. Accordingly, the Ground Lease form will:

4.1.1 Require LPC West to construct the agreed upon Component of the Improvements for the Parcel.

4.1.2 Have a term which begins at Closing and terminates no later than eighty (80) years thereafter, divided into an initial term of fifty (50) years with two (2) renewal terms of fifteen (15) years each, which renewal terms LPC West may exercise if LPC West is not in default of the Ground Lease at the time of renewal beyond any applicable notice and cure period.

4.1.3 State the amount of annual Ground Lease rent, which shall be calculated as follows:

4.1.3.1 For Parcels 2, 4 and 5, by multiplying the appraised value of the property (on a per square foot basis) commonly referred to by the Parties as "Block X" and depicted on Exhibit A-2 attached hereto ("**Block X**") by the square footage of each such Parcel as set forth in the final plat or subdivision creating the Legal Lots (for each such Parcel, the "**Allocated Value**"), and then multiplying the Allocated Value by six percent (6%), which product shall then be multiplied by the greater of (a) the percentage of Market Rate Housing provided on the Parcel, or (b) fifty percent (50%). LPC West will notify City of changes to the Market Rate Housing Ratio within thirty (30) days of such change occurring and will owe rent based on the date the change to the percentage of Market Rate Housing occurred. As used in this Section 4.1.3.1, (I) the "**appraised value**" means the value set forth in the February 28, 2023 appraisal prepared on behalf of City by Colliers International Valuation & Advisory Services and prepared for Waterfront Gateway Land (Block X), as increased in accordance with Section 4.1.3.2 below, and (II) the "**percentage of Market Rate Housing"** means the quotient resulting from solving a fraction, the numerator of which is the number of Market Rate Housing units on the applicable Parcel and the denominator of which is the total number of housing units on such Parcel, and multiplying such quotient by one hundred (100) (the "**Market Rate Housing Ratio**").

4.1.3.2 Rent shall be abated for a period of two (2) years from the commencement date of each Ground Lease and shall be discounted in accordance with Schedule 4.1.3.3 attached to this Agreement. Beginning on the Effective Date and continuing annually until the Closing for Parcels 2, 4 and 5 and thereafter (and including during the two (2)-year rent abatement period) Ground Lease rent for each Parcel will be adjusted based on the change in the Consumer Price Index (Seattle-Tacoma-Bellevue, WA) from the prior twelve (12) months, with a floor of 2.5% and a cap of 5.5%. The Ground Lease will provide for a marking up of rent every twenty (20) years during the each Ground Lease term to the lesser of (a) fair market rental value, which shall be determined by a third-party appraisal that assumes existing

usages and densities for each Parcel, and (b) ten percent (10%) more than Ground Lease rent paid during the immediately preceding year.

4.1.4 Provide that rent will be paid on a monthly schedule during the term of the Ground Lease.

4.1.5 Provide that City will provide access from a public street, utilities, and services to the Parcel.

4.1.6 Provide that the Ground Lease may be freely assigned or transferred by the tenant once City has issued a Certificate of Occupancy for the Component.

ARTICLE 5. CONSTRUCTION OF IMPROVEMENTS

5.1 Improvements to Conform to Design Renderings and Approvals.

5.1.1 The Improvements to be constructed on each Parcel shall be designed and constructed substantially in accordance with the approved 100% Schematic Design Plans and Drawings, which will be attached as Exhibit B to this Agreement when prepared by LPC West and approved by the City, and will be constructed in a good and workmanlike manner and in compliance with Approvals granted by City in its regulatory capacity (as distinguished from its proprietary capacity as the owner of the Parcel and as a Party to this Agreement).

5.1.2 LPC West will provide to City for its proprietary review and approval, which approval City shall not unreasonably withhold, condition, or delay, 100% Schematic Design Plans and Drawings for each Parcel no later than the date that is ninety (90) days following the Code Amendment Deadline. Within (10) Business Days of receipt of such plans from LPC West, City shall provide LPC West with any objections to such plans in writing and with detail sufficient to enable LPC West to understand and respond to such objections. If City fails to timely provide such detailed objections, City shall be deemed to have approved the 100% Schematic Design Plans and Drawings presented by LPC West. If City does timely provide such detailed objections to LPC West's 100% Schematic Design Plans and Drawings, then LPC West, at its election, may either (a) provide revised 100% Schematic Design Plans and Drawings to City that LPC West believes are responsive to City's objections, or (b) meet with City to discuss such objections and then provide revised 100% Schematic Design Plans and Drawings to City that LPC West believes are responsive to City's objections. The review process shall continue until the City has approved the 100% Schematic Design Plans and Drawings; *provided, however*, that after the first City review, the City shall have only five (5) Business Days to review and provide detailed objections to subsequent iterations of the 100% Schematic Design Plans and Drawings.

5.2 Commencement of Construction of Improvements. LPC West shall commence construction of Improvements on a Parcel no later than ninety (90) days after the Closing has occurred for such Parcel. As used in this Agreement, "**commence construction**" or "**commencement of construction**" and related phrases mean the date upon which the general contractor for a Component has commenced mobilization at the relevant Parcel. Subject to delay by Force Majeure, LPC West's failure to timely commence construction of a Component shall constitute an event of default under the Ground Lease for that Parcel and shall entitle City to exercise its remedies under that Ground Lease.

5.3 Completion of the Improvements.

5.3.1 LPC West shall use commercially reasonable efforts to prosecute to completion the construction of Improvements on a Parcel by the date set forth in the Schedule of Performance ("**Required Completion Date**"), with "**completion of construction**" and related phrases meaning the date City issues a Certificate of Occupancy for the relevant Improvement or Improvements. LPC West anticipates that completion of construction and the issuance of Certificates of Occupancy for Improvements within one or more Components will be phased. The Schedule of Performance will reflect such phasing. Subject to Force Majeure, LPC West's failure to timely complete an Improvement on a Parcel shall constitute an event of default under the Ground Lease and entitle City to exercise its remedies under the Ground Lease or to exercise City's rights under the Completion Guaranty.

5.3.2 City and LPC West acknowledge and agree that archaeological artifacts have been discovered on the Property. If LPC West encounters archaeological artifacts on any portion of the Property, then any and all future deadlines in the Schedule of Performance shall be delayed on a day-for-day basis, commencing on the date of LPC West's discovery of such artifacts and continuing as reasonably necessary for LPC West to handle, remove, and otherwise deal with such artifacts in compliance with all applicable Laws. Such period of delay shall be determined by LPC West in its reasonable discretion, provided that it is working diligently and in good faith to resolve all issues related to such artifacts and to continue with construction and development of the Property.

5.4 Progress Reports. From commencement of construction of Improvements on a Parcel until such time as LPC West has achieved completion of construction of Improvements on such Parcel, LPC West shall provide City with monthly progress reports regarding the status of the construction.

5.5 Construction Responsibilities.

5.5.1 City Not Responsible for Construction of Improvements. City shall not be responsible for any aspect of LPC West's conduct in connection with the construction of Improvements, including the quality and suitability of the plans and specifications, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and managers. Any review or inspection undertaken by City with reference to the construction of Improvements is solely for determining whether LPC West is properly discharging its obligations to City under this Agreement and should not be relied upon by LPC West or by any third parties as a warranty or representation by City as to the quality of the design or construction of the Improvements.

5.5.2 Intentionally Deleted.

5.5.3 Public Procurement Process. Some elements of the Improvements that are City funded in whole or in part may be subject to a competitive procurement process. More specifically, City contemplates that construction of the public plaza on non-ground leased property adjacent to City Hall will be subject to a competitive procurement process. City will lead and manage the public bidding process.

5.6 Certificate of Completion. Promptly after completion of construction of Improvements on a Parcel and provided, that a Certificate of Occupancy has issued for the applicable Improvements, no later than five (5) Business Days after receipt of a written request from LPC West, City shall provide to LPC West a written instrument certifying the completion of the Improvements on the Parcel (the "**Certificate of Completion**"). The Certificate of Completion shall be conclusive evidence that LPC West has fulfilled its obligations under this Agreement with respect to construction of Improvements on the applicable Parcel.

The issuance of such Certificate of Completion shall be in addition to any approvals required to be obtained from City in its regulatory capacity and such issuance shall not constitute approval by City or otherwise the bind City in its regulatory capacity.

5.7 Entry by City.

5.7.1 LPC West shall permit City, through its officers, agents, or employees, to enter an Improvement on a Parcel at reasonable times during business hours after reasonable advance written notice and acceptance by LPC West (a) to inspect the work of construction to determine that the same is in conformity with the requirements of this Agreement, and (b) following completion of construction, to inspect the ongoing operation and management of the Component to determine that the same is in conformance with the requirements of this Agreement. Notwithstanding the foregoing, City shall not be permitted to interfere with LPC West's operations at the applicable Parcel or Improvement or interfere with any tenant's occupancy of the Parcel or Improvement, and the scheduling of any inspections shall take into account the timing and availability of a LPC West representative to attend such inspections and access to tenants' premises pursuant to tenants' rights under the Leases or otherwise. City's inspections shall not involve any activities that penetrate into an Improvement or any portion thereof.

5.7.2 City shall immediately repair any damage to the Parcel or Improvements caused by City's entry onto and inspections of the Parcel or Improvement. City hereby agrees to indemnify, defend, and hold LPC West, its managers, members, partners, officers, directors, employees, and agents free and harmless from and against any and all costs, losses, liabilities, damages and expenses, of any kind or nature whatsoever (including reasonable attorneys' fees and costs actually incurred), arising out of damage to persons or property caused by or arising out of or resulting from the entry and/or the conduct of inspections upon a Parcel or Improvements by City, its officers, agents or employees. The foregoing obligations and indemnification shall survive the expiration or earlier termination of this Agreement.

5.7.3 LPC West acknowledges that City is under no obligation to supervise, inspect, or inform LPC West of the progress of construction or operations, and LPC West shall not rely upon City therefor. Any inspection by City during the construction is entirely for its purposes in determining whether LPC West is in compliance with this Agreement and is not for the purpose of determining or informing LPC West of the quality or suitability of construction. LPC West shall rely entirely upon its own supervision and inspection (or that provided by third parties) in determining the quality and suitability of the materials and work, and the performance of architects, subcontractors, and material suppliers.

5.8 Construction Coordination.

5.8.1 Access; Interference. LPC West shall comply in all material respects with all applicable City permitting and construction requirements related to street closures, construction disturbances, and the maintenance of access to neighboring facilities and businesses, including City Hall, the Vancouver Convention Center, and Esther Short Park.

5.8.2 Construction Traffic. The Parties shall agree to a route for the construction truck traffic to utilize during construction, including keeping trucks off 6th Street through the eastern section of Downtown to the extent that reasonable ingress to and egress from the construction site remains without the use of 6th Street.

5.8.3 Construction Worker Parking. LPC West shall provide a construction worker parking plan to City for review and approval (such approval not to be unreasonably withheld, conditioned, or delayed)

prior to commencement of construction. If LPC West's parking plan provides adequate parking for construction workers so that they are not utilizing on-street parking close to the construction site, then City shall have no reason to disapprove of such parking plan.

5.8.4 Construction Adjacent to BNSF Railway Berm. LPC West is responsible for obtaining any needed consents, approvals, or permissions from BNSF Railway to utilize areas adjacent to the railroad berm. A copy of such BNSF Railway consents, approvals, or permissions, if any, shall be provided in writing to City prior to start of the construction of the relevant Component.

ARTICLE 6. DEVELOPMENT OF IMPROVEMENTS

6.1 Elements of Improvements. The Improvements for the Property as a whole will include the following elements of a mixed-use development:

6.1.1 On Parcels 2, 3, and 4 a combined minimum of 335 residential units, or 410 units in the event a building code revision is adopted to allow for six (6) stories light wood framing, targeted to a variety of income levels, including ninety-five (95) units on Parcel 3 that will be designated as affordable units ("**Affordable Housing**") with all ninety-five (95) units at or below 60% of Portland Metro Area Median Income and as otherwise restricted by the Affordable Housing Covenant and third parties providing equity and debt financing for the construction of the affordable housing project on Parcel 3. LPC West shall designate no fewer than fifty percent (50%) of the residential units constructed on Parcels 2 and 4 as affordable to those with incomes at or below eight percent (80%) of Portland Metro Area Median Income ("**Gateway Affordable Housing**") and as otherwise restricted by the Gateway Affordable Housing Covenant. The City acknowledges and agrees that, to the extent provided by the Purchase and Sale Agreement effective April 14, 2025 and the Assignment agreement effective June 10, 2025 to which NAYFC is a party, construction of the minimum Affordable Housing on Parcel 3 is the responsibility of NAYFC.

6.1.2 On Parcels 2, 4 and 5, a goal of an aggregate of 9,000 square feet (plus or minus twenty percent (20%)) of retail/commercial space generally located on the ground floors or at street level. The retail adjacent to Esther Street and W. 6th Street shall be sales and service orientated retail, dining, and entertainment establishments with a goal of promoting an active environment.

6.1.3 On the entire Property, a minimum number of parking spaces that complies with City Code, which spaces are anticipated to be located in an onsite parking garage on Parcel 5, including a minimum of fifty (50) spaces reserved for Parcel 3 ; and

6.1.4 Publicly accessible walkways over and across the Property allowing pedestrian connection between Esther Street and West 6th Street (total of approximately 13,000 – 14,000 square feet) (the "**Open Space**").

6.2 Public Benefits; Design Matters.

6.2.1 *Sustainability*. LPC West agrees to meet the sustainability objectives outlined in Schedule 6.2.1 attached hereto.

6.2.2 *Public art program*. City and LPC West shall work collaboratively to identify locations throughout the Property to install public art. LPC West, in collaboration with the owner of Parcel 3, shall

solicit artwork through City's Public Art Program, which is subject to review by City's Culture, Arts and Heritage Commission.

6.2.3 *Workforce and business development strategy.* LPC West shall actively engage a diverse and local workforce to construct the Improvements required by this agreement by implementing the workforce and business development strategy set forth on Schedule 6.2.3 attached hereto.

6.2.4 *Development review and design considerations.* LPC West shall ensure that the construction of all Improvements referenced in Section 6.1 conforms to the applicable design guidelines, attached hereto as Schedule 6.2.4 (the "**Design Guidelines**"). LPC West shall submit to the Executive Director of CCRA and City's Director of Economic Prosperity and Housing for each vertical building to be constructed on a Parcel: (a) any material changes to the 100% Schematic Design Plans and Drawings attached to this Agreement as Exhibit B; (b) fifty percent (50%) design development drawings; (c) 100% design development drawings; and (d) the permit set of drawings and specifications. City shall have ten (10) Business Days from receipt of the applicable drawings to review the same in its capacity as a Party to this Agreement (versus its regulatory capacity) for conformance to the Design Guidelines and to either approve such drawings or provide detailed written comments describing how the drawings do not conform to the Design Guidelines. If City timely provides detailed written comments describing how the drawings do not conform to the Design Guidelines, LPC West shall promptly respond to such comments. A failure of City to timely respond to a submission of drawings by LPC West shall be deemed City approval thereof. City and LPC West shall work collaboratively to seek community engagement on the design prior to submitting designs to City for regulatory review. Any material changes to the 100% Schematic Design Plans and Drawings attached to this Agreement shall be agreed upon by City and LPC West prior to submission for regulatory review.

6.2.5 Intentionally deleted.

6.2.6 *Publicly accessible spaces, visitor amenities, and attraction requirements*.

6.2.6.1 LPC West shall design all the Open Space depicted in Schedule 6.2.6. Within one hundred twenty (120) days of the Effective Date, LPC West will submit to City staff, one hundred percent (100%) schematic design, a material palette and precedent imagery for the Open Space that conforms to City Code and any applicable City park development standards (the "**Initial Submittal**"). The Initial Submittal will be subject to approval by City staff, which City staff shall not unreasonably withhold, condition, or delay. Subject to such approval by City staff, LPC West may pursue regulatory approvals from City of the Open Space design.

6.2.6.2 LPC West shall construct the Open Space and be responsible for the operation, maintenance, and management of the Open Space.

6.2.6.3 The City shall have rights to all design work completed by LPC West as of the Effective Date on the public plaza that was originally considered on Block Y. LPC West shall deliver to the City such design work no later than sixty (60) days after the Effective Date.

6.2.7 *Retail.* City and LPC West agree that uses the ground floor of Parcels 2 and 4 will have features that are anticipated to procure and support small businesses, which are important to the character of the Improvements to be developed on the Property. LPC West agrees to develop and manage the commercial spaces in accordance with the Small Business Marketing and Outreach Plan attached to this Agreement as Schedule 6.2.7.

6.2.8 *Access Easements*. City and LPC West will work collaboratively and cooperatively to draft pedestrian access easements over and across the Open Space on Block X ("**Access Easements**") that will be recorded against the Property on or before the Phase 1 Closing. In addition to pedestrian access, the Access Easements are anticipated to include restrictions on use, operational and programming controls in favor of LPC West, and maintenance provisions.

6.2.9 *Tree Plan*. As part of construction of the Components, LPC West shall plant trees in compliance with the City's TreeCAP Silver Leaf Certification. Based on conceptual design, LPC West anticipates planting trees in accordance with Schedule 6.2.9 attached to this Agreement, which plan may change as design of the Components progresses.

6.3 Signage. The Improvements will include signage in conformance with (a) the project character established in the 100% Schematic Design Plans and Drawings, (b) Design Guidelines, and (c) City Code.

6.4 Regulatory Approvals.

6.4.1 Approval of Permits for Improvements. LPC West shall use commercially reasonable efforts to apply for and secure all necessary Approvals to construct the Improvements on the timeline set forth in the Schedule of Performance attached hereto as Exhibit C. Unless otherwise expressly provided in the Schedule of Performance, failure to secure Approvals by the target deadlines in the Schedule of Performance, which shall be subject to Force Majeure, shall not constitute an event of default of this Agreement.

6.4.2 City's Regulatory Discretion. LPC West acknowledges that execution of this Agreement by City does not constitute approval by City in its regulatory capacity (as distinguished from its proprietary capacity as the owner of the Property and as a Party to this Agreement) of any required or additional Approvals and in no way limits the discretion of City in the regulatory permit approval process and this Agreement does not vest to any land use or development standards. City, in its proprietary capacity, shall assist LPC West throughout any and all Approval processes but does not represent or warrant that its assistance will guarantee any regulatory approval. If City, acting in its regulatory capacity, will not approve any requirements or changes to the 100% Schematic Design Plans and Drawings or any other drawings reviewed by City under Section 6.2.4 above in its proprietary capacity as a Party under this Agreement, then City's decisions in its regulatory capacity shall govern and control.

6.5 Multi-Family Tax Exemption Program Conditional Approval. Following the Effective Date, LPC West intends to submit to City two applications for City's limited multi-family tax exemption ("**MFTE**") program associated with the proposed development of new market rate multi-family residential housing to be constructed in two separate buildings on Parcels 2 and 4 of the Property (collectively the "**MFTE Projects**"), which Parcels are depicted on Exhibit A-2 attached hereto. Pursuant to City Code Section 3.22, LPC West has applied for two separate twelve (12) year exemptions that, among other requirements of City Code Section 3.22, are contingent upon LPC West agreeing to provide at least twenty percent (20%) of the residential units constructed on each such Parcel at rents affordable to households making not greater than eighty percent (80%) of Area Median Income for a minimum of twelve (12) years. The foregoing affordability requirements will be set forth in a covenant with a term not less than twelve (12) years, together with such other terms and conditions as are reasonably required to comply with RCW 39.33.015, which covenant will be recorded against each applicable Parcel (each, a "**Gateway Affordable Housing Covenant**"). LPC West may request an extension of the exemption period in accordance with City Code. The Parties anticipate that, if constructed as proposed and rented at the affordability levels

required herein, LPC West will satisfy the MFTE approval criteria and that LPC West's agreement to provide the Gateway Affordable Housing will satisfy the requirement for a Final Certificate of Tax. The following terms and conditions, which reflect the MFTE rules and regulations as of the Effective Date, are anticipated to govern the agreement between City and LPC West as it pertains to LPC West's eligibility for the subject multi-family tax exemption:

6.5.1 Following LPC West's submission of completed applications for the MFTE and City approval thereof, City shall issue LPC West Conditional Certificates of Acceptance of Tax Exemption for Parcels 2 and 4.

6.5.2 LPC West shall construct multi-family residential housing on Parcels 2 and 4 of the Property as identified in the 100% Schematic Design Plans and Drawings in Exhibit B or as otherwise authorized by City. In no event shall construction of the MFTE Projects provide a combined total of fewer than two hundred twenty (220) new permanent multi-family residential units.

6.5.3 LPC West shall construct the buildings according to the green building standards set forth in Schedule 6.2.1, which will satisfy City's Interim Green Building Policy.

6.5.4 LPC West shall complete construction and receive a temporary certificate of occupancy for each building of multi-family residential housing to be constructed on Parcels 2 and 4 and have at least fifty percent (50%) of the Gateway Affordable Housing units leased within three (3) years from the Effective Date, or within any extension thereof granted by City pursuant to City Code Section 3.22.

6.5.5 Upon completion of the MFTE Projects and upon issuance by City of a temporary or permanent certificate of occupancy therefor, LPC West agrees to file with City's Director of Economic Prosperity and Housing the following for each of the MFTE Projects:

6.5.5.1 A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the property that is subject to the MFTE program (Parcels 2 and 4);

6.5.5.2 A description of the completed work and a statement of qualifications for the exemption; and

6.5.5.3 A statement that the work was completed within the required three-year period or any authorized extension or any extension thereof.

6.5.5.4 A statement that the project meets income-based housing requirements as described in RCW 84.14.020.

6.5.5.5 As built site plans and building floor plans.

6.5.6 City agrees, conditioned on LPC West's completion of the MFTE Projects, and on the LPC West's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption for Parcels 2 and 4 with the Clark County Treasurer and Assessor.

6.5.7 LPC West agrees, within thirty (30) days following the first (1st) anniversary of City's filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of twelve (12) years, to file

a notarized declaration for each MFTE Project with City's Director of Economic Prosperity and Housing indicating the following:

6.5.7.1 A statement identifying the total number of occupied and vacant multi-family units receiving the MFTE property tax exemption;

6.5.7.2 A certification that the buildings continue to be in compliance with this Agreement, the applicable requirements of City Code Chapter 3.22 and RCW Chapter 84.14;

6.5.7.3 A description of any improvements or changes to the MFTE Projects constructed after the issuance of the certificate of tax exemption;

6.5.7.4 The total monthly rent for each unit within the MFTE Projects; and

6.5.7.5 The income of each renter household at the time of initial occupancy.

6.5.8 LPC West shall pay City of Vancouver an annual monitoring fee of $500 upon submission of the declaration referenced in Section 6.5.7 during the exemption period.

6.5.9 LPC West agrees to maintain the MFTE Projects including all improvements in compliance with all applicable City Codes and MFTE requirements.

6.5.10 LPC West agrees to maintain records supporting all information provided to City and to make those records and the multi-family units within MFTE Projects available for inspection by City during the exemption period. Failure to submit the annual declaration identified in Section 6.5.7 or to maintain adequate records may result in the tax exemption being canceled.

6.5.11 City may cancel the Final Certificates of Tax Exemption should LPC West, or its successors or assigns, fail to comply with any of the terms and conditions of this section. Cancellation of the Final Certificate of Tax Exemption may subject the LPC West to potential tax liability as further described in RCW 84.14.

6.5.12 LPC West agrees that this Agreement is consistent with and subject to the Vancouver Multi-Family Housing Tax Exemption that it applied for, set forth at City Code, Chapter 3.22.

6.6 Construction Sales Tax Exemption Preliminary Approval.

6.6.1 Because the Property constitutes an "Underdeveloped property" as defined in Vancouver Municipal Code ("VMC") 5.98.070(B), following the Effective Date, LPC West intends to submit to City two applications for City's Construction Sales and Use Tax Deferral Program ("**CSTE**") program, as established in VMC 5.98.070, associated with the proposed development of multi-family residential housing to be constructed in two separate buildings on Parcels 2 and 4 of the Property (collectively the "**CSTE Projects**"), which Parcels are depicted on Exhibit A-2 attached hereto. Pursuant to VMC 5.98.070, LPC West will apply for two construction sales tax exemptions that, among other requirements of VMC 5.98.070, are contingent upon LPC West agreeing to provide at least fifty percent (50%) of the residential units constructed on each such Parcel at rents affordable to households making not greater than eighty percent (80%) of Area Median Income for a minimum of ten (10) years. The foregoing affordability requirements will be set forth in a covenant with a term not less than ten (10) years, together with such other terms and conditions as are reasonably required to comply with Chapter 82.92 RCW, which covenant will be

recorded against each Property parcel of the CSTE Projects (each, a "**Gateway Affordable Housing CSTE Covenant**"). The Parties anticipate that, if constructed as proposed and rented at the affordability levels required by law, LPC West will satisfy the CSTE approval criteria and that LPC West's agreement to provide the Gateway Affordable Housing will satisfy the requirement for a CSTE tax deferral certificate.

6.6.2 Following LPC West's submission of completed applications for the CSTE Projects in compliance with VMC 5.98.070 and City approval based on the procedures and criteria of VMC 5.98.070, City shall issue LPC West Conditional Tax Deferral Certificate for Parcels 2 and 4 in accordance with VMC 5.98.070(D)(3). LPC West must then seek Washington State Department of Revenue review and approval per RCW 82.92.090 and in accordance with VMC 5.98.070(D)(4).

6.7 The provisions of this Section shall be incorporated into the relevant Ground Lease and shall survive expiration of this Agreement.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of City. City hereby makes the following representations and warranties to LPC West as of the Effective Date, upon each of which LPC West is entitled to rely and has relied, which representations and warranties shall be deemed re-made as of the Closing for each Parcel, subject to the qualifications and exceptions provided in this Agreement:

7.1.1 Organization and Authority. City is a Washington municipal corporation validly formed. City has the full right, power, and authority to enter into this Agreement, to ground lease all of the Parcels, and to otherwise consummate or cause to be consummated the transactions contemplated herein. The person signing this Agreement on behalf of City is authorized to do so. Other than City Council approval, no consent, approval, or action of, filing with, or notice to any governmental or regulatory authority or any other person or entity on the part of City is required in connection with the execution, delivery, and performance of Agreement or the consummation of the transactions contemplated herein. This Agreement has been duly executed and delivered by City and is a valid and binding obligation of City, enforceable against City in accordance with its terms.

7.1.2 No Breach. The execution, delivery, and performance of this Agreement by City and the consummation of the transactions contemplated herein will not: (a) result in a breach or acceleration of or constitute a default or event of termination under the provisions of any agreement or instrument by which the Property is bound or affected which would have a material adverse impact on the value of the Property or LPC West's ability to ground lease the Property; (b) except for the Ground Lease, result in the creation or imposition of any lien, charge, or encumbrance, against the Property or any portion thereof; or (c) constitute or result in the violation or breach by City of any judgment, order, writ, injunction or decree issued against or imposed upon City or, to City's knowledge, result in the violation of any applicable law, rule, or regulation of any governmental authority.

7.1.3 Litigation; Condemnation. There is no litigation, action, suit, nor any condemnation, environmental, zoning, or other government proceeding pending, or to City's knowledge, threatened, which may affect the Property, City's ability to perform its obligations under this Agreement, or LPC West's ability to develop the Improvements.

7.1.4 Hazardous Materials. To City's knowledge, except as disclosed in writing to LPC West in the environmental reports listed on Schedule 7.1.4 attached hereto (collectively, the "**Environmental Reports**"), City has received no written notice that the Property is in violation of any Hazardous Materials

Laws, and there has been no generation, manufacture, refinement, transportation, treatment, storage, handling, disposal, transfer, release, or production of Hazardous Materials, or other dangerous or toxic substances or solid wastes on the Property, except in compliance with all Hazardous Materials Laws, and City has not received notice of the existence or release of any Hazardous Materials on the Property.

7.1.5 Foreign Person. City is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

7.1.6 Compliance with Laws. To City's knowledge, and except as disclosed in writing to LPC West as part of the Property Information, the Property is in compliance with all applicable laws, rules, regulations, ordinances, and other governmental requirements, including environmental laws (collectively, "**Laws**"). City has not received or given any notice stating that the Property is in violation of any Laws.

7.1.7 Ownership. City is the legal and beneficial fee simple titleholder to the Property, and to City's knowledge , the Property is free and clear of all liens, encumbrances, claims, covenants, conditions, restrictions, easements, rights of way, options, or judgments, except as disclosed by the Title Commitment.

7.1.8 Agreements. There are no leases, licenses, occupancy agreements or service contracts that affect the Property that are not terminable at the Closing of each Parcel, and, except as disclosed in the Title Commitment, there are no options to purchase the Property or rights of first refusal to purchase the Property.

7.1.9 Material Defaults. As of the Effective Date, there are no material defaults by City under this Agreement or to City's knowledge, events that with the passage of time would constitute a material default of City under this Agreement.

7.2 City's Knowledge. The term "**City's knowledge**" or any reference thereto shall mean and apply to the actual knowledge of the managerial and supervisory personnel of City having responsibility for the Property or the Improvements. The foregoing personnel are acting for and on behalf of City and in a capacity as an executive or employee of City and are in no manner expressly or impliedly making any representations or warranties in an individual capacity. LPC West waives any right to sue or to seek any personal judgment or claim against any such individual.

7.3 Survival of City's Representations and Warranties; Indemnification. City's liability with respect to the representations and warranties of City set forth in this Agreement shall survive the Closing Date with respect to each Parcel for a period of twelve (12) months from the closing of such Parcel (the "**Survival Period**"). From and after the Closing of each Parcel and until the end of the Survival Period, City shall indemnify, defend, and hold harmless LPC West, and each of LPC West's members, managers, employees, agents, successors, and assigns ("**LPC West Parties**"), from and against any and all claims, demands, actions, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorneys' fees, that LPC West shall incur or suffer as a result of, or that arise, result from, or relate to any intentional or negligent material breach of any of City's representations, warranties, or covenants under this Agreement with respect to a particular Parcel.

7.4 *Limits on LPC West's Claims Alleging Breach of Representations or Warranties or any other Claims.* Notwithstanding any term, condition or provision in this Agreement to the contrary, express or implied, in the event the Closing occurs and LPC West receives possession of the Property, LPC West hereby

expressly waives, relinquishes and releases any right or remedy available to LPC West, at law, in equity or under this Agreement, to make a claim against City for damages that LPC West may incur, or to rescind this Agreement and the transactions contemplated hereby, as the result of any breach by City of any provision of this Agreement or any of City's representations or warranties contained in Section 7.1 being untrue, inaccurate or incorrect if (a) LPC West had actual knowledge that such representation or warranty was untrue, inaccurate or incorrect at the time of the Closing and LPC West nevertheless permitted Closing to occur and the Deed or Memorandum of Ground Lease, as applicable, to be recorded, or (b) LPC West's damages and losses, if any, as a result of such representation(s) and/or warranty(ies) being untrue, inaccurate or incorrect are, in the aggregate, less than fifty thousand dollars ($50,000.00), which amount is merely for purposes of setting a threshold for making claims and does not exempt City as to any portion of any amount for which it is liable. Notwithstanding anything contained herein or in this Agreement to the contrary, if the Closing has occurred and if LPC West has not waived, relinquished and released all rights or remedies available to it at law, in equity or otherwise as provided hereunder, the total aggregate liability of City arising pursuant to or in connection with City's covenants, agreements, representations, warranties, or other obligations (whether express or implied) set forth in this Agreement, including the exhibits attached hereto, shall not exceed two hundred thousand dollars ($200,000.00) per Parcel or one million dollars ($1,000,000.00) in the aggregate. LPC West acknowledges and agrees that the limits and restrictions upon any claim by LPC West as set forth in this Section have been specifically negotiated and agreed upon by and between the Parties and that City would not be willing to enter into this Agreement without LPC West's agreement to these restrictions and that the same are therefore binding and effective upon LPC West and its successors and assigns. All of the provisions of this Section will survive the Closing.

7.5 Representations and Warranties of LPC West. LPC West hereby represents and warrants to City:

7.5.1 ERISA. LPC West is not financing the Ground Leases or construction of Improvements on the Property with the assets of an employee benefit plan as defined in Section 3(3) of ERISA.

7.5.2 Organization and Authority. LPC West has been duly organized or formed and is validly existing under the laws of Texas. LPC West has the full right, power, and authority to enter into this Agreement, to ground lease the Parcels as provided in this Agreement, and to carry out LPC West's obligations hereunder, and all requisite action necessary to authorize LPC West to enter into this Agreement and to carry out its obligations hereunder have been, or by the Closing will have been, taken. The person signing this Agreement on behalf of LPC West is authorized to do so, and this Agreement is enforceable against LPC West in accordance with its terms, subject to bankruptcy, insolvency, and similar laws.

7.5.3 Pending Actions. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation, or proceeding pending against LPC West which, if adversely determined, could individually or in the aggregate materially interfere with LPC West's ability to consummate the transaction contemplated by this Agreement.

7.5.4 Patriot Act and OFAC Compliance. Neither LPC West nor, to LPC West's knowledge, any individual or entity having any interest in LPC West is (i) listed on the Specially Designated Nationals and Blocked Persons List or any other similar list maintained by the Office of Foreign Assets Control or the U.S. Department of the Treasury, pursuant to any authorizing statute, executive order, or regulation; or (ii) a "specially designated global terrorist" or other person listed on Appendix A to Chapter V of 31 C.F.R., as the same has been from time to time updated and amended; or (iii) a person either (A) included within the term "designated national" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515; or

(B) designated under Sections 1(a), 1(b), 1(c) or 1(d) of Executive Order No. 13224, 66 Fed. Reg. 49079 (published September 25, 2001) or a person similarly designated under any related enabling legislation or any other similar Executive Orders.

7.6 LPC West's Knowledge. The term "**LPC West's knowledge**" or any reference thereto shall mean the actual knowledge of Patrick Gilligan and Alex Aigner, without duty of inquiry. The named individuals are acting for and on behalf of LPC West and in a capacity as a principal, executive, officer or employee of LPC West or LPC West's affiliates and are in no manner expressly or impliedly making any representations or warranties in an individual capacity. City waives any right to sue or to seek any personal judgment or claim against any named individual.

7.7 Survival of LPC West's Representations and Warranties. LPC West's liability with respect to the representations and warranties of LPC West set forth in this Agreement shall survive the Closing Date of the last Parcel for a period of twelve (12) months.

ARTICLE 8. DEFAULT AND REMEDIES

8.1 General Applicability. The provisions of this Article shall govern the Parties' remedies for breach or failure of this Agreement.

8.2 Default by LPC West. If LPC West shall materially default in the performance of any of its obligations to be performed on or before the Closing Date or if any of the Target Dates of Completion set forth as events of default in Exhibit C (Schedule of Performance) are not timely met by LPC West and such default shall continue for thirty (30) days after written notice to LPC West, City, as its sole and exclusive remedy, may terminate this Agreement and receive the Deposit (to the extent not applied to rent due under the Ground Leases) as liquidated damages for the breach of this Agreement, it being agreed between the Parties hereto that the actual damages to City in the event of such breach are impractical to ascertain and the amount of the Deposit is a reasonable estimate thereof. If a material default by LPC West cannot reasonably be cured within a period of thirty (30) days, no default shall occur if LPC West commences the cure of the breach within thirty (30) days after LPC West receives written notice from City and thereafter diligently prosecutes such cure to completion.

THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE DEPOSIT HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF CITY'S DAMAGES AND AS CITY'S EXCLUSIVE REMEDY AGAINST LPC WEST, AT LAW OR IN EQUITY, IN THE EVENT OF A DEFAULT TO CONSUMMATE THE GROUND LEASE CONTEMPLATED BY THIS AGREEMENT ON THE PART OF LPC WEST. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO CITY.

INITIALS: City_____ LPC West _____

Nothing contained in this Section 8.2 shall limit or prevent City from enforcing (a) any indemnity obligation of LPC West under this Agreement or preclude City from obtaining a damage award in connection therewith, or (b) LPC West's other obligations and liabilities which survive a termination of this Agreement other than entering into the Ground Lease.

8.3 Default by City. If City shall materially default in the performance of any of its obligations to be performed on or before the Closing Date and such default shall continue for thirty (30) days after written

notice to City, LPC West shall be entitled, as its sole and exclusive to: (a) terminate this Agreement, in which event (I) the Deposit (to the extent not applied to rent due under the Ground Leases) shall be promptly returned to LPC West and (II) all other rights and obligations of City and LPC West hereunder (except those set forth herein which expressly survive a termination of this Agreement) shall terminate immediately; or (b) to waive such matter or condition and proceed to Closing with no change to the agreed upon Ground Lease terms. Notwithstanding the preceding sentence, if, at any Closing, City fails to comply in any material respect with any of its obligations contained in Section 3.5 (the "**Closing Obligations**"), and if all Conditions Precedent to City' obligations hereunder have been waived or satisfied, LPC West shall have, in lieu of LPC West's remedies contained in the preceding sentence, the option to waive all other actions, rights, or claims for damages for the failure to perform such Closing Obligations (other than costs and expenses incurred in enforcing this Agreement and its right to enforce the indemnities and other provisions of this Agreement which expressly survive a termination of this Agreement or Closing), and to bring an equitable action to specifically enforce the Closing Obligations; provided, LPC West's suit for specific performance shall be filed against City in a court having jurisdiction in the county and state in which the Property is located, on or before the date that is sixty (60) days following the date the Closing should have occurred, failing which, LPC West shall be barred from enforcing this Agreement by specific performance and shall be deemed to have elected to terminate this Agreement as provided herein. If LPC West files a suit to enforce the Closing Obligations by specific performance, LPC West shall accept the Property from City subject only to the Permitted Exceptions, and City shall convey the Property to LPC West in compliance with all terms of this Agreement (other than the Closing Date). Notwithstanding anything to the contrary set forth in this Agreement, if all Conditions Precedent to City's obligations under this Agreement have been waived or satisfied, if City intentionally fails to Close, and if the remedy of specific performance is not available to LPC West as a practical matter (e.g., City has conveyed one or more Parcels to a third party), then LPC West may pursue any and remedies available to it in law and equity, including an award of money damages. Other than as expressly provided herein, LPC West hereby waives any right to any damages resulting from City's failure to perform its Closing Obligations or in the event of City's default hereunder. The foregoing waiver is a material inducement to City in entering into this Agreement and shall survive the termination or expiration of this Agreement.

ARTICLE 9. CASUALTY AND CONDEMNATION

9.1 Condemnation. If the Parcels, or any part thereof, are or become the subject of a condemnation proceeding before the Closing of a Parcel, then LPC West may elect either to (a) terminate this Agreement as to the Parcel or Parcels affected, in which event all rights and obligations of the Parties hereunder shall cease and the Deposit (to the extent not applied to rent due under the first Ground Lease) shall be returned to LPC West, or (b) proceed to consummate the Closing for such Parcel or Parcels, in which event the Parties agree that the rent under the Ground Lease shall be reduced proportionately to the reduction in the size of the Parcel or Parcels and shall be reduced by the total of any awards or other proceeds received by City at or before the Closing Date with respect to any such condemnation proceeding. If LPC West elects to close and the award or other proceeds have not been received by City on or before the Closing Date, then, at the Closing, City shall assign to LPC West all rights of City in and to any awards or other proceeds payable by reason of any such condemnation proceeding. City agrees to notify LPC West in writing of any condemnation proceedings within five (5) days after City learns of the same.Damage and Destruction. If, prior to the Closing Date for any Parcel, any part of the Parcel is destroyed or suffers material damage affecting LPC West's intended use, as determined by LPC West its sole and absolute discretion, LPC West shall have the right, exercisable by giving written notice of such decision to City within thirty (30) days after receiving written notice of such damage or destruction, to terminate this Agreement, in which event the Deposit (to the extent not applied to rent due under the first Ground Lease) shall be

returned to LPC West and all rights and obligations of the Parties hereunder shall cease. If LPC West does not timely elect to terminate this Agreement, all insurance and condemnation proceeds payable to City shall be paid or assigned to LPC West upon the Closing.

ARTICLE 10. MORTGAGEE PROTECTION

10.1 Effect of Revesting on Mortgages. With respect to City's reversionary rights on Parcel 3, City entered into one or more commercially reasonable agreements with a Mortgagee providing a loan for the development of Parcel 3, providing for, among other things, Mortgagee cure rights with respect to a failure to commence construction within ninety (90) days following the applicable Closing Date.

10.2 Mortgagee Not Obligated to Construct**.** Notwithstanding any of the provisions of this Agreement, a Mortgagee or its designee for purposes of acquiring title at foreclosure shall in no way be obligated by the provisions of this Agreement to construct or complete the Improvements or any portion thereof or to guarantee such construction or completion; *provided, however*, that nothing in this Agreement shall be deemed or construed to permit or authorize any such Mortgagee, or any owner of the Development whose title thereto is acquired by foreclosure, trustee sale or otherwise, to devote that Development to any uses, or to construct any improvements thereon, other than the Improvements contemplated in this Agreement.

10.3 Copy of Notice of Default to Mortgagee**.** If City delivers any notice or demand to LPC West with respect to any breach of or default by LPC West in its obligations or covenants under this Agreement, City shall at the same time send a copy of such notice or demand to each Mortgagee at the last address of such holder shown in the records of City and if no such address is shown in City's records, then as show in any Mortgage of record.

10.4 Mortgagee's Options to Cure Defaults**.** After any default in or breach of this Agreement by LPC West where LPC West fails to cure or remedy said default or breach, then each Mortgagee may, at its option, cure or remedy such breach or default within one hundred eighty (180) days after passage of the latest date for LPC West's cure of the default, and, if permitted by its loan documents, add the cost thereof to the Mortgage debt and the lien of its Mortgage. If the breach or default is with respect to construction of the Improvements, nothing contained in this Agreement shall be deemed to prohibit such Mortgagee either before or after foreclosure or action in lieu thereof, from undertaking or continuing the construction or completion of the Improvements, provided that the Mortgagee notifies City in writing of its intention to complete the Improvements, or portion thereof. Any Mortgagee who properly completes Improvements on a Parcel shall be entitled to issuance of a Certificate of Completion, following the procedures set forth in Section 5.6.

10.5 Amendments to Agreement Requested by Mortgagee**.** City shall execute amendments to this Agreement or separate agreements to the extent reasonably requested by a Mortgagee proposing to make a loan to or investment in LPC West secured by a security interest in a Component or Parcel or a portion thereof, provided that such proposed amendments or other agreements do not materially and adversely affect the rights of City hereunder or City's interest in the Parcel.**GENERAL PROVISIONS**

11.1 Term. This Agreement shall be effective as of the Effective Date and shall terminate upon the earliest of: (a) a Party giving a notice of termination in accordance with any provision of this Agreement; (b) the mutual agreement of the Parties in writing to terminate this Agreement; or (c) the issuance of a Certificate of Completion for all Components on all Parcels.

11.2 Notices, Demands, and Communications. Any notice, demand, or notice which either Party desires or may be required to make or deliver to the other pursuant to this Agreement shall be in writing and may be delivered, with all applicable delivery and postage charges prepaid, by: (a) personal delivery or messenger; (b) nationally recognized overnight courier service; (c) certified mail through the United States Postal Service, return receipt requested; or (d) e-mail, if sent on the same Business Day by another means allowed hereunder, and addressed as follows:

City:	City of Vancouver PO Box 1995 Vancouver, WA 98668-1995 Attn: Patrick Quinton Email: patrick.quinton@cityofvancouver.us
With a Copy to:	City of Vancouver PO Box 1995 Vancouver, WA 98668-1995 Attn: City Attorney's Office Email: city.attorneyemails@cityofvancouer.us
And to:	Pacifica Law Group LLP 1191 Second Avenue, Suite 2000 Seattle, Washington 98101 Attn: Gerry Johnson Email: gerry.johnson@pacificalawgroup.com
LPC West:	LPC West LP 1201 Third Avenue, Floor 22 Seattle, Washington 98101 Attn: Patrick Gilligan Email: pgilligan@lpc.com
With a Copy to:	Radler White Parks & Alexander LLP Attn: Dina Alexander 111 SW Columbia Street, Suite 700 Portland, OR 97201 Email: dalexander@radlerwhite.com

Notices shall be deemed received by the addressee upon the earlier of actual delivery or refusal of a Party to accept delivery thereof; provided that notices sent by email shall be deemed given on the date received if and only if delivered prior to 6:00 p.m. Pacific Time and if simultaneously sent by another means allowed hereunder. The addresses to which notices are to be delivered may be changed by giving notice of such change in address in accordance with this notice provision. Notices may be given by counsel to a Party on behalf of such Party.

11.3 Confidentiality. City agrees to keep financial information and other proprietary information (such as, by way of example, potential tenant information), that LPC West labels "Confidential" ("**Confidential Information**") confidential, except for public records and open meeting requirements imposed by

Washington law on City. Notwithstanding the foregoing, City shall have the right to make disclosures of Confidential Information to City's legal counsel, City officers, employees, elected officials, agents, consultants and independent contractors who have a need to know such Confidential Information in order to perform their responsibilities under or in connection with this Agreement or development or financing of the Improvements, and who are made aware that Confidential Information must be kept confidential according to (and may not be distributed or used other than in accordance with) this ENA. Notwithstanding the foregoing, LPC West shall have the right to make disclosures of its Confidential Information. The Parties understand and acknowledge that City is a public agency that may be subject to the Open Public Meetings Act RCW 42.30 and is subject to the Washington Public Records Act RCW 42.56 and that information and records provided to City (potentially including Confidential Information) may be subject to public inspection and production in response to public records requests notwithstanding the terms of this Agreement. Notwithstanding anything to the contrary in this Agreement, if City receives a request to disclose Confidential Information under the Washington Public Records Act, City may assert exemptions to disclosure in their sole discretion. If City receives a request to disclose Confidential Information, City agrees to give LPC West ten (10) days' notice prior to disclosure so that LPC West may seek a protective order. Notwithstanding anything to the contrary contained herein, the term "Confidential Information" shall not, however, include any information that is:

11.3.1 contained in an unrestricted, generally-available printed publication prior to the Effective Date;

11.3.2 available to the general public without use of a Washington Public Records Act Request at the time of disclosure or that becomes publicly available without any wrongful act or failure to act on the part of the recipient;

11.3.3 is known by either Party without any proprietary restrictions at the time of receipt of such confidential information from the discloser or becomes rightfully known to either Party without proprietary restrictions from a third-party source;

11.3.4 is independently developed by the recipient without reference to the confidential information of the discloser; or

11.3.5 is disclosed by the discloser in an open public meeting.

11.4 Time for Approvals. Where this Agreement requires the approval of a Party, said Party will approve or disapprove within ten (10) Business Days after receipt of the material to be approved, except where a longer or shorter time period is specifically provided to the contrary. Failure by a Party to approve or disapprove within said period of time shall be deemed approval. Any disapproval shall state in writing the reasons for such disapproval. Except when specifically set forth as subject to "sole discretion," approvals will not be unreasonably conditioned, withheld, or delayed.

11.5 Non-Liability of City Officials, Employees and Agents. No member, official, employee, or agent of City shall be personally liable to LPC West, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to LPC West or successor or on any obligation under the terms of this Agreement.

11.6 Force Majeure Delay; Extensions of Time for Performance.

11.6.1 In addition to specific provisions of this Agreement, neither Party hereunder (or any successor in interest) shall be deemed to be in default or breach of this Agreement if any delays or defaults by such Party or its successor or the failure of any Condition Precedent arise from any of the following: (a) insurrection; (b) strikes; (c) lock-outs; (d) riots; (c) floods; (f) earthquakes; (g) fires; (h) unusually severe weather; (i) casualties; (j) acts of god; (k) acts of the public enemy; (l) acts of the other Party; (m) epidemics or pandemics; (n) quarantine restrictions; (o) freight embargoes; (p) litigation (including suits filed by third parties concerning or arising out of this Agreement); (q) inability to secure or the rationing of necessary services, labor, materials, tools, or sources of energy; (r) condemnation; (s) acts or failure to act of any public or governmental agency or entity (other than City as a Party to this Agreement); or (t) any other causes (other than failure of the financing contingency set forth in Section 2.1.2.3) beyond the reasonable and foreseeable control or without the fault of the Party claiming an extension of time to perform (collectively, "**Force Majeure**" and each, a "**Force Majeure Event**").

11.6.2 If a Party determines that a Force Majeure Event exists, then that Party shall give notice of that event and its cause or causes to the other Party. If any Force Majeure Event occurs, the time or times for performance of the obligations of the Party or Parties, as the case may be, including the failure of any Condition Precedent, shall be extended for the period of the Force Majeure Event; provided, however, that the Party seeking the benefit of the provisions of this Section shall, within sixty (60) days after the Party becomes aware of a Force Majeure Event, have first notified the other Party in writing of its cause or causes and the estimated time of correction. Any Party may suspend its performance under this Agreement if that performance is conditioned on performance that another Party has been excused from by reason of a Force Majeure Event. A Party who intends to suspend its performance based on another's Force Majeure Event shall notify the other Party in writing of the specific date of suspension of performance and the specific performance it will not undertake or continue. Upon resumption of performance by the Party initially excused due to a Force Majeure Event, all Parties shall immediately resume performance.

11.6.2.1 If a Force Majeure Event does prevent or is likely to prevent a Party's performance for a period longer than fifteen (15) months, then any Party may give notice, at any time, to the other Party of its election to initiate negotiations to amend this Agreement, including the Schedule of Performance. If a Party elects to initiate such negotiations, both Parties shall participate in such negotiations in good faith and in the spirit of cooperation for a period of at least ninety (90) days. At any time after the ninetieth (90th) day, either Party may elect to terminate negotiations by written notice to the other Party. If neither Party initiates negotiations pursuant to this Section 11.6.2.1, or if the negotiations do not result in an amendment acceptable to all affected Parties, then the period of Force Majeure Event shall end on the last day of the fifteen (15) month period.

11.6.2.2 Times of performance under this Agreement may also be extended in writing by City and LPC West.

11.7 Title of Parts and Sections; Interpretation. Any titles of the articles, sections, or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any part of its provisions. In construing or interpreting this Agreement, (a) singular pronouns and nouns shall be taken to mean and include the plural, and the plural shall be taken to mean and include the singular, and the masculine pronoun shall be taken to mean and include the feminine and the neuter, as the context may require, (b) "shall" means mandatory and imperative, and (c) "including" means including without limitation.

11.8 General Indemnification. Each Party (the "**Indemnifying Party**") agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the other Party) the other Party (the "**Indemnified Party**") and its respective governing council members, members, managers, officers, directors, shareholders, agents, contractors and employees, from all suits, actions, claims, causes of action, administrative proceedings, arbitrations, enforcement actions, costs, demands, judgments, and liens arising out of the Indemnifying Party's performance or non-performance under this Agreement, or arising out of acts or omissions of the Indemnifying Party or any of Indemnifying Party's contractors, subcontractors, employees, agents, or other persons claiming under any of the aforesaid, except to the extent caused by the Indemnified Party's willful misconduct or gross negligence. The provisions of this Section shall survive termination of this Agreement.

11.9 Applicable Law. This Agreement shall, in all respects, by governed, interpreted, and enforced under and pursuant to the laws of the State of Washington, without resort to any jurisdiction's conflicts of law principles, rules, or doctrines.

11.10 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties under that provision have been materially altered or abridged by such invalidation, voiding, or unenforceability.

11.11 Venue. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach thereof, the venue for such action shall be the Superior Court of Clark County, Washington.

11.12 Waiver. No waiver made by either Party with respect to the performance, or manner or time thereof, of any obligation of the other Party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the Party making the waiver. No waiver by City or LPC West of any provision of this Agreement or any breach thereof shall be of any force or effect unless in writing; and no such waiver shall be construed to be a continuing waiver.

11.13 Binding Upon Successors.

11.13.1 This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the Parties hereto. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor or assign of such Party who has acquired an interest in compliance with the terms of this Agreement, or under law.

11.13.2 The covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property. However, on the termination of this Agreement, such covenants and restrictions shall expire except to the extent of the specific terms and conditions of any recorded documents. Each and every contract, Ground Lease, or other instrument hereafter executed covering or conveying the Property shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed, or other instrument, unless City expressly releases the Property from the requirements of this Agreement.

11.14 Parties Not Co-Venturers. Nothing in this Agreement is intended to or does establish the Parties as partners, joint-venturers, co-venturers, or principal and agent with one another, nor any other association between the Parties.

11.15 No Third-Party Beneficiaries. No person or entity other than City, LPC West, and their permitted successors and assigns shall have any right of action under this Agreement, other than Mortgagees as expressly provided in this Agreement.

11.16 Time is of the Essence. In all matters under this Agreement, the Parties agree that time is of the essence.

11.17 Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Washington, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday in the State of Washington, the period shall be extended to include the next Business Day.

11.18 Action by City. Except as may be otherwise specifically provided in this Agreement, whenever any approval, notice, direction, finding, consent, extension of time, request, waiver, or other action by City is desired, required or permitted under this Agreement, such action may be given, made, or taken by City Manager or by any person who shall have been designated in writing to LPC West by City Manager, without further approval by City Council. Any such action shall be in writing.

11.19 Discretion Retained by City. City's execution of this Agreement does not constitute approval by City and in no way limits the discretion of City as part of the regulatory permit and approval process under applicable City Code in connection with design, permitting, and construction of the Improvements.

11.20 Complete Understanding of the Parties. This Agreement constitute the entire understanding and agreement of the Parties with respect to the matters set forth in this Agreement. There is no other oral or written agreement between the Parties with regard to this subject matter. There are no oral or written representations made by either Party, implied or express, other than those contained in this Agreement.

11.21 Amendments. The Parties can amend this Agreement only by means of a writing executed by all Parties.

11.22 Implementation Agreements. The Parties acknowledge that the provisions of this Agreement require a close degree of cooperation and that new information and future events may demonstrate that changes are appropriate with respect to the details of performance of the Parties under this Agreement. The Parties desire, therefore, to retain a certain degree of flexibility with respect to the details of performance for those items covered in general terms under this Agreement. If and when, from time to time, the Parties find that refinements or adjustments are desirable, such refinements or adjustments shall be accomplished through operating memoranda or implementation agreements mutually approved in writing and signed by the Parties, and which, after execution, shall be attached to this Agreement as addenda and become a part hereof. Operating memoranda or implementation agreements may be executed on City's behalf by City Manager or any person who shall have been designated in writing to LPC West by City Manager as having such execution authority. If a particular subject requires public notice or hearing, such notice or hearing shall be appropriately given. Notwithstanding the foregoing, nothing in this Section shall be deemed to require City to consider any request by LPC West for a waiver of any particular obligation as set forth herein.

11.23 Assignment. LPC West shall be permitted to partially or wholly assign this Agreement, the Deposit, and the rights of LPC West in connection therewith to a "LPC West's Affiliate" without the prior written consent of City, provided that LPC West delivers written notice no later than ten (10) days prior to the effective date of such assignment, which notice shall provide reasonable evidence to City that the assignee is a "LPC West Affiliate" as defined herein.

11.23.1 "**LPC West's Affiliate**" means (a) any entity that directly or indirectly controls, is controlled by, or is under common control with LPC West; (b) any entity at least a majority of whose economic interest is owned by LPC West; or (c) any single purpose entity formed to enter into the Ground Lease, develop, own, lease, sell, or otherwise deal with the Component of the Improvements for a specific Parcel, provided that such entity has entered into a development contract with LPC West, such that LPC West will manage the construction of the relevant Component of the Improvements. The term "**control**" means the power to direct the day-to-day management of such entity through voting rights, ownership, or contractual obligations.

11.23.2 Except as otherwise provided in this Section 11.23.2, LPC West shall not assign its rights under this Agreement without the prior written consent of City which may be granted, denied or conditioned in City's sole and absolute discretion.

11.23.3 No assignments shall relieve the assigning Party from its obligations under this Agreement unless expressly agreed to in writing by City.

11.24 Attorney Fees. If any action or proceeding of any nature whatsoever is commenced by either Party to interpret or enforce this Agreement or to collect damages as a result of the breach of any of the provisions of this Agreement, the substantially prevailing or non-defaulting Party in such action or proceeding, including any appellate proceedings, shall be entitled to recover from the losing or defaulting Party all reasonable costs and expenses, including, without limitation, attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, in addition to other amounts provided by law or other relief awarded by the court at trial or on appeal.

11.25 Dispute Resolution. If a dispute arises under this Agreement, which shall include the inability of the Parties to reach agreement on any issue or item contemplated by this Agreement, either Party may notify the other in writing of the issue. Following such notification, the Parties shall meet and confer in an attempt to resolve the dispute or issue for a period thirty (30) days unless the Parties mutually agree to extend the period for meeting and conferring. A decision maker for each of the Parties shall attend and participate in at least one such meeting. At the conclusion of this period, if the dispute or issues are not resolved, the Parties shall mutually select a qualified mediator and submit the dispute or issues for resolution by mediation. If the Parties cannot agree to the appointment of a mediator within fifteen (15) days following the end of the 30-day meet and confer period, either Party may request the Presiding Judge of the Clark County Superior Court to designate a mediator. The Parties will accept the mediator so designated to mediate the dispute or issues. If the mediation fails, either Party may submit the matter to a court of competent jurisdiction for resolution. The Parties will split all costs and fees of the mediator.

11.26 Construction. The Parties acknowledge that they have each reviewed and revised this Agreement with their respective counsel and that the normal rule of construction that provides for ambiguities to be construed against the drafter shall not be applied when interpreting this Agreement.

11.27 Multiple Originals; Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts, all of which, when taken together, shall be one and the same Agreement.

11.28 Press Releases. Any press release or public announcement of this Agreement or the transactions or projects contemplated by this Agreement, outside of a public meeting or as a result of a Washington Public Records Act request, will be coordinated and mutually agreed upon in writing by LPC West and City prior to any release.

[*Remainder of page intentionally left blank;*
signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

CITY:

CITY OF VANCOUVER, a Washington municipal corporation,

By: _____
Name: _____
Title: _____

Attest By:

By: _____
Name: _____
Title: _____

Approved as to Form:

By: _____
Name: _____
Title: _____

LPC WEST:

LPC WEST LP, a Delaware limited partnership

By: _____
Patrick Gilligan, Executive Vice President

STATE OF WASHINGTON)
) ss.
County of Clark)

On this _____ day of _____, 2025, before me personally appeared _____, to me known to be the _____ of the City of Vancouver, a Washington municipal corporation, which has executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said city, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
(Signature of Notary Public)

_____
(Printed Name of Notary Public)

_____
(Place of Residence of Notary Public)

(seal or stamp) My Commission Expires:_____

STATE OF WASHINGTON)
) ss.
County of Clark)

On this _____ day of _____, 2025, before me personally appeared Patrick Gilligan, to me known to be the Executive Vice President of LPC West LP, the limited partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
(Signature of Notary Public)

_____
(Printed Name of Notary Public)

_____
(Place of Residence of Notary Public)

(seal or stamp) My Commission Expires:_____

EXHIBIT A-1
LEGAL DESCRIPTION OF THE PROPERTY

Title description obtained from that certain Commitment of Title Insurance issued by Fidelity National Title Company of Washington, dated October 24, 2025, Order Number 612902829 . Legal description is subject to change to the extent the foregoing commitment is updated.

For APN/Parcel ID(s): 049230000, 049360000, 049240000 and 049250000

Parcel I

A parcel of property located in the Southwest quarter of Section 27, Township 2 North, Range 1 East of the Willamette Meridian, City of Vancouver, Clark County, Washington with a portion of said parcel being portions of Lots 1, 2, 5, 6 and 7, all of Lots 3, 4 and 8 of Block 34, a portion of Lot 1 of Block 38, Town of Vancouver (commonly known as West Vancouver), according to the Plat thereof, recorded in Volume B of Plats, Page 40, Clark County records and further described as follows:

COMMENCING at the Northeast corner of said Block 38 and the South right of way line of West 6th Street;

THENCE North 87°39'52" West along the North line of said Block 38 and the South right of way line of West 6th Street 3.75 feet to the True Point of Beginning;

Thence South 02° 21'06" West, parallel with the East line of said Block 38, a distance of 75.46 feet;

Thence South 54° 08'54" East 219.17 feet;

Thence South 56° 07'10" East 55.26 feet;

Thence South 87° 39'52" East 55.87 feet to a point on the West right of way line of West Esther Street, said point being 40.00 feet West of the centerline of West Esther Street when measured at right angles to said centerline;

Thence North 02° 16'16" East along said West right of way line 178.45 feet to a non-tangent 57.50 foot radius curve to the left;

Thence along said non-tangent 57.50 foot radius curve to the left (the long chord of which bears North 49° 12'09" West 71.53 feet) an arc distance of 77.20 feet to a point on the South right of way line of West 6th Street, said point being 42.45 feet South of the centerline of West 6th Street when measured at right angles to said centerline;

Thence North 87° 39'52" West along said South right of way line 31.48 feet;

Thence North 76° 39'57" West along said South right of way line 12.84 feet to a point being 40.00 feet South of, when measured at right angles to, said centerline of West 6th Street;

Thence North 87° 39'52" West along said South right of way line 185.37 feet to the True Point of Beginning.

TOGETHER WITH all vacated streets lying within the above described parcel.

EXCEPT that portion conveyed to the City Vancouver, a municipal corporation of the State of Washington, recorded June 20, 2005, under Auditor's File No. 4005368.

ALSO EXCEPT a parcel of property located in the Southwest quarter of Section 27, Township 2 North, Range 1 East of the Willamette Meridian, City of Vancouver, Clark County, Washington with a portion of said parcel being a portion of vacated Franklin Street and a portion of Lot 1 of Block 38, Town of Vancouver (commonly known as West Vancouver), according to the Plat thereof, recorded in Volume B of Plats, Page 40, Clark County records and further described as follows:

Commencing at the Northeast corner of said Block 38 and the South right of way line of West 6th Street;

Thence North 87° 39'52" West along the North line of said Block 38 and the South right of way line of West 6th Street 3.75 feet to the True Point of Beginning;

Thence South 02° 21'06" West, parallel with the East line of said Block 38, a distance of 75.46 feet;

Thence South 54° 08'54" East 29.98 feet;

Thence North 02° 21'06" East, parallel with the East line of said Block 38, a distance of 92.01 feet to a point on the South right of way line of West 6th Street;

Thence North 87° 39'52" West along said South right of way line 25.00 feet to the True Point of Beginning.

Parcel II

ALL of Lots 3, 4 and portions of Lots 1, 2, 5, 6 and 7, Block 38 and a portion of Lot 1 of Block 45, Town of Vancouver (commonly known as West Vancouver), according to the Plat thereof, recorded in Volume B of Plats, Page 40, records of Clark County, Washington, located in the Southwest quarter of Section 27, Township 2 North, Range 1 East of the Willamette Meridian, described as follows:

COMMENCING at the Northeast corner of said Block 38, said Northeast corner being on the Southerly right of way line of West 6th Street;

THENCE North 87°39'52" West along the North line of said Block 38 and the Southerly right of way of West 6th Street, a distance of 3.75 feet to the TRUE POINT OF BEGINNING;

THENCE South 02°21'06" West, parallel with the East line of said Block 38, a distance of 75.46 feet;

THENCE South 81°55'26" West 87.91 feet;

THENCE South 36°00'24" West 85.42 feet to the Northeasterly right of way of the Burlington Northern Railroad and a 3777.22 non-tangent radius curve to the right;

THENCE along said Northeasterly line and along said 3777.22 Foot radius curve to the right (the long chord of which, bears North 45°35'30" West 242.42 Feet), an arc distance of 242.46 feet to a point on the Southerly right of way line of West 6th Street;

THENCE South 87°39'52" East along said Southerly right of way line of West 6th Street, 313.79 feet to the TRUE POINT OF BEGINNING.

Parcel III

A parcel of property located in the Southwest quarter of Section 27, Township 2 North, Range 1 East of the Willamette Meridian, City of Vancouver, Clark County, Washington with a portion of said parcel being portions of Lots 1, 3, 4, 6, 7 and 8 and all of Lot 2, Block 35, and portions of Lots 6 and 7 of Block 34, Town of Vancouver (commonly known as West Vancouver), according to the Plat thereof, recorded in Volume B of Plats, Page 40, Clark County records and further described as follows:

Commencing at the Northeast corner of said Block 38 and the South right of way line of West 6th Street;

Thence North 87° 39'52" West along the North line of said Block 38 and the South right of way line West 6th Street 3.75 feet;

Thence South 02° 21'06" West, parallel with the East line of said Block 38, a distance of 75.46 feet;

Thence South 54° 08'25" East 219.17 feet to the True Point of Beginning;

Thence South 56° 07'10" East 55.26 feet;

Thence South 87° 39'52" East 55.87 feet to a point of the West right of way line of West Esther Street, said point being 40.00 feet West of the centerline of West Esther Street when measured at right angles to said centerline;

Thence along the West right of way line of West Esther Street the following courses:

Thence South 02° 16'16" West 57.44 feet;

Thence North 87° 40'36" West 2.83 feet;

Thence South 02° 16'30" West 16.39 feet to a 215.00 foot radius curve to the right;

Thence along said 215.00 foot radius curve to the right 136.60 feet;

Thence South 38° 40'39" West 12.46 feet to the Northeasterly right of way line of Burlington Northern Railroad;

Thence leaving said West right of way line and along the Northeasterly right of way line of Burlington Northern Railroad North 53° 58'44" West 58.85 feet to 3777.22 foot non-tangent radius curve to the right;

Thence along said Northeasterly right of way line and 3777.22 foot non-tangent radius curve to the right (the long chord which bears North 52° 36'24" West 117.85 feet), an arc distance of 117.85 feet to a point which bears South 36° 19'00" West from the True Point of Beginning;

Thence leaving said Northeasterly right of way line North 36° 19'00" East 168.93 feet to the True Point of Beginning.

EXCEPT that portion conveyed to the City Vancouver, a municipal corporation of the State of Washington, recorded June 20, 2005, under Auditor's File No. 4005368.

TOGETHER WITH all vacated streets lying with the above described parcel.

Parcel IV

A parcel of property located in the Southwest quarter of Section 27, Township 2 North, Range 1 East of the Willamette Meridian, City of Vancouver, Clark County, Washington with a portion of said parcel being portions of Lots 5 and 6 of Block 34, a portion of Lots 6 and 7 and all of Lot 8 of Block 38, Town of Vancouver (commonly known as West Vancouver), according to the Plat thereof, recorded in Volume B of Plats, Page 40, Clark County records and further described as follows:

Commencing at the Northeast corner of said Block 38 and the South right of way line of West 6th Street;

Thence North 87° 39'52" West along the North line of said Block 38 and the South right of way line West 6th Street 3.75 feet;

Thence South 02° 21'06" West, parallel with the East line of said Block 38, a distance of 75.46 feet to the True Point of Beginning;

Thence South 54° 08'25" East 219.17 feet;

Thence South 36° 19'00" West 168.93 feet to the Northeasterly right of way line of Burlington Northern Railroad and a 3777.22 foot non-tangent radius curve to the right;

Thence along said Northeasterly right of way line 3777.22 foot non-tangent radius curve to the right (the long chord which bears North 49° 34'18" West 282.25 feet), an arc distance of 282.31 feet;

Thence leaving said Northeasterly right of way line North 36° 00'24" East 85.42 feet to a point that bears South 81° 55'26" West from the True Point of Beginning;

Thence North 81° 55'26" East 87.91 feet to the True Point of Beginning.

TOGETHER WITH all vacated streets lying with the above described parcel.

ALSO a parcel of property located in the Southeast quarter of Section 27, Township 2 North, Range 1 East of the Willamette Meridian, City of Vancouver, Clark County, Washington with a portion of said parcel being a portion of vacated Franklin Street and a portion of Lot 1 of Block 38, Town of Vancouver (commonly known as West Vancouver), according to the Plat thereof, recorded in Volume B of Plats, Page 40, Clark County records and further described as follows:

COMMENCING at the Northeast corner of said Block 38 and the South right of way line of West 6th Street;

THENCE North 87°39'52" West along the North line of said Block 38 and the South right of way line of West 6th Street 3.75 feet to the True Point of Beginning;

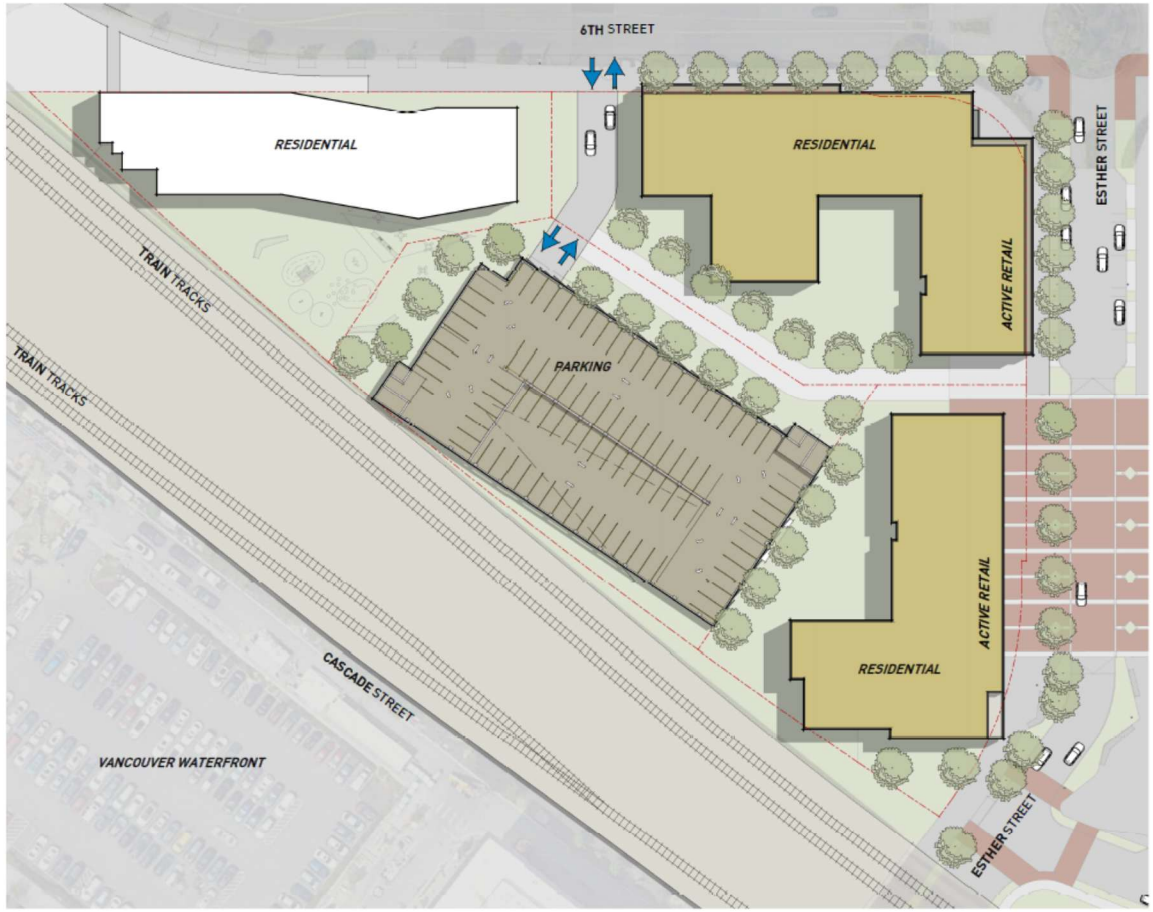
Thence South 02° 21'06" West, parallel with the East line of said Block 38, a distance of 75.46 feet;

Thence South 54° 08'54" East 29.98 feet;

Thence North 02° 21'06" East, parallel with the East line of said Block 38, a distance of 92.01 feet to a point on the South right of way line of West 6th Street;

Thence North 87° 39'52" West along said South right of way line 25.00 feet to the True Point of Beginning.

EXHIBIT A-2
DEPICTION OF THE PARCELS



VANCOUVER GATEWAY
11-20-2025

BLOCK X - SITE PLAN
1.1

Exhibit A-2

EXHIBIT B
100% Schematic Design Plans and Drawings

[to be attached]

EXHIBIT C
Schedule of Performance

This Schedule of Performance summarizes the proposed, anticipated schedule for various milestones under this Agreement and under the Ground Leases. Except as otherwise expressly provided below, the description of items in this Schedule of Performance is meant to be descriptive only, and shall not be deemed to modify in any way the provisions of the Agreement. Unless expressly noted, the Target Date of Completion noted below are goals not deadlines, and so long as LPC West uses commercially reasonable diligence and efforts to complete the milestones, the failure to complete a milestone by the corresponding Target Date of Completion shall not constitute a failure of a City condition or a default under the Agreement. For items noted, any failure to achieve the milestone by the Target Date of Completion provided below shall constitute an event of default under this Agreement, and shall entitle City to exercise its remedies under that Ground Lease, but shall not constitute a separate default under this Agreement.

Item	Milestone	Target Date of Completion
	Pre-Closing on a Parcel, Pursuant to this Agreement	
1.	City Council Approval of Affordable Housing conveyance	60 days after recording of Legal Lots **Completed.**
2.	Recording of Legal Lots	July 1, 2025 or within 60 days of land use approval, whichever is the earlier. **Completed.**
3.	Code Amendment Deadline	180 days after the Effective Date
4.	Submission of Application for Building Permit	Deadline: August 1, 2027 or within 12 months of the Code Amendment Adoption Date, whichever occurs first[1]
5.	Proof of Financing	Within 3 months of Submission of Application for Building Permit
6.	Permits Ready to Issue Subject to Payment of Permit Fees	Within 1 month of Proof of Financing
7.	Phase 1 Outside Closing Date	Within 1 month of Proof of Financing
8.	Recording of Access Easements	At Phase 1 Closing
	Post-Closing on a Parcel, Pursuant to Ground Lease	
9.	Commencement of Construction of Phase 1	Deadline: March 1, 2028, or within 4 months of the date a Building Permit is ready to be issued, subject only to the payment of permit fees, whichever occurs first [1]

[1] Failure to meet this Target Date of Completion deadline for this milestone shall expressly be an event of default under Section 8.2 of this Agreement.

10.	Required Completion Date of Phase 1	Deadline: March 1, 2031, or within 3 years of commencement of construction. whichever occurs first [1]

SCHEDULE 2.4.5
Final Legal Lot Configuration

[TO BE INSERTED]

Schedule 3.2.4.1
Form of Deed

After recording, return to:
_____

_____

_____

_____

Document Title:	Statutory Bargain and Sale Deed
Reference No(s). of Related Documents:	N/A
Grantor:	City of Vancouver, a Washington municipal corporation
Grantee:	_____
Legal Description (abbreviated):	_____
Additional Legal Description:	See Exhibit A
Assessor Property Tax Parcel/Account No(s).	_____

STATUTORY BARGAIN AND SALE DEED

The Grantor, CITY OF VANCOUVER, a Washington municipal corporation, for and in consideration of _____ Dollars ($_____), in hand paid, bargains, sells and conveys to _____, a[n] _____, the real estate situated in the County of Clark, State of Washington and legally described in the attached Exhibit A, subject to those matters set forth in the attached Exhibit B.

DATED this _____ day of _____, 20___.

GRANTOR:

CITY OF VANCOUVER,
a Washington municipal corporation

By:_____
Name:_____
Title:_____

STATE OF WASHINGTON)
) ss.
County of Clark)

On this _____ day of _____, 20___, before me personally appeared _____, to me known to be the _____ of the City of Vancouver, a Washington municipal corporation, which has executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said city, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
(Signature of Notary Public)

_____
(Printed Name of Notary Public)

_____
(Place of Residence of Notary Public)

(seal or stamp) My Commission Expires:

EXHIBIT A
(to Statutory Bargain and Sale Deed)

Property Legal Description

[To be inserted.]

EXHIBIT B
(to Statutory Bargain and Sale Deed)

Permitted Encumbrances

[To be inserted.]

Schedule 3.2.4.2

Form of Assignment of Intangibles

ASSIGNMENT OF INTANGIBLES

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY OF VANCOUVER, a Washington municipal corporation ("**Assignor**"), hereby assigns, transfers, sets over and delivers to _____, a[n] _____ ("**Assignee**"), all of Assignor's right, title, and interest in and to all of the following: (a) all rights, privileges, licenses, and easements appurtenant to the real property described in the attached Exhibit A (the "**Real Property**"), including, without limitation, all minerals, oil, gas, and other hydrocarbon substances on and under the Real Property, as well as all development rights, air rights, and water rights; (b) all governmental approvals, entitlements, permits, warranties, guaranties, and development rights or credits related to the Real Property; and (c) all other intangible property owned by Assignor pertaining to the Real Property.

This Assignment of Intangibles shall be binding upon Assignor and shall inure to the benefit of Assignee and each of their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Intangibles effective as of _____, 20___.

ASSIGNOR:

CITY OF VANCOUVER,
a Washington municipal corporation

By:_____
Name:_____
Title:_____

EXHIBIT A
(to Assignment of Intangibles)

Real Property Legal Description

[To be inserted.]

Schedule 4.1.3.3

Ground Lease- Discounted Rent

Year	Rent Discount
1	100%*
2	100%*
3	50%
4	50%
5	25%
6	25%
7	0%
8	0%
9	0%
10	0%

*Note: Year 1 and 2 referenced above reflects the 2-year rent abatement referenced in Section 4.1.3.3 of this Agreement.

Schedule 6.2.1
Green Building Measures

LPC West agrees to meet the following green building measures. Failure to do so shall be considered a default under the Agreement.

Energy Efficiency

- All buildings to comply with Washington Clean Buildings Performance Standards
- All buildings will be fully electric, with the exception of restaurant space which may require gas for cooking
- EnergyStar appliances will be utilized as much as possible
- Low flow plumbing fixtures will be utilized
- High efficiency LED light fixtures will be utilized

Transportation

- 100% of the parking stalls will be EV charging ready
- 10% of stalls will have installed and operational EV charging stations
- Dedicated bicycle storage and repair facilities will be provided on the Property

Lighting

- Dark sky lighting will be utilized to minimize light pollution

Heat Island Mitigation

- Approximately 140,000 square feet of asphalt parking lot will be removed
- Aim for Silver Leaf designation in City of Vancouver TreeCAP Program
- Drought resistant vegetation and light-colored paving surfaces used in open spaces

Rainwater Management

- Bioswales in landscaped areas to harvest rainwater

Material sourcing

- Materials from local suppliers will be used as much as possible (e.g., lumber, steel, concrete, landscaping, finishes)
- Recycled and renewable materials will be used as much as possible (e.g., asphalt, flooring)

Schedule 6.2.3
Workforce and Business Development Strategy

I. Project Goals

A. Participation Goals

- Local Business participation:
  - BIPOC General Contractor – 100%
  - Minimum BMWESB participation goal – 20%; Aspirational BMWESB participation goal – 40%
  - Minimum SW Washington Subcontractor (SWS) goal – 20%; Aspirational SW Washington Subcontractor (SWS) goal – 30%
- Apprenticeship Programs:
  - Goal to achieve 20% of labor hours in each apprenticeship trade for contracts of $750,000 or more.
  - Develop a plan in collaboration with Workforce Southwest Washington and NAMCO that does not cannibalize specific apprenticeship goals for BIPOC and women regarding journey level positions. (*i.e.,* track BIPOC and women journey level participation towards 20% goals).
- Endeavor to maximize employment opportunities for BIPOC and women.
- Bring the highest value possible to the Owner for each contracting opportunity.
- Engage the local community through the bidding process.

To accomplish these project goals, LPC West's general contractor will closely follow the approach laid out in this Contracting Plan. The entire project team will collaborate, employing strategies and pragmatic solutions to ensure the Project creates opportunities, builds community, and strives to meet the goals outlined in this plan.

This Contracting Plan does not apply to contracts in effect as of the Effective Date, to contracts with a dollar of amount of less than $200,000, or to scopes of work requiring highly specialized contractors thereby making compliance unreasonable or impractical (e.g., elevators). The dollar amounts of the foregoing contracts will be removed from the total contract price when determining progress toward or achievement of the goals set forth in this Contracting Plan.

B. BIPOC Return on Investment (B-ROI)

In addition to working to achieve the participation goals set forth above, LPC West believe it is also important to help grow the long-term capacity of BMWESB businesses. Achieving an aspirational percentage goal does little for the community if the firms working on the projects do not have sustained growth after completion of the project. We hope that with NAMCO and Workforce Southwest Washington support, LPC West's general contractor will successfully engage the BMWESB community and provide meaningful opportunities on this project and on future projects.

Many project sponsors and owners are unaware that BIPOC Prime Contractors (BPC) directly support the growth of BIPOC Subcontractors (BSC) and businesses. This growth enhances the

subcontractor community for all prime contractors and leads to a sustainable and more price-conscious subcontractor community in the long term.

II. Outreach

A. General Outreach

LPC West's general contractor will continuously update its comprehensive list of BMWESB firms by utilizing the following means of contact:

- General contractor's bid list
- Office of Minority & Women's Business Enterprises (OMWBE)
- Procurement Technical Assistance Centers (PTAC)
- Southwest Washington Contractors Association (SWCA)
- Greater Vancouver Chamber of Commerce - member
- National Association of Minority Contractors (NAMCO)
- Oregon Association of Minority Entrepreneurs (OAME)
- Workforce Southwest Washington (WSW)
    - Affiliate apprenticeship programs include:
        - Evening Trades Apprenticeship Preparation (ETAP)
        - Constructing Hope Pre-Apprenticeship Program (ICCDC)
        - Oregon Tradeswomen, Inc.
        - Portland Youth Builders
        - Urban League of Portland
        - Worksystems, Inc.
        - POIC Pre-Apprenticeship

In addition, LPC West's general contractor will:

- Host a minimum of two significant outreach events focusing on this Contracting Plan.
    - Meetings will cover project scope, bid and project schedule, workforce training requirements, and preliminary technical assistance.
    - All meetings will include key members of the project team.
    - Project staff will follow up with all meeting attendees to continue to foster meaningful relationships.
- Advertise subcontracting work and potential BMWESB business opportunities in local minority newspapers in SW Washington and Portland, including, but not limited to: The Columbian, The Skanner, El Hispanic News, Asian Reporter, and Portland Observer.
- Foster majority and BIPOC business introductions before bidding to promote positive sub-contracting partnerships. This will be accomplished at pre-bid meetings and through the efforts of NAMCO, SWCA, and LPC West's general contractor's preconstruction team.
- Contact BMWESB businesses that perform the appropriate type of work through personal meetings, phone, email, and text, informing them of the pre-bid meetings and all bidding opportunities.
- Provide a calendar of bidding events and outreach opportunities. The project will also be highlighted at NAMCO's monthly membership meetings in an attempt to increase interest and share contracting opportunities.

B. Focused Outreach and Technical Assistance

- LPC West's contractor and NAMCO will identify BMWESB businesses that need help and attempt to develop a payment system that supports such businesses' cash flow, if and to the extent feasible.
- **"No question is a bad question"** bidding climate.
  - Plans will be available in the offices of LPC West's general contractor, SWCA and NAMCO and on the corresponding websites to promote a "safe" bidding atmosphere.
- BMWESB and SWS MEP opportunities capacity and portfolio building. Before the bid period, LPC West's general contractor, with the support of NAMCO, will identify qualified MEP businesses that are interested in pursuing the Project. LPC West's general contractor will conduct informational meetings where firms will be presented with essential information about the project. If smaller firms are interested in partnering with larger firms, LPC West's general contractor will make business introductions and recommend a scope package to help to facilitate partnering structures.
- LPC West's general contractor will use "Right Size" Bid Packages to eliminate barriers to entry and attract bidders. Larger packages will be broken apart to entice smaller companies to bid on the smaller work packages that are more achievable.

C. Youth Participation Opportunities

To help heighten awareness of the opportunities in the construction trades, LPC West's general contractor will:

- Create construction site visit opportunities for students, including, among other topics, lessons on building, math, and career coaching. During site visits, we will investigate options for students to be involved in all aspects of the construction process.
- Create awareness of construction as a viable career in the BIPOC community. Facilitate project tours with BIPOC youth involved in the following four organizations: The Blueprint Foundation, Elevate Oregon, SEI, Black male achievement group, and Building Blocks to Success.
- Require subcontractors awarded over $1 million in contracts to register for the Northwest Youth Careers Expo, which is another opportunity to expose students to the broad and diverse construction world.

III. Bidding Strategies

LPC West's general contractor will utilize the following procurement methods for subcontractor bidding and award:

A. Modified Bidding – Low bid with weight given to BIPOC and MWESB firms
B. Bidding – Targeted Firms Only
C. Price/Qualifications (RFP)
D. Low Quote (Less than $100,000, at which level attempting to achieve Contracting Plan goals is optional)

A. Modified Bidding – Low Bid with Weight Given to BIPOC and MWESB Firms:

A large portion of the subcontracted work will be procured through a modified, low bid process. A traditional low-bid process would exclude from the evaluation factors other than the submitted price. The LPC West general contractor-modified bid evaluation process for the publicly bid scopes will be evaluated based on a scoring system that considers BMWESB certification. This method gives the most weight to the low bid and also considers BMWESB certification in a competitive environment.

The scoring criteria for public bid scopes are as follows:

	Maximum Points
Bid Price	90 Points
Certified BMWESB	10 Points

The lowest responsive* bidder will be awarded 90 points. The remaining bidders will receive points based on the percentage amount that they are higher than the low bidder.

Example: If the low bid is $200k and the high bid is $225k, the high bid is 12.5% higher (225-200)/200. In this case, the high bid would receive a 12.5% deduction from the 90 possible points resulting in 78.75 points (90 x (1-.125)). If the 225k subcontractor also has BMWESB certification, 10 extra points would be added to the 78.75 score for a total score of 88.75. In this example, with the adjusted score, the $200k bidder would still win the bid with 90 points versus the BMWESB $225k bid with 88.75 points.

BMWESB Certification: As noted above, all certified BMWESB bidders receive 10 points for their bid submission. Suppose a non-certified firm submits a bid that includes materials procured through BMWESB certified suppliers, or there are second tier BMWESB certified subcontractors included. These values will be listed on the bid form, and a pro-rated amount of the 10 points available will be awarded. For example, if a lower tier BMWESB firm represents 50% of the value of the total subcontract, the bid will receive an additional 5 points.

LPC West and its general contractor will evaluate bids based on the following:

- Bid Proposal:
  - Completeness of scope
  - Price
  - Equity participation
  - Ability to meet apprenticeship goals
  - Ability to meet Project contract requirements
  - Ability to meet Project schedule
- Prequalification Status:
  - Similar project experience
  - Safety record
  - Current workload (capacity)
  - Ability to meet LPC West's general contractor's insurance requirements

If the winning bid, as calculated by the process described above, is outside the construction budget, the range of industry standards, or both, LPC West reserves the right to award to the next responsible bidder or re-bid based upon the bidding protocol described above.

B. Public Bidding – Targeted Firms Only

To achieve BMWESB subcontractor participation goals, a portion of the subcontracted work for select trades will be procured through a competitive bid process that includes only certified BMWESB firms. This approach allows the project team to significantly increase the chances of subcontracting with a BMWESB certified firm while fostering a competitive bid environment. Scopes can be tailored to match the capabilities of BMWESB firms.

Selection of the portion of the work or the trades eligible for this type of bidding will be based on the following criteria, which has been developed to ensure a competitive process that provides LPCW with the best value:

- That there are no less than three (3), but ideally five (5) certified firms in the specified trade.
- That no fewer than three (3) certified firms in the specified trade have the skill and experience to perform the scope of work.
- That a member of the general contractor team has received a verbal commitment to bid from no fewer than three (3) firms in the specified trade.

If all submitted BMWESB bids are outside the range of the construction budget, industry standards, or both, LPC West reserves the right to re-bid based on the public bidding protocol.

The Summary of Bid Packages below identifies the scope of work that will be procured through this BMWESB competitive bid process.

C. Price / Qualifications (RFP)

As it is critical to schedule and design to secure specific trades early, we recommend selecting and awarding Mechanical, Electrical, Plumbing, and Fire Protection trades/scopes using a Request for Proposal (RFP) process that evaluates both price and qualifications of the subcontractors in a competitive environment. Before the bid period, LPC West's general contractor, with support from NAMCO and other supporting organizations, will identify qualified MEPF BMWESB and Non-Certified businesses that are open to mutually beneficial partnering opportunities. We will make business introductions and help to facilitate partnering structures.

D. Low Quote (Less than $100,000)

It is intended that the low quote method of procurement for scopes under $100,000 will be used, which amounts are excluded from and need not be counted toward the Contracting Plan goals, including but not limited to the following:

- Modeling/Revit Services
- Hazardous Materials Monitoring
- Dumpsters/Trash Removals
- Surveying

IV. Bid Award Process

Once all points are calculated, the subcontractor with the most points will be tentatively awarded the project.

- If the tentative award goes to a subcontractor with no points for their BMWESB contracting plan, the construction project team will meet with the tentative subcontractor to help support the contractor in meeting at least one of the goals of this Contracting Plan.
- LPC West's general contractor will meet with the tentative subcontractor and further review bids for completeness. Project schedule, staffing, and goals will be further discussed.
- Once all of the general contractor's subcontractor bid protocol has been met, the results of the bid process will be made public. LPC West's general contractor will hold a debriefing session with any subcontractors that request a meeting.

Schedule 6.2.4
Design Guidelines

WATERFRONT GATEWAY DESIGN GUIDELINES

Building Design

- Façade articulation should reinforce human scale by conveying occupancy types utilizing strategies as balconies, bay windows and operable windows for residential and hospitality uses, solar screening and rhythmic windows patterns and spacing for office, clear glass and signature entries for retail.
- All building elevations should be addressed in the architectural design with the same degree of detail, proportion, and materials. However, each building should have distinctive architectural characteristics to create interest.
- Residential unit ground floor entrances shall include elements that provide transitional space between public and private realm such as landscape spaces, low walls, stoops, porches or recessed entry.
- The following are prohibited exterior building materials: plastic laminates, glossy or large expanses of acrylic or plexiglass, pegboard, mirror, highly polished or plated metals (except as trim), mirrored glass, vinyl, fabric or paper wall coverings, plywood or particle board, sheet or modular vinyl, shingles, shakes, and rustic siding are prohibited.
- Building materials shall not present a hazard to birds or other wildlife.
- Screen structured parking and integrate into overall building design. Screening provides an opportunity to enhance building design through the use of art, green walls, and innovative materials.
- Roof top mechanical equipment shall be designed into the building form whenever possible and screened with complementary building materials from the building when not possible to integrate into the building design.
- Locate loading docks and service areas, including trash collection facilities and utility transformers, internal to the building, including the truck parking.

Landscaping

- Incorporate low-impact development strategies such as vegetated roofs, permeable pavement, and bio-retention cells (raingardens), where feasible.
- Use the preferred native and adaptive plant species list (attached) for all at-grade planting areas.

Sustainable Site and Development Design

- All new buildings are to be constructed to a minimum LEED Gold Certification or similar equivalent or better
- Incorporate low-impact development strategies such as vegetated roofs, permeable pavement, and raingardens, where feasible.
- Incorporate low-impact development practices in the site and landscape where feasible.
- Integrate ecological landscape elements in site designs.

Lighting

- All building mounted or façade lighting (in-grade, façade mounted, and entry lighting) should be carefully selected for scale, finish, appropriate light output, and consideration of light pollution reduction and to not create hazards for birds or other wildlife.

- In grade and up lighting shall be minimized.
- Outdoor decorative lighting in the public plazas, such as string lighting and other forms of specialty overhead lighting ("Outdoor Specialty Lighting") is encouraged to provide points of interest and an attraction for the public. A plan for the Outdoor Specialty Lighting shall be submitted to the City for review and approval.

Bicycle Parking

- Bicycle parking shall be provided for long-term (residents, hotel visitors and employees) and short-term (customers and visitors) within each block and building.
- Long-term bicycle parking shall be provided (per City Code Bicycle Parking Standards and Guidelines) within the building at the following rates:

Long Term Bicycle Parking Requirements

Land Use	Parking Requirement
Residential	1 Space/ 4 Dwelling Units
All Other Uses	1 Space/3,000 SF of Floor Area

- Long-term bicycle parking shall be provided in an accessible and safe location that is convenient to building occupants. Signing shall be provided where the location is not clearly evident from public ways providing access to the building.
- Short-term bicycle parking may be provided within or outside the building at the following rates:

Short Term Bicycle Parking Requirements

Land Use	Parking Requirement
Residential	1 Space/ 20 Dwelling Units
All Other Uses	1 Space/3,000 SF of Floor Area

- Short-term bicycle parking shall be positioned in visible areas with appropriate lighting, where not subject to vehicle traffic and within 50 feet of the building entrance. At least 50% of the spaces shall include rain protection. Bicycle parking shall be provided consistent with the *City of Vancouver Bicycle Parking Standards and Guidelines.*

Signs

- All signs shall comply with the provisions of City Code Section 20.960 Signs for number, location and size restrictions. Free standing, sidewalk signs and monument signs intended to advertise uses within the development are prohibited. Kiosk, wayfinding and interpretive signage intended to promote a comprehensive project Wayfinding Program shall be allowed.
- Individual buildings that accommodate multiple businesses and require signage for each business shall define the size, number, and locations of signs. The design of signs shall be reviewed and approved by the City and building design review process to ensure the signage is integrated into the architecture and overall development.
- Signs shall be constructed of high quality, durable materials.
- Signage shall be appropriate for its intended use such as residential, office and retail.
- Window signage is limited to business name, logo and hours of operation in white vinyl, sized no more than 1 square foot for every 5 feet of linear storefront.

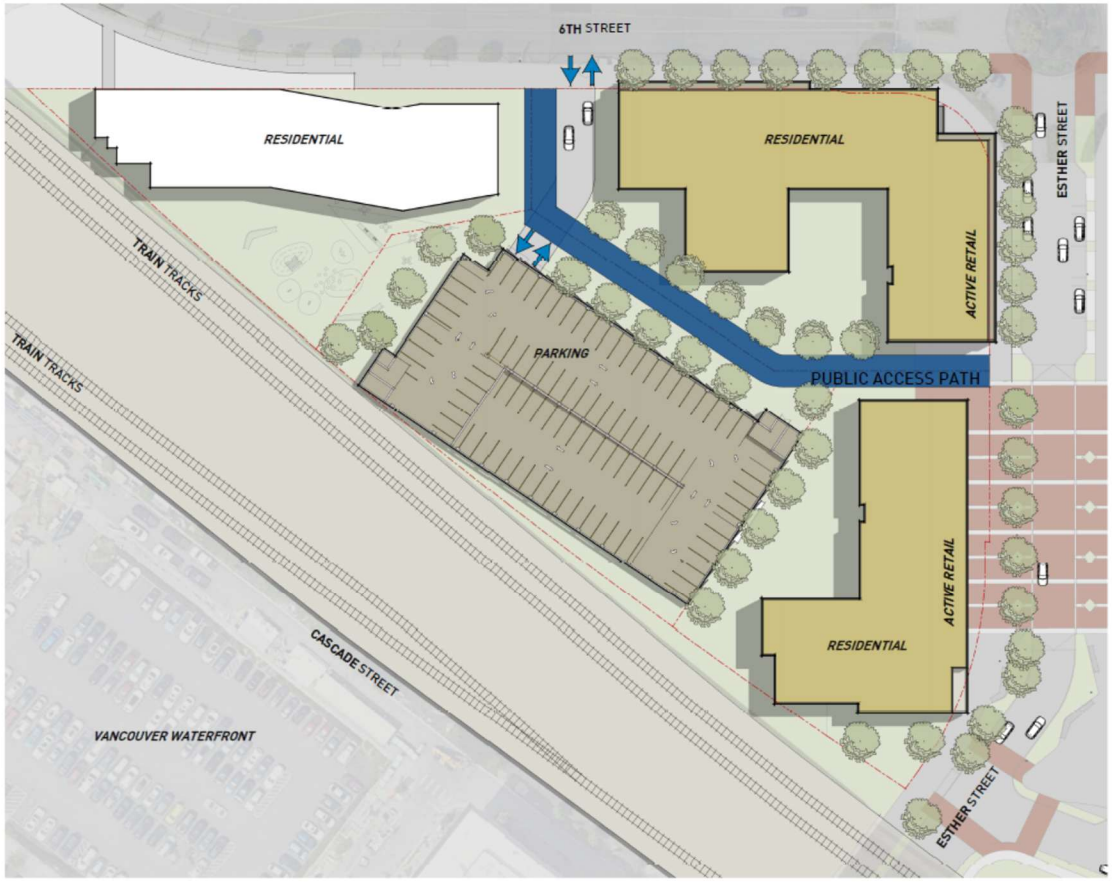
- Exposed raceways are not permitted.
- All signs shall be unlit, halo lit or indirectly lit.
- Dedicated signage for the parking structure shall be installed and located where visible from the public right of way.

Plazas and Open Space

- A variety of materials are envisioned in the parks and open space system. Where possible, local and regional materials should be used for paving, walls and landscape features.
- Site furnishings, coordinated with paving materials and lighting, help define the character of public places and can play a key role in creating a unified character in urban areas characterized by a variety of architectural styles. Site furnishings include benches, trash receptacles, recycling receptacles, bollards, bike racks, landscape structures, and drinking fountains.
- All site furnishings should be durable, well made and easily maintained.
- Stand-alone furnishings should be limited in favor of integrating seating, receptacles and planters into landscape walls where grade changes occur alongside pathways and park edges. These are intended to provide places for social interaction, viewing of the river, eating, and spectator seating for small performances. Where they are required, locate modular furnishings such as free-standing benches, planters, kiosks, patio seating and receptacles to the edges of the plaza and/or parallel to the flow of pedestrian and bicycle movements, to allow continuous access and maximize flexible use of the plaza.
- Avoid large exposed faces without texture or articulation that are easily tagged or vandalized. Avoid continuous edges that exceed 36” on surfaces that can be accessed by skateboards. Where possible, skateboard deterrents should be integrated into the design of furnishing components to avoid add-on applications at a later date.

Schedule 6.2.6

Open Space



VANCOUVER GATEWAY
11-20-2025

BLOCK X - PUBLIC ACCESS PATH
1.2

Schedule 6.2.7

Small Business Marketing and Outreach Plan

Vision

The vision of ground floor retail is as a vibrant marketplace for local, small retailers, to promote the City of Vancouver's culture and diversity, creating a community of like-minded people. LPC West and the City of Vancouver will work collaboratively to ensure this vision is met by using commercially reasonable effort to adhere to this Small Business Marketing and Outreach Plan. This Plan shall survive the term of the Amended and Restated Disposition and Development Agreement between LPC West and the City of Vancouver dated January __, 2026.

Context & Premises

Retail is approximately 9,000 square feet(plus or minus 20%) located in Buildings 2 and 4, more specifically outlined on Exhibit A, attached.

In order to reserve space for small and local businesses, Formula Retail will be prohibited from leasing more than 40% of available space. For the purposes of this Plan, Formula Retail shall be defined as a business with more than 11 locations within the United States. Regional Formula Retailers headquartered or founded in the Portland MSA are not prohibited from leasing space in Makers Alley. For the purposes of this Plan, Regional Formula Retailers are defined as businesses with less than 10 locations in the Portland Metro Area.

Design

With the intent of attracting smaller local tenants, will be designed with the following elements:

- Shared restrooms and access corridors and back-of-house facilities will be provided to lower start up and maintenance costs for tenants and maximize point-of-sale efficiencies.
- Open floor plan will provide a minimal need for typical retail tenant improvements which will help lower startup costs and allow for a variety of tenant sizes.
- A minimum of five (5) tenant spaces will be maintained to ensure that small spaces remain available.

Marketing and Outreach

LPC West, its successor or assignee, will do the following to give non-Formula Retail an opportunity to lease the retail spaces:

- LPC West will work directly with the City of Vancouver to generate a local/small business email distribution list, that will be utilized to ensure that local small businesses are informed of the space availability during lease up.

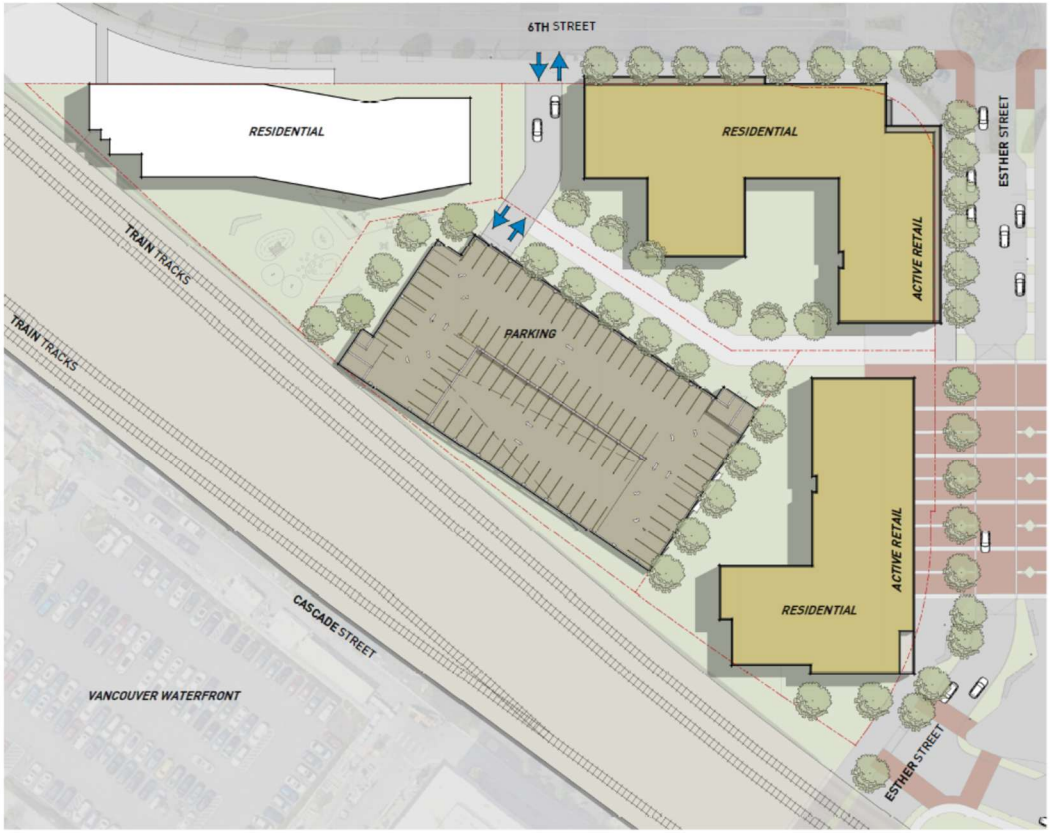
Prior to completion of construction of the building LPC West along with the support of community organizations will heavily promote the retail to the local, small business community, such as host hard hat tours and/or promotional events.

- LPC West will create a flyer highlighting the vacancies, as vacancies come up, and share first with the local/small business email distribution list that was created by the City and LPC West.
- LPC West and the City will work collaboratively on the programming of the plazas adjacent to Makers Alley to help drive sales.
- For the first forty-five (45) days a space becomes available/vacant, LPC West will use commercially reasonable efforts to lease only to local/small businesses and only send to the local/small business email distribution list that will be jointly created between the City and LPC West.
    - If a local/small business engages and begins trading either a letter of intent or request for proposal, LPC West will not market that space to a non-local/small business until that deal is no longer actively being negotiated from either side. That timeline would be fourteen (14) days with no new paperwork being traded back and forth.
    - If no local/small business is interested in the space then, in the interest of avoiding vacant retail spaces, LPC West will be able to extend its marketing efforts to non-local small businesses.
- For the avoidance of doubt, the selection of tenants is at LPC West's sole discretion.
- The marketing and outreach requirement will survive as long as LPC West maintains a controlling interest in Building 2 or 4. LPC West will use commercially reasonable efforts to transfer this Plan to a new owner and coordinate between any new owner and the City to enable a smooth transition.

Lease Terms

- All terms shall be market terms, including, but not limited to Rate, Term, Tenant Improvement Allowance, Free Base Rent.

EXHIBIT A to Schedule 6.2.7
SITE PLAN



VANCOUVER GATEWAY
11-20-2025

BLOCK X - SITE PLAN
1.1

Schedule 6.2.9
Tree Plan

Schedule 7.1.4
Environmental Reports

1. Memorandum re. Summary of Site Conditions and Earthwork Considerations; Waterfront Gateway – Blocks X and Y; West 6th Street and Esther Street; Vancouver, Washington, prepared by NV5, dated December 6, 2022.

2. Environmental Subsurface Investigation Report; Waterfront Gateway – Blocks X and Y; West 6th Street and Esther Street; Vancouver, Washington, prepared by NV5, dated February 1, 2023.

3. Phase I Environmental Site Assessment; Waterfront Gateway – Blocks X and Y; 6th Street and Esther Street; Vancouver, Washington, prepared by NV5, dated June 22, 2022.

4. Phase I Environmental Site Assessment; 404 West 4th Street and 411 West 5th Street; Vancouver, Washington, prepared by Stantec Consulting Services (Stantec), dated May 4, 2016.

5. Phase I Environmental Site Assessment; 503 and 615 West 6th Street and 400 Esther Street; Vancouver, Washington, prepared by Stantec dated May 5, 2016.

6. Phase II Environmental Site Assessment Report; West of City Hall (503 and 615 West 6th Street and 400 Esther Street); Vancouver, Washington, prepared by Stantec, dated August 2, 2017.

7. Supplemental Phase II Environmental Site Assessment Report; City-owned Tax Lots West and South of City Hall; Tax Lots 49305000, 49300000, 49250000, 49230000, 49240000, 49290000, 49315000, 49305000, 49300000, 48900000, 48890000, 48860000 and 48852000; Vancouver, Washington, prepared by Stantec, dated December 23, 2020.

GROUND LEASE

This **GROUND LEASE** ("**Lease**") is made by and between the **CITY OF VANCOUVER**, a Washington municipal corporation, hereinafter referred to as "**Lessor**", and _____ **LLC**, a [Delaware] limited liability company, hereinafter referred to as "**Lessee**". Capitalized terms have the meanings set forth in the Glossary of Terms attached hereto as Exhibit "C" or as defined elsewhere in this Lease.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the terms, covenants and conditions set forth in this Lease, Lessor and Lessee mutually agree as follows:

1. BASIC LEASE PROVISIONS: This Section 1 sets forth the basic lease provisions of this Lease, except as they may be modified in the body of the Lease.

1.1.	EXECUTION DATE; EFFECTIVE DATE:	_____, 202__ ("**Execution Date**") _____, 202__ ("**Effective Date**").
1.2.	PREMISES DESCRIPTION:	The area depicted on Exhibit "A", a legal description of which is set forth on Exhibit "B" attached, consisting of a site area of approximately _____ square feet, more or less, commonly known as Parcel ___ (the "**Premises**"). As used herein, the "**Project**" shall mean the Premises as improved by the Improvements to be constructed upon Premises by Lessee in accordance with the terms of this Lease and that certain Land Disposition and Development Agreement (Waterfront Gateway Development), by and between Lessor and LPC West LP, a Delaware limited partnership, dated October 9, 2023 (the "**DDA**"). Lessee shall obtain a Certificate of Occupancy (as defined in Exhibit "C") with respect to the Initial Improvements (as defined in Exhibit "C") no later than the three (3) years after the Commencement of Construction (the "**Project Deadline**"), which Project Deadline shall be extended one (1) day for each day of Force Majeure Delay or Lessor Delay. For purposes of this Section 1.2, Force Majeure Delay shall include delays by Lessor or other governmental entities in issuing Permits necessary to construct the Initial Improvements ("**Permit Delays**"); provided, that, Lessee timely applies for such Permits and thereafter diligently pursues obtaining such Permits.
1.3.	TERM:	Initial Term: Fifty (50) years beginning on the [Effective Date] (the "**Term Commencement Date**") and ending on the last day of the calendar month in which the fiftieth (50^{th}) anniversary of the Term Commencement Date occurs (the "**Initial Term**"). Option Terms: The Lessee is granted the option to extend this Lease for two (2) consecutive fifteen-year (15) terms. The Option Term(s) must be exercised in accordance with the provisions of Section 4.2 of this Lease.

1.4. RENT:

"**Rent**" shall mean Base Monthly Rent payable under this Lease, along with all Leasehold Excise Tax applicable thereto.

Base Monthly Rent: The "**Base Monthly Rent**" is as follows: [**Note:** After creation of the Legal Lots, rent will be determined for each Parcel in accordance with Section 4.1.3 of the DDA and inserted into each GL.]

Years of Initial Term	Base Annual Rent	Base Monthly Rent
1	$	$
2	$	$
3	$	$
4	$	$
5	$	$
6	$	$
7	$	$
8	$	$
9	$	$
10	$	$
11	$	$
12	$	$
13	$	$
14	$	$
15	$	$
16	$	$
17	$	$
18	$	$
19	$	$
20	$	$

Commencing on the Term Commencement Date, Base Monthly Rent shall be abated for a period of two (2) years and discounted for a period of four (4) additional years beginning on the Term Commencement Date in accordance with following schedule:

Year	Rent Discount
1	100%
2	100%
3	50%
4	50%
5	25%
6	25%

Commencing on the first anniversary of the Term Commencement Date and continuing annually thereafter, including during the Rent Abatement Period, Base Monthly Rent shall be adjusted based on the change in the Consumer Price Index (Seattle-Tacoma-Bellevue, WA) from the prior twelve (12) months, with a floor of two and one-half percent (2.5%) and a cap of five and one-half percent (5.5%).

Commencing on the initial twentieth (20th) anniversary of the Term Commencement Date and on each subsequent twentieth

		(20th) anniversary of the Term Commencement Date thereafter during the Initial Term and any Option Term (each, an "**Adjustment Date**"), the then current Base Monthly Rent shall be adjusted to the lesser of (i) Fair Market Rent as set forth in this Section 5.6; and (ii) an amount equal to ten percent (10%) more than Base Monthly Rent in effect immediately prior to the Adjustment Date.
1.5.	CURRENT LEASEHOLD EXCISE TAX RATE:	[Twelve and 84/100 percent (12.84%)] [**SUBJECT TO ADJUSTMENT BASED ON RATE IN EFFECT ON THE EXECUTION DATE**].
1.6.	ADDITIONAL CHARGES:	None.
1.7.	SECURITY AMOUNT:	None.
1.8.	GUARANTY:	None.
1.9.	PERMITTED USE:	Construction and operation of **[Note: to be completed based on use for specific GL Parcel:** residential units and associated retail and/or parking facilities.**]**
1.10.	PROPERTY INSURANCE:	**Lessee Provided Insurance**: Builder's Risk Insurance: During the Construction Period, Lessee or its general contractor shall purchase Builder's Risk Insurance, affording "all-risk" coverage on the Project for the Full Replacement Cost. Such Builder's Risk Insurance shall also (i) provide Flood coverage if the Premises is located within the 100-year flood plain, (ii) provide Contractor's Pollution Liability or Pollution Legal Liability coverage with limits of One Million and 00/100 Dollars ($1,000,000.00) per claim and Two Million and 00/100 Dollars ($2,000,000.00) aggregate, and (iii) name Lessor as an additional insured. Property/Casualty Insurance: Following the Construction Period, Lessee shall obtain Property/Casualty Insurance at Full Replacement Cost and the following coverages: 1) Business Interruption Insurance – Coverage to include payment of Rent to Lessor for a period of at least six (6) months. 2) Flood Insurance - If the Premises is located within the 100-year flood plain during the Term. **Lessor provided insurance:** Lessor shall carry the insurance required to be maintained by Lessor pursuant to Section 16.6.

1.11. LIABILITY INSURANCE: Lessee shall obtain Commercial General Liability Insurance including owned and non-owned automobile liability in coverage amounts of One Million and 00/100 Dollars ($1,000,000.00) per occurrence/Two Million and 00/100 Dollars ($2,000,000.00) aggregate ("**Minimum Coverage Amount**"); and further subject to adjustment in accordance with the provisions of Section 16.

1.12. WORKERS COMPENSATION: Lessee shall obtain worker's compensation in accordance with applicable laws and Employers Liability insurance with limits of not less than One Million and 00/100 Dollars ($1,000,000.00).

1.13. ADDRESSES FOR NOTICE PURPOSES: Notices to Lessor shall be sent to:

City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995
Attn: Patrick Quinton
Email: patrick.quinton@cityofvancouver.us

With a copy to:
City of Vancouver
PO Box 1995Vancouver, WA 98668-1995
Attn: City Attorney's Office
Email: attorneyemails@cityofvancouver.us

With a copy to:
Pacifica Law Group LLP
1191 Second Avenue, Suite 2000
Seattle, WA 98101
Attn: Gerry Johnson
Email: gerry.johnson@pacificalawgroup.com

Notices to Lessee shall be sent to:

_____ LLC
c/o LPC West LP.
1201 Third Avenue, Floor 22
Seattle, WA 98101
Attn: Patrick Gilligan
Email: pgilligan@lpc.com

With a copy to:
Lincoln Property Company
8111 Douglas Avenue, Suite 600
Dallas, Texas 75225
Attn: Gregory S. Courtwright
Email: gcourtwright@lpc.com

With a copy to:
Radler White Parks & Alexander LLP
111 SW Columbia Street, Suite 700
Attn: Dina Alexander
Email: dalexander@radlerwhite.com

1.14. BROKERS: Lessor's Broker: Not Applicable.

Lessee's Broker: Not Applicable.

Lessor shall lease the Premises (as defined below in Section 2) to Lessee, and Lessee shall lease the Premises from Lessor, in accordance with the provisions of this Lease. All exhibits attached hereto are made a part of this Lease and incorporated herein.

2. LEASED PREMISES. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, subject to and with the benefit of the terms and conditions of this Lease, including the attached exhibits, the real property located in the City of Vancouver, Clark County, Washington, which Premises are described in Section 1.2 and as represented by the area outlined on the attached Exhibit "A" and legally described and depicted in Exhibit "B" (the "**Premises**"). Lessor shall provide the Premises with access to all adjoining streets and with all utilities and services required by Lessor and Subtenants in connection with the Permitted Use. Except as otherwise set forth in this Lease or the DDA, Lessee hereby accepts said Premises as of the Term Commencement Date in "As-Is" condition, as more particularly set forth in Section 9.2 hereof.

3. [RESERVED]

4. LEASE TERM

4.1. *Term*. In accordance with the terms and conditions of this Lease, Lessee shall have and hold the Premises for the Initial Term set forth in Section 1.3, unless this Lease shall be sooner terminated as provided in this Lease. For purposes of this Lease, the word "**Term**" shall have the meaning defined in Exhibit "C". When the Term Commencement Date and the expiration date of the Initial Term have been ascertained, upon the written request of either party, Lessor and Lessee shall execute a confirmation of such dates.

4.2. *Extension Options*. Provided Lessee is not in Default, Lessee shall have the right (each an "**Option**") to extend the Initial Term of the Lease for two (2) consecutive periods of fifteen (15) additional years each (each, an "**Option Term**"). Lessee may exercise each Option by providing Lessor with written notice of such exercise no later than nine (9) months prior to the expiration of the then-existing Term in effect, provided, at the time Lessee exercises such Option, Lessee is not in Default of this Lease. Following Lessee's timely and valid exercise of an Option, Lessee shall prepare and Lessor shall execute and deliver to Lessee an amendment to this Lease confirming the Term as extended by the Option Term. There shall be no further options to extend or renew the Term beyond the two Option Terms. If Lessee elects not to exercise the first Option or the second Option as provided herein, the option privilege shall be extinguished and the Term shall end upon the expiration of the Initial Term or the first Option Term, as the case may be.

4.3. *Terms of Extension Options*. If the Initial Term is extended as aforesaid, all of the same terms, provisions and conditions set forth in this Lease shall apply, provided, that, the Rent payable during each Option Term shall be established as set forth in Section 5.6.

5. RENT; ADDITIONAL RENT:

5.1. *Payment of Rent*. Commencing on the Term Commencement Date, Lessee agrees to pay to Lessor as rent during the Initial Term the Base Monthly Rent set forth in Section 1.4, subject to adjustment as set forth in Section 1.4, in addition to all applicable Leasehold Excise Taxes (the Base Monthly Rent and applicable Leasehold Excise Taxes are collectively referred to herein as the "**Rent**"). Rent shall be due to Lessor on an annual basis on or before January 10th of each year during the Term, provided that prorated Rent for the first partial year of the Term shall be due within three (3) Business Days of the Term Commencement Date. The current Leasehold Excise Tax Rate is set forth in Section 1.5. Lessor shall remit all Leasehold Excise Taxes paid by Lessee to the Washington Department of Revenue (or any succeeding entity responsible for the collection of the Leasehold Excise Tax) prior to the date that such Leasehold Excise Taxes are due.

5.2. *Rent Abatement Period*. During the first two (2) years of the Initial Term, Lessee shall pay a reduced Base Monthly Rent as provided in the schedule set forth in Section 1.4 hereof (such period of reduced rent payment, the "**Rent Abatement Period**"). In the event a Lessor Delay (as defined in Exhibit "C") occurs during the Rent Abatement Period, the Rent Abatement Period shall be extended one Day for each Day of Lessor Delay.

5.3. *Payment of Additional Charges*. All Additional Charges, including those described in Section 5.11, shall be paid within thirty (30) Days from the date of billing. All payments shall be payable at Lessor's office in Vancouver, Washington without counterclaim, setoff, deduction, or defense, except as specifically set forth in this Lease.

5.4. *Late Charges*. If any payment of Rent or Additional Charges due to Lessor is not received within five (5) Days of the date when due, Lessee shall pay to Lessor a late charge in the amount of five percent (5%) of the payment then due and in arrears and, if such amount is not paid within thirty (30) Days following the date when due, such amount shall also accrue interest on said payment in the amount of twelve percent (12%) per year (the "**Interest Rate**"). Interest shall be calculated on outstanding payments from the date first due until received by Lessor. Notwithstanding the foregoing, Lessor shall waive such late fee and interest the first time in a calendar year that Lessee is late in its payment of Rent or Additional Charges, so long as Lessee pays such past due Rent or Additional Charges within ten (10) Days following written notice that such payment is past due. Lessee shall be responsible for any attorney fees or related charges incurred by Lessor for collection of Rent or Additional Charges. A charge of Seventy-Five and 00/100 Dollars ($75.00) shall be levied for any check received which is returned for insufficient funds

5.5. *Proration*. Any Rent payment for any fractional year during the Term hereof shall be prorated based on the number of Days elapsed in such year.

5.6. *CPI Increases in Base Monthly Rent*. Commencing on the first anniversary of the Term Commencement Date and continuing annually thereafter, including during the Rent Abatement Period, Base Monthly Rent shall be adjusted based on the change in the Consumer Price Index (Seattle-Tacoma-Bellevue, WA) from the immediately preceding twelve (12) months, with a floor of two and one-half percent (2.5%) and a cap of five and one-half percent (5.5%).

5.7. *Base Monthly Rent Adjustment*. The Base Monthly Rent for each twenty (20) year period commencing on an Adjustment Date shall be equal to the lesser of: (a) the "Fair Market Rent" for the Premises, which shall be determined as set forth in this Section 5.7, or (b) an amount equal to ten percent (10%) more than Base Monthly Rent in effect immediately prior to the Adjustment Date.

5.7.1. "**Fair Market Rent**" shall be the then-current fair market value ("**FMV**") of the Premises (as determined pursuant to this Section) multiplied by (b) six percent (6%), but in no event shall the determination of the FMV cause the Base Monthly Rent to be an amount less than the Base Monthly Rent in effect immediately prior to the applicable Adjustment Date.

5.7.2. ***Calculation of FMV.*** The FMV of the Premises shall be determined by: (a) excluding the value of all then-existing Improvements located on the Premises (including those Improvements constructed by Lessee and Subtenants); (b) assuming that the Premises are unencumbered by this Lease or by any subleases; and (c) assuming that the use of the Premises is for a project (i) in good condition and repair, (ii) in a general condition that is commensurate with buildings in Vancouver, Washington that are similar in type and of a similar age, (iii) and with the same product type, density, net rentable square footage, location, and the same uses as the then-existing Improvements located on the Premises.

5.7.3. ***Lessor Appraisal.*** Not more than one hundred eighty (180) days and not less than one hundred fifty (150) days before each Adjustment Date, Lessor shall provide Lessee with an appraisal of the FMV of the Premises that was performed based on appraisal instructions that comply with the requirements of Sections 5.7.1 and 5.7.2, which appraisal sets forth Lessor's proposal for the FMV of the Premises. Lessor and Lessee shall thereafter negotiate in good faith to determine the FMV of the Premises by mutual agreement. If Lessor and Lessee are unable to determine the FMV of the Premises by mutual agreement within one hundred twenty (120) days before the applicable Adjustment Date will occur, by the date that is ninety (90) days before the applicable Adjustment Date, Lessee shall provide Lessor with an appraisal of the FMV of the Premises that is performed based on appraisal

instructions that comply with the requirements of Sections 5.7.1 and 5.7.2. If Lessor and Lessee are thereafter unable to determine the FMV of the Premises by mutual agreement within sixty (60) days before the Adjustment Date will occur, the FMV of the Premises will be determined as follows:

5.7.4. ***Selection of Third Appraiser***. Within ten (10) Business Days after either party delivers notice to the other party requiring a third appraiser, which notice shall be sent to each party's appraiser, the appraisers for each of the Lessor and Lessee shall appoint a third appraiser who shall (a) be competent and impartial, and (b) shall not have worked for either Lessor or Lessee during the immediately previous ten (10) year period to determine the FMV of the Premises. If the two appraisers are unable to timely agree upon the third appraiser, the third appraiser shall be selected by the presiding judge of the Clark County Superior Court.

5.7.5. ***Determination of FMV***. The FMV shall be fixed by the three (3) appraisers in accordance with the following procedures and Section 5.7.1 above. Within five (5) Business Days following appointment of the third appraiser, each party-appointed appraiser shall provide a complete copy of its appraisal to the third appraiser. If either of the party-appointed appraisers fails to submit its appraisal within such five (5) Business Day period, the other party-appointed appraiser's FMV determination shall be deemed to be the FMV. If both party-appointed appraisers submit their proposed FMV determinations, the role of the neutral appraiser shall be to select whichever of the two proposed determinations of FMV most closely approximates the neutral appraiser's own determination of FMV. The neutral appraiser shall have no right to propose a middle ground or any modification of either of the two proposed determinations of FMV. The determination of FMV that the neutral appraiser chooses as that most closely approximating the neutral appraiser's determination of the FMV shall constitute the decision of the appraisers and shall be final and binding upon the parties. The appraisers shall have no power to modify the provisions of this Lease.

5.7.6. ***Timing***. The neutral appraiser's decision shall be made not later than thirty (30) Days after the submission by the appraisers of their appraisals. The parties have included these time limits in order to expedite the proceeding, but they are not jurisdictional, and the neutral appraiser may for good cause allow reasonable extensions or delays, which shall not affect the validity of the decision. Absent fraud, collusion or willful misconduct by the neutral appraiser, the neutral appraiser's decision shall be final, and judgment may be entered in any court having jurisdiction thereof.

5.7.7. ***Appraisers***. All appraisers must be MAI certified real estate appraiser and have at least ten (10) years full-time experience and experience with ground leases and familiarity with the FMV for parcels of land in downtown cores similar to the Premises in Vancouver, Washington.

5.7.8. ***Fees***. Each party shall pay the fees and expenses of its respective appraiser and both parties shall share the fees and expenses of the neutral appraiser equally.

5.8. *Taxes*.

5.8.1. In addition to the Leasehold Excise Tax, Lessee shall pay as additional Rent all real and personal property taxes, assessments (including assessments for public improvements), rates, charges, license and permit fees, municipal liens, levies, excises or imposts, sales, use and occupancy taxes, business and occupation taxes, leasehold excise taxes on subleases or otherwise, gross receipts and similar taxes (i.e. taxes based upon gross income that fail to take into account deductions with respect to depreciation, interest, taxes or ordinary and necessary business expenses relating to the Premises), any tax or charge assessed against the fair market value of the Premises, and any taxes levied or assessed in addition to or in lieu of, in whole or in part, such taxes, assessments or other charges of every name, nature and kind whatsoever, including without limitation all governmental charges of every name, nature or kind that may be levied, assessed, charged or imposed or may be or become a lien or charge (i) upon the Premises or any part thereof; (ii) upon the rent or income of Lessee; (iii) upon the use or occupancy of the Premises; or (iv) upon any of the Improvements that are or are hereafter placed, built or newly constructed upon the Premises. Each of the foregoing taxes, assessments and other charges which are the responsibility of Lessee are herein referred to as a ***"Tax"***, and all of the foregoing taxes, assessments and other charges which are the responsibility of Lessee are herein referred to collectively as ***"Taxes"***. If at any time during the Term, under any Applicable Laws, any new Tax is levied or assessed against Lessor directly, in substitution in whole or in part for Taxes then in effect, Lessee covenants and agrees to pay and discharge such Tax.

5.8.2. If, under any Applicable Law, any Tax is payable or may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such Tax), Lessee may pay the same together with any accrued interest on the unpaid balance of such Tax in installments as the same respectively become due but before any fine, penalty or cost may be added thereto for the nonpayment of any such installment and interest. Any Tax relating to a fiscal period of the taxing authority, a part of which period is included within the Term and a part of which is included in a period of time after the termination of the Term, or prior to the Commencement Date, shall be proportionally adjusted as between Lessor and Lessee as of the termination of the Term of this Lease, or as of the Commencement Date, as applicable, so that Lessor shall pay that proportion of such Tax which relates to that part of such fiscal period after the termination of the Term, or prior to the Commencement Date, as applicable, and Lessee shall pay the remainder thereof. With respect to any Tax for public improvements or benefits which by law is payable, or at the option of the taxpayer may be paid, in installments, Lessor shall pay the installments thereof which may be paid (without penalty, interest or other charge or cost) prior to the Commencement Date or after the end of the Term and Lessee shall pay all installments which are due or payable during the Term.

5.8.3. Nothing in this Lease shall require Lessee to pay franchise, estate, inheritance, succession, transfer or income tax of Lessor except that Lessee shall pay any such tax which is, in whole or in part, in substitution for any other Tax which Lessee is obligated to pay under Section 5.8.1.

5.8.4. Lessor shall send to Lessee, within fifteen (15) days of Lessor's receipt thereof, copies of any notices of Taxes payable by Lessee and received by Lessor from any governmental entity. Nothing contained in this Lease shall obligate Lessee to pay any fines or penalties with respect to Taxes where such fines or penalties are payable due to Lessor's failure to provide timely notice of such Taxes to Lessee or due to the negligence or willful misconduct of Lessor.

5.8.5. Lessee shall promptly notify Lessor of its intent to contest any Tax. Lessee may contest the amount or validity of any Tax by appropriate legal proceedings but no such contest shall in any way relieve, defer, modify or extend Lessee's obligation to pay any and all Taxes at the time and in the manner provided in this Section 5.8, except to the extent (if any) that the pendency of the contest proceedings operate to stay all rights, procedures and proceedings that could in any way adversely affect any right, title or interest of Lessor in or to the Premises and the Improvements thereon.

5.9. *Operating Costs*. Lessee shall pay or fund when due as Additional Rent all insurance premiums and operating expenses, permit and license fees, utilities and services, construction costs, maintenance, repair, replacement, rebuilding, restoration, management, marketing and leasing services, operations and other costs of any type whatsoever accruing at any time during the Term in connection with the ownership, marketing, leasing, operation, management, maintenance, repair, replacement, restoration, use, occupancy or enjoyment of the Premises (collectively, ***"Operating Costs"***).

5.10. *Future Assessment District*. Lessor shall the right to include the Premises in any new improvement or special assessment district proposed to be created by a governmental authority (a *"**Proposed District**"*). If the Proposed District is ultimately formed and affects the Premises, such assessments shall be included in Taxes for all purposes of this Lease, provided Lessee may pay any resulting assessments over the maximum period allowed by law, and shall be liable only for any installments that become due during the Term.

5.11. *Net Lease*. This is intended to be a net lease, meaning that Lessee shall pay all expenses of every type relating to the Premises after the Term Commencement Date, and all Rent and Additional Charges shall be received by Lessor without setoff, offset, abatement, or deduction of any kind, except as expressly set forth in the Lease. Under no circumstances or conditions, whether now existing or hereafter arising or whether beyond the present contemplation of the parties, shall Lessor be expected or required to make any payment of any kind whatsoever with respect to the Premises or be under any obligation or liability under the Lease, except as expressly set forth in the Lease.

6. ADDITIONAL CHARGES: Lessee shall timely make all payments owing by Lessee under this Lease other than Rent ("***Additional Charges***"), including, but not limited to, any charges, costs, and expenses that Lessor pays or agrees to pay under this Lease, together with all interest and other charges that may accrue thereon, if and to the extent same are Lessee's responsibility under this Lease and Lessee fails to timely pay same, and all other

damages, costs, expenses, and sums that Lessor may suffer or incur, or that may become due, by reason of any Default.

7. [RESERVED]

8. [RESERVED]

9. POSSESSION

9.1. *Delivery*. Lessor shall be deemed to have delivered the Premises to Lessee on the Term Commencement Date, and as of the Term Commencement Date, Lessee shall have all rights to possess and occupy the Premises.

9.2. *Waiver of Warranties; Condition of the Premises*. Lessee acknowledges that, except for the explicit warranties and representations in this Lease or in the DDA, Lessor has not made any representations or warranties of any kind concerning the Premises or the condition of the Premises. Except for the explicit representations and warranties in this Lease or in the DDA, Lessor specifically disclaims all warranties or representations of any kind or character, express, implied, statutory or otherwise (including warranties of merchantability and warranties of fitness for use or acceptability for the purpose intended by Lessee) with respect to the Premises or the condition of the Premises. Except as otherwise provided in this Lease (including, without limitation, Lessor's indemnification, obligations and responsibilities with respect to Hazardous Substances set forth in Section 12 hereof), Lessor leases the Premises to Lessee "AS IS" and "WHERE IS" and "WITH ALL FAULTS." Lessee acknowledges that, except as otherwise provided in this Lease or in the DDA: (i) Lessor has made no warranty, representation or guarantee, expressed, implied or statutory, written or oral, pertaining to the Premises' compliance with any laws, ordinances, rules or regulations, federal, state or local; and (ii) Lessor has made no warranty, representation or guarantee, expressed, implied or statutory, written or oral, as to any government limitation or restriction, or absence thereof, pertaining to the Premises, or as to the presence or absence of any latent defect, subsurface soil condition, environmental condition, hazardous substance, toxic waste or any other matter pertaining to the physical condition (title, mapping, construction, or otherwise) of the Premises, including, but not limited to, the condition of the soil, subsoil, groundwater or surface water, and including the structural condition of improvements in, on or to the Premises, or as to the presence, use, discharge, spill, storage, generation, migration, handling, recycling, processing, treatment, disposal, release or threat of release of any hazardous materials at the Premises or any other area allegedly or actually affected by conditions existing at any time on, under, in, or around the Premises. LESSEE ACKNOWLEDGES THAT THE DISCLAIMERS SET FORTH IN THIS SECTION ARE AN INTEGRAL PART OF THIS LEASE AND THAT LESSOR WOULD NOT HAVE AGREED TO LEASE THE PROPERTY ON THE TERMS PROVIDED IN THIS LEASE WITHOUT THE DISCLAIMERS SET FORTH IN THIS SECTION.

10. USE OF PREMISES:

10.1. Lessee shall occupy and use the Premises for the Permitted Use set forth in Section 1.9 and shall not use the Premises for any other purpose without the prior written consent of Lessor. Lessee shall not use or authorize the use of any portion of the Premises for (i) for the storage, distribution or handling of chlorinated solvents, or (ii) for the storage, distribution or handling of any other Hazardous Substances, except Hazardous Substances (A) typically used in the operation of the Permitted Use in compliance with Environmental Laws, or (B) identified in the completed Tenant Environmental Questionnaire provided to Lessor from time to time in the form attached hereto as Exhibit "D" (collectively, the "**Prohibited Uses**").

10.2. Without limiting the foregoing or any other provision of this Lease, Lessee shall not do any act, or allow any subtenant or other user of the Premises to do any act, and in no event shall the Premises be used for (a) any purpose that in any manner causes, creates, or results in a nuisance or waste, other than the construction work expressly contemplated in this Lease or the DDA, or (b) any purpose that would or could invalidate or be in conflict with the provisions of any fire or other property insurance policy covering the Premises.

10.3. Lessee shall include in its subleases language requiring subtenants to comply with all Applicable Laws.

11. GENERAL COMPLIANCE WITH ALL LAWS: Lessee agrees to comply with all federal, state and municipal laws, ordinances and regulations applicable to Lessee and the Premises, and Lessor shall have the right to review all related documents in the possession or control of or reasonably available to Lessee. Lessor agrees to comply with all federal, state, and municipal laws, ordinances and regulations applicable to Lessor, and Lessee shall have the right to review all related documents in the possession or control of or reasonably available to Lessor. If Lessor requires copies of any such documents, Lessee will be reimbursed for any associated reasonable costs. Each party's right to review the other party's documents does not imply acceptance of any responsibility for accuracy, completeness, or legal compliance. Lessee shall pay any fees for any federal, state or municipal inspections and/or certificates required for use and occupancy of the Premises. Further, Lessee shall pay all licenses, fees, and taxes covering the business conducted on the Premises, together with all taxes and assessments on the property of Lessee on the Premises.

12. PRESENCE AND USE OF HAZARDOUS SUBSTANCES:

12.1. *Use, Storage, and Disposal*. Notwithstanding any other provision of this Lease, Lessee shall not use, transport, store, treat, generate, sell or dispose of any Hazardous Substances brought to the Premises during the Term on or in any manner that affects the Premises or surrounding properties except in accordance with Environmental Laws. "Affects the Premises or surrounding properties" shall include, but not be limited to, allowing any Hazardous Substances brought to the Premises during the Term to migrate off the Premises, or the Release of any Hazardous Substances brought to the Premises during the Term into adjacent surface waters, soils, sediments, ground waters or air, except in accordance with Environmental Laws.

12.2. *Presence of Hazardous Substances*. Lessor has notified Lessee that Hazardous Substances, specifically contaminated soils may be present in in and around the Premises from operations and activities occurring prior to the date the Lessor tenders possession of the Premises to Lessee ("**Contaminated Media**") and may be encountered during ground disturbing activities, such as excavation, construction, repair and maintenance at the Premises. Investigations have been conducted of the Hazardous Substances present on the Premises, and the results of such investigations are summarized, among other documents, in the _____, 202__ [Contaminated Media Management Plan, prepared for the Lessor by Maul Foster & Alongi] **(**the **"CMMP").** The CCMP affects the Premises together with certain adjacent real property ("**Adjacent Real Property**"). The summarized investigations are referred to collectively as the "**Baseline Assessment**". Lessor has provided Lessee with a complete copy of the CMMP (included as Exhibit "E"). The parties acknowledge and agree that the Baseline Assessment establishes a presumption of the Contaminated Media condition of the Premises existing on and prior to the Effective Date. Prior to commencing its construction activities, Lessee, at Lessee's sole cost, may conduct (but shall not be required to conduct) a further environmental review (including, without limitation, a Phase II Environmental Report) by an independent reputable professional environmental consultant, which review may include boring and soil and groundwater samples, provided, that, Lessee repairs any damage to the Premises caused thereby. Lessor hereby consents to such further environmental review. As long as Lessee provides Lessor with a complete copy of the report detailing such further environmental review prior to commencing its construction activities, such further environmental review shall be included in combination with the Baseline Assessment ("**Supplemental Baseline Assessment**") as establishing the presumption of the Contaminated Media condition of the Premises existing as of the date of such report.

12.3. *Category 1, 2, 3 and 4 Soils; Incremental Costs*. The CMMP will provide that (a) Category 1 soils will be disposed of by Lessee at its cost and expense, and (b) Category 2 and 3 soils will be placed by Lessee, at its cost and expense, on a site designated by Lessor in writing on or before the Effective Date, which site shall be within a ten (10) mile radius of the Premises. Lessor and Lessee will share incremental costs associated with the removal or remediation of Category 4 soils from the Premises with Lessor paying ninety percent (90%) and Lessee paying ten percent (10%) of all such incremental costs; provided that Lessor's liability for such incremental costs associated with the Premises and the other real property that Lessee or an entity affiliated with LPC West, Inc. leases or purchases from Lessor pursuant to the DDA shall not exceed two million four hundred thousand dollars ($2,400,000.00) in the aggregate. At such time as Lessor has expended $2,400,000 in the aggregate whether for the Premises and/or other real property that Lessee or an entity affiliated with LPC West, Inc. leases or purchases from Lessor pursuant to the DDA, Lessor shall have no further obligation to share in the incremental costs associated with the removal or remediation of Category 4 soils as provided above. On or before the Effective Date, Lessor, at no cost to Lessee, shall have obtained any and all permits and other approvals necessary for the site to which Lessee will deliver the Category

2 and 3 soils to, and for Lessor to receive the Category 2 and 3 soils at, the designated site, including the receipt, offloading, stacking, storage, distribution, management and maintenance of the soils at, on and about the designated site. Lessee's compliance with the CMMP and delivery of the Category 2 and 3 soils to the designated site shall immediately and automatically result in a transfer of ownership and responsibility for such soils to Lessor, and Lessee shall have no further responsibility or liability for such soils whatsoever. If Lessor believes that Lessee has failed to comply with the CMMP for purposes of this Section 11, then within thirty (30) days of Lessee's delivery of the Category 2 and 3 soils to the designated site, Lessor shall so notify Lessee in a writing that sets forth in detail the alleged noncompliance. Failure of Lessor to timely provide such notice shall be deemed Lessor's waiver of any and all allegations that Lessee failed to comply with the CMMP with respect to the Category 2 and 3 soils delivered to the designated site.

12.4. *Reimbursement of Incremental Costs.* Lessor will reimburse Lessee for its share of incremental costs within thirty (30) days of receipt from Lessee of documentation reasonably required by Lessor of the incremental costs actually incurred in accordance with the CMMP. Lessee shall not submit for reimbursement of incremental costs more frequently than monthly.

12.5. *Definitions.* As used in this Section 12, "incremental costs" means all costs that would not otherwise be incurred but for the existence of Category 4 soils, in, on, under and about the Premises, including: (a) soil off-haul and disposal; (b) environmental testing of materials (including soil and groundwater) removed from the Premises if and as required by Environmental Law or a disposal facility; (c) environmentally required materials and equipment such as demarcation fabric; (d) dust and track-out control; (e) management of soil piles; and (f) any specialty clothing needed for workers performing soil removal or other remediation work. In other words, "incremental costs" are costs and expenses in excess of costs that would be incurred by Lessee as a result of the existence of Category 1 soils in, on, under and about the Premises, including in each cost category described in subsections (a) through (f) of this Section 12.5. As used in this Section 12.5, "Category 1", "Category 2", "Category 3" and "Category 4" soils shall have the meaning given to such terms by the Washington State Department of Ecology

12.6. *Amendments to CMMP.* No amendment or modification to the CMMP shall be binding on Lessee unless approved by Lessee in writing.

12.7. *Compliance with CMMP*. Lessor shall comply with the CMMP applicable to its activities affecting the Premises. Without limiting the generality of the foregoing, Lessor shall respond to Lessee within ten (10) Business Days following receipt of any written notice required to be provided by the CMMP, and thereafter continue to diligently pursue any further actions required of Lessor. If Lessor requires more than ten (10) Business Days to carry out actions required of it under the CMMP in response to a written notice by Lessee, Lessor shall notify Lessee of its plan and a reasonable timeline for proceeding within ten (10) Business Days following receipt of Lessee's notice, and Lessor shall promptly commence and diligently pursue such plan in accordance with such timeline. Lessor shall keep Lessee informed of its progress in pursuit of such plan. If there is any inconsistency between the cost allocation between Lessor and Lessee in this Section 12 and in the CMMP, the CMMP shall prevail.

12.8. *Compliance with Environmental Laws*. Lessor shall comply with all Environmental Laws in conducting Lessor's activities on or affecting the Premises. Lessee, at its sole cost and expense, shall comply with (i) all Environmental Laws applicable to Lessee's construction activities and operations, including, but not limited to, all permits applicable to the Premises and issued to Lessee, and (ii) the terms of any applicable permit covering stormwater or other discharges from the Premises. If and to the extent certain evidence and documentation of completion of remedial actions and compliance with Environmental Laws (such as a "No Further Action" certification) is requested by Lessee's lenders, investors, prospective tenants or subtenants, or prospective assignees of this Lease, Lessee shall have the right but not the duty to obtain such documentation at its sole cost, limited in geographic scope to the Premises. The Parties further agree that Lessee shall consult with Lessor prior to initiating contact with the Washington Department of Ecology or other regulatory agency to initiate the process for obtaining such documentation. Lessee shall not deviate from the agreed approach without further consultation with Lessor. Lessee shall provide to Lessor copies of all communications with the Washington Department of Ecology or other regulatory agency.

12.9. *Notifications*. Upon Lessee's discovery of the Release of Hazardous Substances not previously identified in the Baseline Assessment and any Supplemental Baseline Assessment that is on, beneath, or that may

affect the Premises or the surrounding properties, Lessee shall promptly notify Lessor and provide Lessor with a copy of any notifications given to any governmental entity, individual, or other entity relating thereto. Lessee shall promptly provide Lessor with copies of any inspection report, complaint, order, fine, request, notice or other correspondence from any person or entity regarding (1) the presence or Release of Hazardous Substances that is on, beneath, or that may affect the Premises or the surrounding properties; or (2) Lessee's compliance with Environmental Laws.

12.10. *Environmental Assessment*. Lessee shall, upon written request from Lessor made at any time during the Term of this Lease or within sixty (60) Days thereafter, based on a reasonable belief there has been a Release or material exacerbation of Hazardous Substances caused by Lessee or by Lessee's employees, sublessees, contractors or agents, excluding the Release or exacerbation of Hazardous Substances occurring as a result of activities conducted in accordance with Environmental Law, this Lease or the CMMP, or violation by Lessee of Environmental Laws, provide Lessor with an environmental assessment prepared by a qualified professional mutually agreed upon by Lessor and Lessee, which assent shall not be unreasonably withheld, conditioned or delayed. If Lessee refuses to assent within seventy-two (72) hours of an emergency or within ten (10) Days of a non-emergency, Lessor shall unilaterally select the qualified professional to perform said assessment. The environmental assessment shall, at a minimum, (1) certify that a diligent investigation of the Premises has been conducted, including a specific description of the work performed, and (2) either (a) certify that diligent investigation of the Premises has revealed no evidence of a such a Release of Hazardous Substances or violation of Environmental Laws, or (b) if a Release or violation of Environmental Laws is detected, identify and describe: (i) the types and levels of Hazardous Substances detected; (ii) the physical boundaries of the Release, including property other than the Premises; (iii) the actual and potential risks to the environment from such Release or violation; and (iv) the procedures and actions necessary to remedy the Release or violation in compliance with Environmental Laws. If such environmental assessment discloses there has been a Release or material exacerbation of Hazardous Substances caused by Lessee or by Lessee's employees, sublessees, contractors, or agents, or a violation of Environmental Laws caused by Lessee or by Lessee's employees, sublessees, contractors, or agents, or a Default by Lessee of its obligations under this Lease, Lessee shall pay the expense of obtaining the environmental assessment and of performing all remediation. If such environmental assessment discloses a material exacerbation or Release of Hazardous Substances by Lessor or by Lessor's employees, sublessees, contractors, or agents, or a violation by Lessor or by Lessor's employees, sublessees, contractors, or agents of Environmental Laws, or a Default by Lessor of its obligations under this Lease, Lessor shall pay the expense of obtaining the environmental assessment. If such environmental assessment discloses that there has been no material exacerbation or Release of Hazardous Substances or a violation of Environmental Laws, or a Default by Lessor of its obligations under this Lease, Lessor shall pay the expense of obtaining the environmental assessment.

12.11. *Hold Harmless and Indemnity*. Lessee shall defend (with attorneys approved in advance and in writing by Lessor), indemnify and hold Lessor and its agents harmless from any third-party loss, claim, fine or penalty arising from the Release or exacerbation of Hazardous Substances caused by Lessee or by Lessee's employees, sublessees, contractors, invitees (but only when a loss, claim, fine or penalty is related to such invitees' presence on the Premises) or agents or any violation of Environmental Laws affecting the Premises or the surrounding properties to the extent caused by Lessee or by Lessee's employees, sublessees, contractors, invitees (but only when a violation of Environmental Laws is related to such invitees' presence on the Premises) or agents. Notwithstanding the foregoing, Lessee's obligations to defend, indemnify, and hold harmless Lessor and its agents shall not apply to the extent (a) the Release or exacerbation of Hazardous Substances or the violation of Environmental Laws is caused by Lessor, its agents, contractors or employees, or (b) occurring as a result of activities conducted in accordance with Environmental Law, this Lease or the CMMP, including any subsequent revision and amendments made thereto in accordance with this Lease. Such obligation shall include, but shall not be limited to, environmental response and remedial costs, other cleanup costs, environmental consultants' fees, attorneys' fees, fines and penalties, laboratory testing fees, claims by third parties and governmental authorities for death, personal injuries, property damage, business disruption, lost profits, natural resource damages and any other costs and Lessor's expenses as provided in this Lease. Lessee's obligations pursuant to this subsection shall survive expiration or other termination of this Lease.

12.12. *Assignments and Subleases*. Lessor may withhold its consent to any assignment, sublease, or other transfer (where Lessor's consent is required under this Lease) if the proposed transferee's use of the Premises may involve the use, transportation, storage, treatment, generation, sale or disposal of Hazardous Substances not in compliance with Environmental Laws, including the proposed transferee's historical use, transportation, storage, treatment, generation, sale or disposal of Hazardous Substances not in compliance with Environmental Laws.

12.13. *Lessor's Remedies*. Subject to the Lessor's obligations under this Lease, without prejudice to any other right or remedy available to Lessor at law, in equity, or under this Lease, Lessor, in the event of a Release of Hazardous Substances by Lessee or by Lessee's employees, sublessees, contractors or agents (excluding the Release of Hazardous Substances occurring as a result of activities conducted in accordance with Environmental Laws, this Lease or the CMMP), a violation by Lessee of Environmental Laws, or a Default by Lessee of the provisions of this Section 12, after notice and opportunity to cure as provided in Section 24, shall be entitled to the following rights and remedies, at Lessor's option:

12.13.1. To recover any and all damages associated with such Release, violation or Default, including, but not limited to, cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by Lessor, and any and all damages and claims asserted by other parties and Lessor's attorneys' fees and costs.

12.13.2. To be indemnified as provided in subsection 12.11.

12.13.3. Lessor may enter upon the Premises and cure any such violation and either (i) charge to Lessee as Additional Charges an amount sufficient to recover the cost of such cure, together with interest thereon at the Interest Rate, or (ii) increase Rent by such amount as will permit Lessor to fully recover the cost of such cure, together with interest thereon at the Interest Rate, during such portion of the unexpired Term of this Lease as Lessor may deem proper, provided Lessor provides documentation of the costs incurred to cure such violation or Default. Such election by Lessor shall be without prejudice to any other right or remedy provided to Lessor at law, in equity, or in this Lease, excluding termination of the Lease.

12.14. *Vacation of the Premises*. Prior to vacation of the Premises upon expiration or earlier termination of this Lease, in addition to all other requirements under this Lease, Lessee will have a Phase I environmental site assessment (the "**Phase I**"), and, if recommended in the Phase I in response to Recognized Environmental Conditions (as that term is defined in the then-current ASTM 1527 standard) ("**RECs**") except for those RECs arising from or related to environmental conditions identified in the Baseline Assessment, including investigations referenced therein, or Supplemental Baseline Assessment, or RECs arising from work done in compliance with the CMMP by Lessee, a Phase II environmental site assessment (the "**Phase II**"), conducted on the Premises by an independent, reputable professional environmental consultant mutually agreed upon by Lessor and Lessee to assess the presence of Hazardous Substances on the Premises as of the termination of this Lease (the "**Exit Assessment**") and to compare the condition of the Premises at that time with the Baseline Assessment and the Supplemental Baseline Assessment established in accordance with Section 12.2. The scope of work for the Exit Assessment shall be reviewed and approved by Lessor prior to its initiation, and it shall be intended to address whether Lessee or Lessee's employees, sublessees, contractors, or agents have caused Hazardous Substances to have been Released on the Premises in violation of Environmental Laws at the time of such Release, and if so, Lessee shall be obligated to remediate any such Release as required to return the Premises to the condition established in accordance with Section 12.2.

12.15. *Cooperation*. In the event of a Release or exacerbation of Hazardous Substances caused by acts or omissions of Lessee or by Lessee's employees, sublessees, contractors or agents, excluding the Release or exacerbation of Hazardous Substances occurring as a result of activities conducted in accordance with Environmental Law, this Lease or the CMMP, Lessee shall cooperate with Lessor in any investigation or remediation of the Premises that are required by the Washington Department of Ecology or other regulatory agency. Lessee agrees it shall not demand or, unless required by the Washington Department of Ecology or other regulatory agency, agree to a remedy that will interfere with Lessor's use of the Premises, and Lessor agrees it shall not demand or, unless required by the Washington Department of Ecology or other regulatory agency, agree to a remedy that will interfere with the Lessee's Permitted Use of the Premises. Lessor reserves the right to take over any investigation and remediation of the Premises required by the Washington Department of Ecology or other regulatory agency, after notice and opportunity to cure as provided in Section 24 except in the event of an emergency, if it determines, in its reasonable discretion, that Lessee is not complying with its obligations under the Lease, applicable Environmental Laws, and the applicable cleanup plan. Any undertaking by Lessor to investigate or remediate the Premises shall not relieve Lessee of its obligations under this Lease or applicable Environmental Laws. In the event of a Release or exacerbation of Hazardous Substances not caused by Lessee or by Lessee's employees, sublessees, contractors or agents that affects the Premises, Lessee shall provide access to the Premises for investigation and remediation subject to the access requirements provided in Section 13.1.

12.16. *Cultural and Archaeological Resources*. Lessor has notified Lessee that cultural and archaeological resources may be present at the Premises and may be encountered during ground disturbing activities. If Lessee encounters any such resources on the Premises, Lessee shall report the discovery to Lessor and shall be responsible for submittals required for obtaining any cultural and archaeological approvals necessary for Lessee's activities on the Premises as required by local, state, and federal laws, ordinances, and regulations. To ensure that ground disturbing activities are properly managed for cultural and archaeological resources, Lessee shall ensure that such activities comply with applicable local, state and federal laws, ordinances, and regulations. Lessee shall be responsible to implement, and Lessor shall bear the cost of, the monitoring plan for Lessee's activities, including construction, as well as all costs and expenses associated with the creation of submittals required for obtaining approvals necessary for Lessee's activities on the Premises and Lessee's handling, removal, and otherwise dealing with such resources in compliance with all applicable laws (collectively, **"Archaeological Compliance Costs"**). Lessor shall not otherwise be responsible for any of Lessee's development, finance, or Project costs arising from the discovery or presence of cultural and archaeological resources, including, but not limited to, Project delays or design/redesign, but the Project Deadline shall be delayed on a day-for-day basis, commencing on the date of Lessee's discovery of such resources and continuing as reasonably necessary for Lessee to handle, remove, and otherwise deal with such resources in compliance with all applicable laws. Such period of delay shall be determined by Lessee in its reasonable discretion, provided that it is working diligently and in good faith to resolve all issues related to such resources and to continue with construction and development of the Project. Lessor and Lessee shall work cooperatively with the archaeologists, appropriate local, state and federal agencies and applicable tribes to comply with all lawful obligations associated with the discovery and protection of such materials. Further, the parties shall work cooperatively so that Lessee may resume the construction or other ground disturbing work as expeditiously as possible following the discovery. Within thirty (30) days of receipt from Lessee of invoices or other reasonable evidence of the Archaeological Compliance Costs actually incurred by Lessee, Lessor shall fully reimburse Lessee for such Archaeological Compliance Costs.

13. RESERVATIONS BY LESSOR:

13.1. *Access Rights*. Lessor reserves the right to: (a) enter upon and inspect the Premises Common Areas (as defined in Exhibit "C") at any and all reasonable times during the Term of this Lease; (b) to enter upon the Premises Common Areas to post and keep posted thereon notices of non-responsibility for any construction, alteration or repair that Lessor is obligated or entitled to undertake pursuant to the terms of this Lease; and (c) during the last six (6) months of the Term (or any applicable Extension Term) to show the Premises Common Areas to prospective tenants or purchasers. In addition, Lessor shall be entitled to enter upon and inspect the interior spaces within the Improvements on the Premises, subject to compliance with the following term and conditions:

13.1.1. Lessor shall request access to a space within the Improvements which is occupied by a Subtenant (as defined in Section 20.7) only if Lessor has a reasonable need to access such space (such as to conduct a required environmental audit), if Lessor has a reasonable basis to believe a violation of this Lease or applicable law is occurring within such Subtenant's Sublease Space (as defined in Section 20.7), or to conduct a joint walk-through of the Premises in accordance with Section 30 (Surrender of Premises).

13.1.2. Except in the event of an emergency, Lessor shall provide Lessee, and if applicable, the affected Subtenant, with at least forty-eight (48) hours prior written notice of Lessor's need to access the interior spaces of the Improvements and the reason therefor. An emergency shall include, but shall not be limited to, the existence of a condition that poses a threat to human health or the environment.

13.1.3. Lessor shall comply with the terms and conditions of Subleases in place governing access to such Sublease Spaces, including, without limitation, compliance with such Subtenants' security procedures and providing additional advance notice of such access to such Subtenants, if required. Representatives of Lessee and Subtenant shall be entitled to accompany Lessor during any access by Lessor to interior spaces of the Improvements.

13.1.4. Any access to the Premises or spaces within the Improvements by Lessor shall be conducted in such a manner as to avoid (or if not possible, minimize) interference with Lessee's operations or the operations of Lessee's Subtenants.

13.1.5. Lessor, at Lessor's sole cost and expense, shall repair any damage done to the Premises to restore the Premises to the condition that existed immediately prior to the exercise by Lessor of its rights under this Section 12.1.

The right of inspection shall not impose any obligation on Lessor to do so, nor shall Lessor incur any liability for not making inspections.

13.2. Waiver of Claims. Except to the extent of Lessor's negligence, willful misconduct, breach of any term or condition of this Section 13, or breach of any covenant of quiet enjoyment with respect to any residential lease in the exercise of its rights under this Section 13, Lessee hereby waives and releases any claims against Lessor or any Lessor Parties for damages for any injury or inconvenience to or interference with Lessee's business at the Premises, any loss of occupancy or quiet enjoyment or the Premises or any other loss, damage, liability or cost occasioned by Lessor's exercise of the rights reserved to Lessor under, or granted to Lessor pursuant to this Section 13.

14. MAINTENANCE AND REPAIR:

14.1. *Lessee Maintenance Obligations*. Lessee, at its sole cost and expense, shall take or cause to be taken good care of the Premises and the Improvements during the Term of this Lease, it being understood that Lessor shall not be required to make any repairs to the Premises or the Improvements during the Term hereof. Lessee's responsibility shall include maintenance and repair of the electrical system, lighting, plumbing, drain pipes to sewers, parking areas and trade fixtures and appurtenances located on the Premises. Subject to Lessee's rights under Section 18 (Damage and Destruction), Lessee's repairs shall include all repairs and replacements thereto, interior and exterior, structural and non-structural, , and Lessee shall maintain and keep the Premises in good order and repair. Without limiting the generality of the foregoing sentences, Lessee agrees to maintain, repair and keep in good condition the Improvements, all sidewalks, vaults, sidewalk hoists and curbs on the Premises and all water, sewer, and gas connections, pipes, and mains which service the Premises. Lessee's obligation to maintain all water, sewer, and gas connections, pipes, and mains shall apply to, but not be limited to, water lines and faucets within the Premises, sanitary sewer and drain lines on the Premises extending to the sewer/septic connections, and all plumbing fixtures. Throughout the Term, Lessee shall cause its property manager to keep records of all repairs, maintenance, warranties and certifications performed or obtained by Lessee with respect to the building systems and structural components of the Improvements which are customarily maintained by operators of projects similar in size, type, quality, use and location as the Project, consistent with good management practices (collectively, the "**Maintenance Records**"). At the end or other termination of this Lease, Lessee shall deliver to Lessor the Premises and all Improvements thereon in accordance with Section 29 (Surrender of Premises), along with copies of Maintenance Records for a period of no less than five (5) years prior to the applicable expiration or earlier termination date.

14.2. *Sidewalks*. Lessee shall keep the sidewalks abutting the Premises and all entrances free and clear of snow, ice, debris and obstructions of every kind, at its sole cost and expense, provided, that, the foregoing shall not prevent Lessee from maintaining sidewalk tables, chairs, benches, planter boxes, signage, or similar items thereon, so long as such items are permitted under applicable laws, codes, permits and approvals and do not block pedestrian pathways.

14.3. *Lessor Right to Perform Lessee Maintenance*. If Lessor is required to make any repairs to the Premises by reason of Lessee's negligent acts or omission to act or failure to perform its obligations under this Lease, after notice and opportunity to cure as provided in Section 24.2, then Lessor, upon completing such repairs, may charge Lessee for the costs thereof as an Additional Charge next owing from Lessee, which cost shall become due within thirty (30) Days of Lessee's receipt of invoices or other reasonably evidence of the costs actually incurred by Lessor to complete such repairs.

14.4. *Casualty*. In the event of damage or destruction to the Premises caused by a fire or other casualty, the provisions of this Section 14 shall not apply and the obligations of the parties shall be controlled by Section 18 (Damage or Destruction) of this Lease.

15. PROJECT CONSTRUCTION AND IMPROVEMENTS:

15.1. *Lessor Cooperation*. The parties acknowledge and agree that Lessee shall be constructing the Project in accordance with Section 1.9 and undertaking other Permitted Uses as defined therein.

15.2. *Construction of Project*.

15.2.1. The Initial Improvements are subject to, and shall be constructed in conformance with the design guidelines attached to the Lease as Exhibit F and in substantial compliance with, the plans and specifications that are the basis for the issuance of Permits for the Project, and any future exterior Improvements that require Lessor's consent hereunder are subject to, and shall be constructed in substantial compliance with, the plans, specifications and elevations approved in writing by Lessor as set forth in Section 15.5 and shall be completed with all reasonable dispatch. Lessee warrants that any construction, remodeling, replacement, alteration, addition, erection or installation in, on or to the Premises, whether done with or without Lessor's consent, shall be done in a good and workmanlike manner with new materials; will be performed in compliance with local, state and federal building, fire and other codes and construction guidelines, including, but not limited to, the American's with Disabilities Act, and all other applicable covenants, terms and conditions hereof. Lessee shall provide to Lessor copies of certificates and permits issued by local, state and federal building, fire and other code and construction agencies.

15.2.2. Lessee shall commence construction of the Improvements no later than ninety (90) days after the Effective Date. As used in this Lease, "**commence construction**" or "**commencement of construction**" and related phrases mean the date upon which the general contractor for the Project has commenced mobilization at the Premises. Subject to delay by Force Majeure, Lessee's failure to timely commence construction of the Improvements shall constitute a Default. Lessee shall use commercially reasonable efforts to prosecute to completion the construction of Improvements by the Project Deadline, with "**completion of construction**" and related phrases meaning the date the Cit of Vancouver issues a Certificate of Occupancy for the relevant Improvements. Subject to Force Majeure, Lessee failure to timely complete the Improvements shall constitute a Default.

15.2.3. From commencement of construction of the Improvements until such time as Lessee has achieved completion of construction of the Improvements, Lessee shall provide Lessor with monthly progress reports regarding the status of the construction.

15.2.4. Lessee shall permit Lessor, through its officers, agents, or employees, to enter onto the Premises at reasonable times during business hours after reasonable advance written notice and acceptance by Lessee (a) to inspect the construction work to determine that the same is in conformity with the requirements of this Lease and the DDA, and (b) following completion of construction, to inspect the ongoing operation and management of the Improvements to determine that the same is in conformance with the requirements of this Lease. Notwithstanding the foregoing, Lessor shall not interfere with Lessee's use of the Premises or operations of the Improvements or interfere with any Subtenant's occupancy of the Premises or Improvements. The scheduling of all Lessor inspections shall take into account the timing and availability of a representative of Lessee to attend such inspections and access to Subtenants' premises pursuant to subtenants' rights under their applicable subleases or otherwise. Lessor's inspections shall not involve any activities that penetrate into the Improvements or any portion thereof. Lessor shall immediately repair any damage to the Premises or Improvements caused by Lessor's entry onto and inspections of the Premises or Improvements. Lessor hereby agrees to indemnify, defend, and hold Lessee, its managers, members, partners, officers, directors, employees, and agents free and harmless from and against any and all costs, losses, liabilities, damages and expenses, of any kind or nature whatsoever (including reasonable attorneys' fees and costs actually incurred), arising out of damage to persons or property caused by, arising out of, or resulting from the entry and/or the conduct of inspections at the Premises or Improvements by Lessor, its officers, contractors, agents or employees. The foregoing obligations and indemnification shall survive the expiration or earlier termination of this Agreement.

15.2.5. Lessee acknowledges that Lessor is under no obligation to supervise, inspect, or inform Lessee of the progress of construction or operations, and Lessee shall not rely upon Lessor therefor. Any inspection by Lessor during the construction is entirely for its purposes in determining whether Lessee is in compliance with this Lease and the DDA and is not for the purpose of determining or informing Lessee of the quality or suitability of construction. Lessee shall rely entirely upon its own supervision and inspection (or that provided by third parties) in

determining the quality and suitability of the materials and work, and the performance of architects, subcontractors, and material suppliers.

15.3. *Permits*. It is further understood and agreed that construction of the Project will not occur until after permits for such construction have been issued. Notwithstanding the foregoing, it is acknowledged that issuance of all Permits necessary for construction of the entire Project shall not be required to commence construction, so long as the necessary permits have been issued for the work to be performed (such as grading permits or demolition permits) and such work is allowed to be performed under all laws.

Lessee shall be solely responsible for obtaining, at its sole cost and expense, the approval of the City (and any other governmental agencies with jurisdiction over the Premises) for any building, electrical and plumbing permits, environmental impact analysis and mitigations imposed thereby, or other governmental action necessary to permit the development, construction and operation of the Improvements and any alterations thereto in accordance with this Lease. Other than for the initial Improvements to be constructed on the Premises, Lessee shall (a) apply for and prosecute any required governmental review processes for any discretionary approvals, comprehensive plan amendment, rezoning, variance or use permit only with the written approval of Lessor, such approval not to be unreasonably withheld, delayed or conditioned, and (b) not submit any environmental impact statement, addendum, checklist or other State Environmental Policy Act document to any public agency without Lessor's prior written approval, which Lessor may withhold in its sole discretion. Lessee shall be solely responsible for compliance with all permits and conditions related to the Improvements.

15.4. *Construction Coordination*.

15.4.1. ***Access; Interference***. Lessee shall comply in all material respects with all applicable City of Vancouver permitting and construction requirements related to street closures, construction disturbances, and the maintenance of access to neighboring facilities and businesses, including City Hall, the Vancouver Convention Center, and Esther Short Park.

15.4.2. ***Construction Traffic***. The parties shall agree to a route for the construction truck traffic to utilize during construction, including keeping trucks off 6th Street through the eastern section of downtown Vancouver to the extent that reasonable ingress to and egress from the construction site remains without the use of 6th Street.

15.4.3. ***Construction Worker Parking***. Lessee shall provide a construction worker parking plan to Lessor for review and approval (such approval not to be unreasonably withheld, conditioned, or delayed) prior to commencement of construction. If Lessee's parking plan provides adequate parking for construction workers so that workers are not utilizing on-street parking close to the construction site, then Lessor shall approve such parking plan. Lessor shall assist Lessee with efforts to locate overflow parking options during construction.

15.4.4. **[If applicable:** Construction Adjacent to BNSF Railway Berm. Lessee is responsible for obtaining any needed consents, approvals, or permissions from BNSF Railway to utilize areas adjacent to the railroad berm. A copy of such BNSF Railway consents, approvals, or permissions, if any, shall be provided in writing to Lessor prior to commencement of construction of the Project.

15.5. *Lessor Review of Plans*. Lessee , prior to constructing future exterior Improvements upon the Premises, shall submit to Lessor the plans and specifications for such Improvements and obtain Lessor's prior written approval, provided, that, Lessor's approval shall be limited solely to Lessor's determination that Lessee's proposed Improvements comply with the Design Guidelines (or can be made to comply through an amendment to the Design Guidelines, such amendment being first subject to Lessor's approval, which shall not be unreasonably withheld) and shall not be unreasonably withheld, delayed or conditioned. Once a set of plans has been so approved, deemed approved or resolved, Lessee shall have the right to continue the design and construction of such Improvements in substantial conformance therewith. Lessee shall submit to Lessor the plans and specifications for such Improvements and all required local, state and federal permits or authorizations.. Notwithstanding the foregoing or anything to the contrary herein, Lessor's approval or consent shall not be required for Improvements that are not visible form the exterior of the Improvements.

15.6. *[Reserved.]*

15.7. *Signage Requirements*. Any sign, decoration, awning or canopy, or advertising matter to be installed by Lessee shall comply with all regulatory requirements of the State of Washington, Clark County, Lessor (in its regulatory capacity), and or any other governmental agency with jurisdiction over the Project.).

15.8. *Ownership of Improvements*. All Improvements made by Lessee shall remain the property of the Lessee until the expiration or earlier termination of this Lease, at which time they shall remain on the Premises and become the property of Lessor. If and to the extent Lessee owns any fixtures ("**Fixtures"**) which are located at the Premises and used in the operation and management of the Premises for the Permitted Use, Lessee agrees such Fixtures will become the property of Lessor upon surrender or earlier termination of this Lease. However, it is acknowledged that Lessor shall not have any rights with respect to any Fixtures owned by Subtenants of Lessee at the Premises.

15.9. *Certificate of Completion*. Within five (5) Business Days of Lessee notifying Lessor of the issuance of a certificate of occupancy for the residential portions of the Project (or a temporary certificate of occupancy or other legal permits or sign-offs that will allow Lessee to legally lease residential spaces to tenants) and a temporary certificate of occupancy with respect to the base, shell and core for any office or retail portions of the Project (or other legal permits or sign-offs that will allow the office and retail spaces to be legally occupied upon completion of interior spaces of the Improvements) (such certificates, permits or sign-offs collectively, the "**Certificate of Occupancy**"), Lessor shall provide to Lessee a written instrument certifying the completion of construction of the Improvements (the "**Certificate of Completion**"). The Certificate of Completion shall be conclusive evidence that Lessee has fulfilled its obligations under this Lease and the DDA with respect to construction of the Improvements. The issuance of such Certificate of Completion shall be in addition to any approvals required to be obtained from the City of Vancouver in its regulatory capacity, and such issuance shall not constitute approval by or otherwise the bind City of Vancouver in its regulatory capacity. Following Lessor's delivery to Lessee of the Certificate of Completion, the parties shall execute and record a certificate of completion of the Project in the official records of Clark County, and such recorded certificate shall be conclusively determinative that Lessee has completed construction of the Project.

15.10. *Public Benefits*.

15.10.1. ***Sustainability***. In constructing the Initial Improvements, Lessee agrees to meet the sustainability objectives outlined in Exhibit G attached hereto.

15.10.2. ***[Delete if not applicable to the specific GL Parcel:*** *Public art program.* Lessor and Lessee have identified one or more locations on the Premises for the installation of public art during the Initial Term. Lessee shall solicit artwork through the City's Public Art Program, which is subject to review by the City's Culture, Arts and Heritage Commission. Public art shall be installed and maintained in accordance with the City's Public Art Program.

15.10.3. ***Workforce and business development strategy***. Lessee shall actively engage a diverse and local workforce to construct the Initial Improvements required by this Lease by implementing the workforce and business development strategy set forth on Exhibit H attached hereto.

15.10.4. ***Intentionally Omitted.***

15.10.5. ***[To be revised for the applicable GL Parcel:*** *Access Easements*. Lessee acknowledges that it is executing this Lease and taking its leasehold interest in the Premises subject to pedestrian access easements over and across the open space depicted on Exhibit I attached to this Lease.

15.10.6. ***Tree Canopy***. As part of construction of the Initial Improvements, Lessee shall plant trees in accordance with the tree plan attached to this Lease as Exhibit J.

15.10.7. ***Signage***. The Initial Improvements will include signage in conformance with the Design Guidelines and Vancouver City Code.

15.11. City's Regulatory Discretion. Lessee acknowledges that execution of this Lease by Lessor does not constitute approval by Lessor in its regulatory capacity (as distinguished from its proprietary capacity as the owner of the Property and as a party to this Lease) of any required or additional entitlements or approvals and in no way limits the discretion of Lessor in the regulatory permit approval process. This Lease does not vest any land use or development standards for the benefit of Lessee. Lessor, in its proprietary capacity, shall assist Lessee throughout any and all entitlement, approval and permitting processes but does not represent or warrant that its assistance will guarantee any regulatory approval. In the event of any conflict between Lessor, acting in its regulatory capacity, and Lessor, acting in its proprietary capacity under the Lease, then Lessor's decisions in its regulatory capacity shall govern and control

15.12. *General Construction Requirements*

15.12.1. **Costs; Good and Workmanlike Manner**. All construction and other work in connection with the Improvements and any alterations thereto shall be done at no cost to Lessor and in a good and workmanlike manner with new or like-new materials. Throughout the construction of the Improvements and through completion of construction of the same, Lessee shall provide Lessor with written progress reports as to the progress of construction, which reports shall be on a monthly basis.

15.12.2. **Compliance**. Lessee shall include language in the contract with its general contractor requiring the general contractor to construct the Improvements in accordance with (a) all Applicable Laws, and (b) plans and specifications that are in accordance with the provisions of this Section 15 and all other applicable provisions of this Lease. If Lessor has actual knowledge that its general contractor is failing to comply with the foregoing obligations, Lessee shall use commercially reasonable efforts to enforce the same against the general contractor.

15.12.3. **Safety**. Lessee shall include language in the contract with its general contractor for construction of the Improvements and for all alterations thereto requiring such general contractor to implement a safety plan during construction.

15.12.4. **As-Builts**. As Lessor's written request therefor, which request shall include Lessor's agreement to pay for the same, Lessee shall prepare and maintain (or require the general contractor or architect to prepare and maintain) upon completion of construction, record drawings ("as-builts") showing clearly all changes, revisions and substitutions during construction, including, without limitation, field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions and other significant features of the Improvements and any alterations thereto. Lessee, at Lessor's expense, shall also make a copy of the as-built drawings and deliver electronic copies of the same to Lessor within sixty (60) days after completion of construction of the Improvements or alterations thereto.

15.13. *Maintenance, Repairs and Operation*. During the Term, Lessee, without any cost or expense to Lessor, shall keep and maintain the Premises and all Improvements and appurtenant facilities, including without limitation the structural components, roof, fixtures, and building systems of the Improvements, grounds, groundwater, stormwater facilities, detention ponds, wetlands, soil, sidewalks, open space, parking and landscaped areas, in first class condition and repair and in compliance with all Applicable Laws. Lessee shall promptly make all repairs, replacements and alterations (whether structural or nonstructural, foreseen or unforeseen, or ordinary or extraordinary) necessary to maintain the Premises and the Improvements in good condition and repair, in a general condition that is commensurate with buildings in Vancouver, Washington that are similar in type and of a similar age, in compliance with all Applicable Laws, and as necessary to avoid any structural damage or injury to the Premises, the Improvements, or any persons in or around the Premises. Lessee's property manager ("**Property Manager**") shall have at least five (5) years of experience managing similar properties.

15.14 *Sustainability*. Lessor maintains high standards for environmental stewardship in operating and maintaining all of its facilities. Accordingly, Lessee agrees to operate and maintain the Premises with good faith, reasonable efforts to (a) use Energy Star appliances or their equivalent and employ sound practices to conserve energy, (b) encourage and facilitate the ability of tenants to car pool, commute via public transportation, and/or use other alternative methods of transportation, and (c) maintain and operate the Premises, and/or require that any third party property manager(s) maintain and operate the Premises, in compliance with those sustainability standards and requirements required to maintain all of the installed equipment, systems and assets in accordance with the manufacturer's recommendations and industry

standards.

15.15 *No Obligation of Lessor to Repair*. Other than the repair of damage caused by Lessor, its agents, contractors or employees, Lessor shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the Premises or the Improvements. Lessee hereby expressly waives any right to terminate this Lease and any right to make repairs at Lessor's expense under any Applicable Laws, except for the repair of damage caused by Lessor, its agent, contractors or employees.

16. INSURANCE:

16.1. *Property Damage*.

16.1.1. ***Builders Risk***. Until final completion of construction of the Improvements, the construction is at the risk of Lessee. Lessee shall purchase and maintain Builders Risk insurance upon the work at the site to the full insurable value until completion of construction of the Improvements. Said insurance will insure against the perils customarily insured against in such Builders Risk policies, including flood (if the Project is located within the 100-year flood plain) for physical loss and damage. The insurance shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property.

16.1.2. ***Property Insurance***. Following completion of construction, Lessee shall, at all times, maintain Cause of Loss – Special Form property insurance upon any buildings and facilities, including any permanent additions and improvements thereto, of which the Premises form a part, in an amount equal to the full replacement cost thereof or with lesser limits as agreed by both Lessor and Lessee. Such insurance shall contain an agreed valuation provision in lieu of any co-insurance clause, an ordinance and law endorsement, debris removal coverage, business interruption coverage, extra expense coverage and a waiver of subrogation endorsement. Any and all payments from said policies or certificates of insurance, indemnity bonds and similar securities shall be made payable to and deposited with Lessee or as required by its mortgagee(s). Further, and to the extent commercially available, all such policies shall contain a provision whereby the same cannot be canceled or modified unless Lessor is given at least thirty (30) Days prior written notice of such cancellation or modification. Lessee shall be responsible for the insurance premium and any deductible.

16.2. *Liability*. Lessee shall maintain, with financially sound and reputable insurers (*see* Section 16.5.1 below), commercial general liability insurance written on an "occurrence" policy form with coverage at least as broad as ISO CGL form CG 0001, including contractual liability, against claims for bodily injury, property damage, and personal injury occurring on or about the Premises or in any way relating to or arising out of Lessee's use or occupancy of the Premises with minimum limits as provided in Section 1.11, which amount shall be consistent with commercially reasonable insurance standards but in no event shall be less than the Minimum Coverage Amount set forth in Section 1.11. Lessor shall be named as an additional insured with coverage at least as broad as form ISO CG 2026 – Designated Person or Organization, without modification, affording coverage regardless of the additional insureds' sole or concurrent negligence. Such insurance shall be endorsed to provide that the insurance shall be primary to and not contributory to any similar insurance carried by Lessor and shall contain a severability of interest or cross liability clause.

16.3. *Business Interruption Insurance*. Lessee shall maintain business interruption insurance through the Term. Coverage will include payment to the Lessor of the amount of annual Rent then payable to Lessor for a period of at least six (6) months.

16.4. *Pollution Legal Liability*. During the Construction Period, Lessee shall maintain or cause its general contractor to maintain pollution legal liability or contractor's pollution liability coverage with limits of not less than One Million and 00/100 Dollars ($1,000,000.00) per claim and Two Million and 00/100 Dollars ($2,000,000.00) aggregate. Coverage shall include both new Releases of Hazardous Substances and exacerbation of existing environmental contamination. Lessor acknowledges that certain classes of risks may not qualify for Pollution Legal Liability or Contractor's Pollution Liability coverage. Lessor retains the right to require pollution legal liability coverage to be maintained in an amount and on terms to be mutually agreed upon by Lessor and Lessee if and to the extent there is a material change in the types or amounts of Contaminated Media which will be handled at the Premises as set forth in the CMMP.

16.5. *Miscellaneous*.

16.5.1. ***Insurance Carrier Requirements***. Lessee's insurance carrier(s), for all insurance referenced in this Lease, shall be a reputable insurance company licensed to do business in the State of Washington. Lessee's insurance carrier(s) shall have a minimum A-VIII rating as determined by the then current edition of Best's Insurance Reports published by A.M. Best Co.

16.5.2. ***Certificates of Insurance***. To establish that Lessee's insurance obligations have been met, Lessee shall provide Lessor with certificates of insurance prior to or at the Term Commencement Date and renewals thereof prior to expiration of existing policies. Certificates of insurance shall have a copy of additional insured endorsement in favor of Lessor attached and, to the extent commercially available, provide that the policies are not subject to cancellation or material change without at least thirty (30) Days advance written notice to Lessor.

16.5.3. ***Umbrella or Blanket Coverage***. Lessee shall be entitled to provide insurance coverage which it is obligated to carry pursuant to the terms of the Lease under a blanket or umbrella insurance policy.

16.5.4. ***Workers Comp and Employers Liability***. At all times that Lessee directly retains employees, Lessee shall provide workers' compensation coverage, pursuant to statutory requirements. Lessee further agrees to maintain Employers Liability Act ("**ELA**") or Stop Gap coverage as required by law of at least the Minimum Coverage Amount set forth in Section 1.12.

16.5.5. ***Automobile Liability***. At all times that Lessee owns at least one automobile, Lessee shall provide Automobile Liability insurance with coverage at least as broad as Business Automobile Liability ISO form CA 0001, covering all owned, non-owned and hired automobiles brought on the premises, with coverage of at least the Minimum Coverage Amount set forth in Section 1.11.

16.5.6. ***Waiver of Subrogation***. Notwithstanding anything in this Lease to the contrary, neither party, nor its Related Parties, nor, in case of Lessee, its sublessees, shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party, for any loss or damage to any building, structure or other property (whether real or personal) arising from any cause that (i) would be insured against under the terms of any property insurance required to be carried hereunder (or, with respect to Lessor, which a reasonably prudent owner of real property similar in size, type, use, location, and quality as the Premises would carry), or (ii) is insured against under the terms of any property insurance actually carried, regardless of whether the same is required hereunder, even though such loss or damage might have been occasioned by the negligence of such party or its Related Parties. Each party shall notify their respective insurance companies of this waiver of any rights of subrogation that such companies may have against Lessor or Lessee, as the case may be and shall obtain any necessary endorsement to avoid such waiver's invalidating the policy in whole or in part. Further, neither party nor the Related Parties shall be liable for: (1) any such damage caused by other lessees or persons in, upon or about the Premises, or caused by operations in construction of any private, public or quasi-public work; or (2) consequential damages, including lost profits, of either party or any person claiming through or under Lessee or Lessor as applicable.

16.5.7. ***Failure to Maintain***. Lessor shall have the right to force place any insurance required to be maintained by Lessee hereunder if Lessee fails to obtain same within thirty (30) Days of receipt of written notice of such failure, and the costs of such force placed insurance shall be an Additional Charge.

16.6. *Lessor Insurance*. Lessor shall maintain in effect at all times insurance coverage consistent with the coverage customarily carried by ground lessors of property comparable in size, type, quality and location as the Premises, including but not limited to (1) commercial general liability insurance with limits of no less than Ten Million and 00/100 Dollars ($10,000,000) per occurrence and annual aggregate, which may be comprised of both primary and excess layers, and (2) pollution liability insurance with limits of not less than One Million and 00/100 Dollars ($1,000,000.00) per claim and Two Million and 00/100 Dollars ($2,000,000.00) aggregate. Such insurance carriers shall have an A.M. Best rating of not less than "A-" and Financial Size Category Rating of not less than "VIII" according to the latest edition of Best's Key Rating Guide. **[To be attached:** Notwithstanding the foregoing, Lessor self-insures consistent with the parameters set forth in Schedule 16.6. So long as Lessor complies with Schedule 16.6, Lessor shall be deemed to comply with this section.

16.7. *Coverage Amounts During Option Term(s)*. If the parties execute an amendment to the Lease or Lessee exercises either of its Option(s) to extend the Term of the Lease, the insurance coverage amounts set forth in Sections 1.10, 1.11 and, if applicable, 1.12, and Section 16 shall be reviewed and adjusted, as agreed to by the parties, to provide appropriate insurance coverages consistent with commercially reasonable insurance standards at that time. Notwithstanding the foregoing, it is acknowledged that Lessee shall not be obligated to carry pollution legal liability coverage after expiration of the Construction Period, except to the extent required by the last sentence of Section 16.4.

17. RELEASE AND INDEMNIFICATION COVENANTS:

17.1. *Indemnification by Lessee*. Subject to Section 16.5.6 (Waiver of Subrogation), Lessee releases Lessor and all officials and employees of Lessor from, and covenants and agrees that neither Lessor nor any Related Party of Lessor shall be liable for, and agrees to defend, indemnify and hold Lessor and its Related Parties (hereinafter the "**Lessor Indemnitee**" or "**Lessor Indemnitees**") harmless against, any and all claims, actions, proceedings, damages, liabilities, costs, and expenses incurred (including, without limitation, all attorneys' fees and expenses arising in connection with each such claim, action or proceeding) from or in connection with: (i) the conduct, operation and management of the Premises or of any business therein, or any work or thing whatsoever done, or any condition created, therein or thereon; (ii) any act, omission, or negligence of Lessee or any of its sublessees or licensees or its or their partners, directors, officers, agents, employees, invitees (but only when a claim, action or proceeding is related to such invitees' presence on the Premises) or contractors; (iii) any incident, injury or damage whatsoever occurring in, at or upon the Premises; and/or (iv) any third party claim arising out of a breach or Default by Lessee in the full and prompt payment and performance of Lessee's obligations under this Lease. Notwithstanding the foregoing or anything to the contrary herein, Lessee shall not be obligated to indemnify Lessor for any loss, damage, injury or death to the extent attributable to the sole negligence or intentional misconduct of Lessor or Lessor Indemnitees; and if and to the extent that this Lease is subject to RCW Section 4.24.115, it is agreed that where liability for damages arising out of bodily injury to persons or damage to property is caused by or results from the concurrent negligence of (a) the Lessor Indemnitee or Lessor Indemnitee's agents or employees, and (b) the Lessee or its Related Parties, Lessee's obligations of indemnity under this Section 17 shall be effective only to the extent of the Lessee's negligence. Further, it is acknowledged that liability for any loss, claim, fine or penalty arising from the Release of Hazardous Substances or any violation of Environmental Laws shall be governed by the terms of Section 12 (Presence and Use of Hazardous Substances) of this Lease and not by this Section 17; and liability for property damage arising from a fire or other casualty shall be governed by Section 18 of this Lease and not by this Section 17.

17.2. *Indemnification Procedures*. If any action shall be brought against any Lessor Indemnitee in respect of which indemnity may be sought against Lessee, such Lessor Indemnitee shall promptly notify Lessee in writing and Lessee shall assume the defense thereof, including the employment of counsel and the payment of all expenses incident to such defense. Such Lessor Indemnitee shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be paid by such Lessor Indemnitee unless the employment of such counsel has been authorized by Lessee or counsel for Lessee shall have advised Lessor in writing that there exists actual or potential conflicts of interest which make representation by the same counsel inappropriate. Lessee shall not be liable for any settlement of any such action without its consent but, if any such action is settled with the consent of Lessee or if there be final judgment for the plaintiff of any such action, Lessee agrees to indemnify and hold harmless Lessor Indemnitees from and against any loss or liability by reason of such settlement or judgment.

17.3. *Waiver of Immunity Under Industrial Insurance Act*. Lessee specifically and expressly waives any immunity that may be granted Lessee under the Washington State Industrial Insurance Act, Title 51 RCW, or its successor. Further, the indemnification obligation under this Lease shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts or other employee benefits acts.

17.4. *Indemnification by Lessor*. Lessor shall indemnify and hold harmless Lessee and its Related Parties ("**Lessee Indemnitee**" or "**Lessee Indemnitees**") from and against any and all third party claims for bodily injury and/or property damage arising from or in connection with (i) any material breach by Lessor of this Lease, and (ii) any act, omission, or negligence of Lessor or any of its agents, employees, or contractors; together with all costs, expenses and liabilities incurred or in connection with each such claim or action or proceeding brought thereon, including, without limitation, all attorneys' fees and expenses at trial and upon appeal, except that (1) Lessor's

indemnity shall not apply to bodily injury, death and/or property damage attributable to the sole negligence or intentional misconduct of Lessee or Lessee Indemnitees; (2) if and to the extent that this Lease is subject to RCW Section 4.24.115, it is agreed that where liability for damages arising out of bodily injury to persons or damage to property is caused by or results from the concurrent negligence of (a) a Lessee Indemnitee or Lessee Indemnitees, and (b) the Lessor or the Lessor's agents, employees or contractors, Lessor's obligations of indemnity under this section shall be effective only to the extent of the Lessor's negligence; (3) liability for any loss, claim, fine or penalty arising from the Release of Hazardous Substances or any violation of Environmental Laws shall be governed by the terms of Section 12 (Presence and Use of Hazardous Substances) of this Lease and not by this Section 17; and (4) liability for property damage arising from a fire or other casualty shall be governed by Section 18 of this Lease and not by this Section 17.

17.5. *Lessee's Assumption of Risk and Waiver*. As a material part of the consideration to Lessor for entering into this Lease, Lessee agrees that neither Lessor nor any Lessor Party shall be liable to Lessee for, and Lessee expressly assumes the risk of and waives, releases and discharges Lessor and all Lessor Parties from any and all claims, damages, liabilities, costs and expenses of any kind or nature relating in any manner, directly or indirectly, in whole or in part, to the Premises or this Lease, whether resulting from any act or omission of Lessor or from any other cause whatsoever, including without limitation: (a) the performance of any public or quasi-public works on or near the Premises; (b) any loss or theft of, or damage to, any Improvements or personal property; (c) any act or omission of any person accessing the Premises pursuant to an easement or right of entry reserved under this Lease or implied by Applicable Law and (d) any past, present or future aspect, feature, characteristic, circumstance or condition arising out of or in connection with the Premises. Notwithstanding the foregoing, the assumption of risk and waiver and release contained in this Section 17.5 shall not apply to the extent of the negligence or willful misconduct of Lessor, its agents, employees or contractors or to the breach of this Lease in any material respect by Lessor, its agents, employees or contractors.

17.6. *Survival*. The indemnification provisions of this Section 17 shall survive the expiration or earlier termination of this Lease, and are independent of, and will not limit or be limited by, any insurance obligations in this Lease (whether or not complied with).

18. DAMAGE OR DESTRUCTION:

18.1. *Restoration Obligations*. In the event the Improvements located on the Premises or any portion thereof shall be damaged or destroyed by fire or any other insured casualty or action of the elements, or any other insured peril whatsoever ("**Casualty**"), at any time during the Term, then and in such event, unless Lessee elects to terminate this Lease in accordance with Section 17.3, Lessee will repair and restore the Improvements located on the Premises in substantially the same location and condition before damage occurred (subject to compliance with current codes and regulations).

18.2. *Insurance Proceeds*. Unless Lessee elects to terminate the Lease in accordance with the terms of Section 17.3, the proceeds of any insurance policies on the Improvements (the "**Proceeds**") actually received by Lessee from any insurance policies on the Improvements (following payment of any such Proceeds to a Permitted Leasehold Mortgagee) shall be first devoted to the repair and restoration of the damaged or destroyed Premises and the expenditure of such sum by Lessee for the restoration thereof shall be considered in full compliance with the covenant to repair and restore. Notwithstanding the foregoing, if a Permitted Leasehold Mortgagee (as defined in Section 21.2) is entitled to all or a portion of any Proceeds, Lessee shall only be deemed to have received the amount of Proceeds remaining after any such portion has been provided to the Permitted Leasehold Mortgagee.

18.3. *Lessee Termination Right*. Lessee shall be entitled to terminate this Lease if (i) the Improvements located on the Premises are damaged or destroyed to an extent exceeding fifty percent (50%) of the then fair market value of such Improvements, (ii) the Improvements located on the Premises are damaged or destroyed during the last two (2) years of the Term, or (iii) the Proceeds actually received by Lessee and available for the repair of the Improvements (following the application of Proceeds by any Permitted Leasehold Mortgagee to pay down the applicable loan) are not sufficient to complete such repair and restoration. If Lessee does not elect to terminate this Lease, Lessee shall repair and restore the Premises in the same location and condition as before damage occurred (subject to adjustment to comply with current codes and regulations). If Lessee elects to terminate this Lease, Lessee shall give Lessor written notice of such termination within one hundred twenty (120) Days of the date of damage. If

Lessee is not in Default under this Lease, any prepaid or unearned rent shall be returned to Lessee. If Lessee elects to terminate this Lease under this section, Lessee , at Lessee's cost, shall leave the Premises in a condition free of debris and other safety hazards. Further, if Lessee has Proceeds remaining following payment of any Proceeds to a Permitted Leasehold Mortgagee, Lessee, at Lessee's cost to the extent of such Proceeds, shall remove the above-ground Improvements and return a cleaned, level Premises back to Lessor.

18.4. *Reduction of Rent*. If a Casualty gives rise to a right of termination by Lessee but Lessee instead elects to repair and restore the Improvements located on the Premises or any portion thereof, Lessee shall be entitled to a pro rata reduction of Rent equal to that portion of the building or property that is unusable as a result of the damage and/or destruction and that is being restored, as determined by Lessee and approved by Lessor, which approval Lessor will not unreasonably withhold, condition or delay, commencing on the date of the applicable damage or destruction and continuing until substantial completion of the repair and restoration; provided that rent shall not be abated for a period of time exceeding twenty-four (24) months.

19. SUBORDINATION AND ATTORNMENT:

19.1. *Transfer of Lessor Interest*. Subject to Section 44 (Right of first Refusal to Purchase Premises), Lessor shall have the absolute right to sell, transfer, convey, assign, and encumber its interest in this Lease and its estate in the Premises (called "**Lessor's Interest**"), or any part thereof (including, but not limited to, Lessor's reversion), and to delegate all or any portion of its obligations hereunder, from time to time as it sees fit, without obtaining any approval from Lessee. In the event of a sale, transfer, conveyance or other termination of Lessor's interest in the Premises, and provided the purchaser or assignee assumes all of Lessor's obligations under this Lease in writing, Lessor shall be and is entirely freed and relieved of all liability of Lessor thereafter accruing.

19.2. *Attornment*. In the event that Lessor sells or assigns its interest or estate absolutely, Lessee shall be bound to the purchaser or assignee who assumes all of Lessor's obligations under this Lease in writing, and the purchaser or assignee shall be bound to Lessee, under all of the covenants, terms and conditions of this Lease for the balance of the Term with the same force and effect as if such purchaser or assignee was the Lessor under the Lease, and Lessee hereby attorns to such purchaser or assignee as its landlord, such attornment to be effective and self-operative without the execution of any further instrument on the part of either of the parties hereto immediately upon such purchaser's or assignee's succeeding to the interest or estate of Lessor. If Lessor should grant, mortgage or assign its interest in the Premises for security purposes (a "**Mortgage**") and such Mortgage is either: (1) foreclosed for any reason and Lessor's interest or estate is sold as upon execution in the manner provided by law or (2) Lessor's interest or estate is sold at public or private sale by the holder of the Mortgage ("**Mortgagee**"), Lessee shall be bound to the purchaser at such sale under all of the covenants, terms and conditions of this Lease for the balance of such term hereof remaining with the same force and effect as if such purchaser was the Lessor under the Lease, with the purchaser also being similarly bound. Specifically, on receipt of a notice from Mortgagee that Rents should be paid to Mortgagee, Lessee shall pay all Rents to Mortgagee or its designee directly. If the Mortgagee succeeds to the interest of Lessor under the Lease, Mortgagee shall not be: (i) liable for any act or omission of Lessor or any prior landlord; (ii) liable for the return of any Security Amount unless such security has been delivered to Mortgagee by Lessor or is in an escrow fund available to Mortgagee; (iii) subject to any offsets or defenses that Lessee might have against any prior landlord (including Lessor); (iv) bound by any rent or additional rent that Lessee might have paid for more than the current month to any prior landlord (including Lessor) unless such rent or additional rent has been delivered to Mortgagee by Lessor or is in an escrow fund available to Lessor; (v) bound by any amendment, modification, or termination of the Lease made without Mortgagee's consent (provided Lessee was given notice of such Mortgage and such Mortgagee's address at least thirty (30) Days prior to entering into same and provided further that Mortgagee's consent shall not be required for an amendment which documents the exercise of a right granted to Lessee hereunder, such as extension and expansion options); (vi) personally liable under the Lease, Mortgagee's liability hereunder being limited to its interest in the Premises; or (vii) bound by any notice of termination given by Lessor to Lessee without Mortgagee's prior written consent thereto (provided Lessee was given notice of such Mortgage and such Mortgagee's address at least thirty (30) Days prior to giving same). If during the pendency of foreclosure proceedings or otherwise, there is appointed by the court a receiver for the property of which the Premises are a part, Lessee hereby attorns to the receiver as its landlord during the pendency of such foreclosure proceeding, such attornment to be effective and self-operative without the execution of any further instrument on the part of either party.

19.3. *Mortgagee Opportunity to Cure*. If requested by any Mortgagee, or any ground lessor, Lessee will agree to give such Mortgagee or ground lessor, a reasonable opportunity to cure any Default by Lessor under this lease.

19.4. *Subordination*. It is expressly understood and agreed that any Mortgage on the fee interest of the Premises shall attach solely to the Lessor's Interest and shall be expressly subject and subordinate to this Lease (as it may be amended from time to time) and Lessee's rights hereunder.

20. ASSIGNMENT OR SUBLEASE:

20.1. *Assignments Requiring Consent*. Except as set forth in Sections 20.6 (Subleases) and 20.7 (Permitted Transfers), Lessee shall not assign this Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. With respect to any assignment which requires Lessor's consent pursuant to this Section 20, Lessee shall notify the Lessor in writing of any planned assignment of this Lease and the Lessor shall have up to thirty (30) Days following receipt of such notice of assignment to provide or withhold consent.

20.2. *Conditions to Approval.* Lessee agrees that it shall be conclusively presumed to be reasonable for Lessor to consider the following requirements in determining whether or not to consent to a proposed Transfer:

(a) No Event of Default shall have occurred and remain uncured under this Lease;

(b) Lessee shall have complied with all provisions of this Article 20;

(c) The use of the Premises by the transferee shall comply with the provisions of this Lease and shall not materially increase the risk of a claim under any Environmental Law as a result of any activity to be conducted by the transferee at the Premises;

(d) The proposed transferee shall be a knowledgeable developer, investor or land owner that (i) has (or has a manager or operator that has), together with its Affiliates, not less than **[Insert applicable criteria based on product type (parking or residential):** 500,000 square feet of parking facilities [or- 500 units of residential apartments] in its portfolio of real estate assets**]**;

(e) The proposed transferee shall not have filed a petition in bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation under any law or statute of any government or any subdivision within five (5) years prior to the date of the proposed Transfer;

(f) No civil or administrative judgments involving fraud or dishonesty, or criminal convictions of any kind, have been entered against the proposed transferee or its officers or managers within the five (5) years prior to the date of the proposed Transfer;

(g) The proposed transferee shall not have been a party to litigation adverse to Lessor, or the subject of any default proceedings instituted by Lessor as landlord of property leased by the proposed transferee; and

(h) The proposed transferee shall be (i) capable financially of performing Lessee's obligations under this Lease and all other obligations relating to the Premises, as reasonably determined by Lessor, or (ii) a Qualified Transferee. For purposes of this Lease, a "***Qualified Transferee***" shall mean any entity that has, together with its Affiliates, a tangible net worth of at least Twenty Million Dollars ($20,000,000.00) or total real estate holdings of at least Two Hundred Fifty Million Dollars ($250,000,000.00). Lessee shall provide Lessor with evidence reasonably acceptable to Lessor that any proposed entity qualifies as a Qualified Transferee.

20.3. *No Waiver*. The granting of consent to any assignment shall not constitute a waiver of Lessor's discretion to approve or disapprove any future request for permission to assign this Lease in accordance with the requirements of Section 20. Acceptance of Rent or other performance by Lessor following an assignment, whether or not Lessor has knowledge of such assignment, shall not constitute consent to the same nor a waiver of the requirement to obtain consent to the same.

20.4. *Continuing Lessee Liability; Financial Information*. Lessee shall be relieved of liability under this Lease accruing after the date of any assignment made in accordance with this Section 20. In connection with an assignment of this Lease that requires Lessor's consent hereunder (or for purposes of confirming the net worth or established access to capital pursuant to clause (iv) of Section 20.7), Lessee shall provide Lessor with reasonable current financial information for such assignee, which may include financial statements certified, reviewed or compiled by a certified public accountant, if available, or, in the absence thereof, a current (most recently available) balance sheet and current (most recently available) income statement certified by an officer of the assignee, reasonable evidence showing the assignee's established access to capital, or other current financial information, as may be appropriate. Lessor acknowledges that any financial information provided under this Section 20.4 with regard to a non-public company is Confidential Information (as defined in Section 39) and is to be used and disclosed only to Lessor, Lessor's attorneys and Lessor's accountants for Lessor's internal purposes. In addition, if requested by the applicable assignee to further protect the confidentiality of its financial information, Lessor agrees that Lessee (or the applicable assignee) may provide such financial information to Lessor at a designated location in Vancouver, Washington where Lessor's employees and agents will be permitted to review such financial information but shall not be entitled to make or receive copies thereof.

20.5. *Transfer Fee*. A handling and transfer fee ("**Transfer Fee**") equal to Lessor's reasonable and customary attorneys' fees, not to exceed Three Thousand and 00/100 Dollars ($3,000.00), shall be payable by Lessee to Lessor if Lessee requests that Lessor consent to a proposed assignment of this Lease. Such Transfer Fee shall be payable within sixty (60) Days of the Lessee's receipt of an invoice therefor.

20.6. *Right to Sublease*.

20.6.1. ***Subleases.*** So long as Lessee complies with the terms of this Section 20.6, Lessee shall be entitled to sublease space within the Improvements to be constructed by Lessee on the Premises (each a "**Subleased Space**") to third parties (each, a "**Subtenant**") without Lessor's prior consent or approval. Each commercial sublease ("**Sublease**") shall include the provisions set forth on Exhibit K; such provisions shall not be applicable to and are not required for any residential Sublease.

20.6.2. ***Lessor Rights and Obligations***. Further, in the event Lessee fails or refuses to pay Rent or Additional Charges when due or is otherwise in Default as defined in Section 24.2 (Default or Breach) of this Lease, Lessor shall be entitled to direct any sublessee of Lessee to pay all rental and other payments under the sublease directly to Lessor by written notice to such sublessee and without liability to the original Lessee, provided, that, (i) such amounts received will be applied to amounts owed by Lessee hereunder, with any surplus paid to Lessee, and (ii) Lessor shall only exercise such right if any Permitted Leasehold Mortgagee has not elected to exercise its remedies under Section 21 (Leasehold Mortgages) within the time periods provided therein. If any Subtenant of Lessee provides written notice to Lessor that it has entered into a Sublease for Sublease Space at the Premises and provides a notice address for Subtenant and a copy of the Sublease (which the Subtenant may redact to remove economic terms to prevent them becoming public records), then Lessor agrees to provide such Subtenant with notice of a default by Lessee hereunder. In the event Lessor elects to terminate the Lease due to a Default by Lessee, any Sublease shall automatically become a direct lease between Lessor and the Subtenant, subject to all terms and conditions of such Sublease and the terms of this Lease as properly applicable to such Subtenant, without further action by any party. Notwithstanding anything herein to the contrary herein, with respect to any Sublease covering residential uses, Lessor shall not be required to assume a Sublease that results in Lessor directly leasing to any such residential Subtenant, or receiving any rents or other amounts from such residential Subtenants, and Lessor may direct residential Subtenants to pay any such amounts to a receiver or other entity designated by Lessor. Following a default by Lessee entitling Lessor to assume residential Subleases or entitling Lessor to receive payments under any residential Subleases, Lessee shall reasonably cooperate with Lessor so as to allow Lessor to exercise its rights with respect to such residential Subtenants in compliance with laws.

20.7. *Permitted Transfers*.

20.7.1. Notwithstanding anything in this Lease to the contrary, Lessee shall have the right to assign this Lease without Lessor approval, but with written notice to Lessor, (i) prior to the issuance of a Certificate of Occupancy for the Initial Improvements and thereafter to one or more Affiliates of Lessee (for purposes of this Lease, an "**Affiliate**" shall mean any entity which is controlled by, under common control with, or controlling Lessee) or to

any joint venture entity of which Lessee or an Affiliate of Lessee is a part, (ii) at any time, to a lender or creditor, including a Permitted Leasehold Mortgagee, for security or collateral purposes. In connection with any assignment (except for an assignment pursuant to clause (ii) in the preceding sentence), the assignee shall assume the obligations of Lessee under the Lease accruing on and after the date of the assignment.

20.7.2. Further, notwithstanding anything in this Lease to the contrary, Lessee shall have the right to assign this Lease without Lessor approval, but with written notice to Lessor, following the issuance of a Certificate of Occupancy for the Initial Improvements: (a) to one or more Affiliates; (b) in connection with a sale of all or substantially all of Lessee's assets provided that the buyer is a Qualified Transferee and has the relevant experience (as defined in Section 20.7.5); (c) in connection with a public offering of Lessee or an Affiliate of Lessee; or (d) in connection with any merger, corporate reorganization or other corporate restructuring of Lessee or an affiliate of Lessee. In connection with any assignment relating to the foregoing, the assignee shall assume the obligations of Lessee and Lessee shall be released from any and all obligations under the Lease accruing on and after the date of the assignment.

20.7.3. Subject to Lessor's approval, which shall not be unreasonably withheld, conditioned or delayed, Lessee may assign this Lease to a master sublessee or to an owners' association, which transfer shall apply if and to the extent Lessee is successful in dividing Lessee's leasehold interest under the Lease into two or more commercial condominium units (each a "**Unit**") subject to the terms of this Lease and pursuant to applicable laws, rules and regulations. Subject to the following, Lessor will reasonably cooperate with Lessee's efforts to divide Lessee's leasehold interest under the Lease into Units, subject to Lessee's compliance as follows:

- Any declaration, covenants, conditions and restrictions, or similar document prepared to govern the operation, maintenance and administration of the Units shall be approved by Lessor in writing prior to recordation, which approval shall not be unreasonably withheld, conditioned or delayed (and Lessor will respond to Lessee's request for such approval within ten (10) Business Days).

- Any owners' association/master sublessee entity will coordinate the different Unit owners in a commercially reasonable manner so that there shall at all times be a single lessee under the Lease without any additional administrative burden to Lessor, unless otherwise approved by Lessor in writing.

- If and to the extent Lessee transfers a Unit interest, such transferee must have the relevant experience to operate the improvements constructed and operated upon the Unit so transferred. Prior to the effective date of any transfer of a Unit, Lessee shall provide to Lessor written notice and reasonable evidence confirming that the proposed operator of the Unit at issue has the relevant experience and such transfer is in compliance with the terms of this Lease, including the terms and conditions of this Section 20.7.

- This Lease shall at all times remain in full force and effect and shall be and remain binding upon each Unit as a superior right, and each Unit shall be subject to, and shall be operated in accordance with the terms and conditions of this Lease.

20.7.4. Lessee shall not file or record a residential condominium declaration against the Building or Land or sell or enter into an agreement to sell any apartment unit or any other portion of the Buildings as individual residential condominium units or permit any part of the Premises to be converted to or operated as a cooperative whereby the tenants or occupants thereof participate in the management or control of the Premises.

20.7.5. As referenced herein, "**relevant experience**" shall mean that the buyer, owner, developer or operator of a particular product type (i.e., retail, multifamily, office, as applicable) shall have the following experience: (a) with respect to a commercial or retail project, the buyer, owner, developer, operator or their respective Affiliates shall have owned, developed or operated at least five (5) commercial or retail projects measuring no less than ten thousand (10,000) square feet each; (b) with respect to a multifamily or mixed use multifamily project, the buyer, owner, developer, operator or their respective Affiliates shall have owned or operated at least five (5) multifamily or multifamily mixed use projects with at least fifty (50) units each; and (c) with respect to any office or

mixed used office project, the buyer, owner, developer, operator or their respective Affiliates shall have owned or operated at least five (5) office or mixed use office projects measuring no less than fifty thousand (50,000) square feet; and (d) with respect to any garage with more than twenty-five (25) parking spaces, the buyer, owner, operator or their respective Affiliates shall have owned or operated at least five (5) garages (which may include retail portions) measuring no less than thirty thousand (30,000) square feet.

21. LEASEHOLD MORTGAGES:

21.1. *Right to Mortgage Lease*. Lessee shall have the right, in addition to any other rights granted and without any requirement to obtain Lessor's consent, to mortgage or grant a security interest in Lessee's interest in this Lease, the Premises and the Improvements, and in any Subleases, under one or more leasehold mortgages or pursuant to a sale-leaseback financing arrangement to one or more Lending Institutions (as defined in Section 21.2) and/or under one or more purchase-money leasehold mortgages to a Lending Institution, and to assign this Lease and any Subleases to a Lending Institution as collateral security for such leasehold mortgages or pursuant to the sale-leaseback financing arrangement, on the condition that all rights acquired under such leasehold mortgages or pursuant to the sale-leaseback financing arrangement shall be subject to each and all of the covenants, conditions, and restrictions set forth in this Lease and to all rights and interests of Lessor, none of which covenants, conditions, restrictions, rights, or interests is or shall be waived by Lessor by reason of the right given to mortgage or grant a security interest in Lessee's interest in this Lease and the Premises and the Improvements, except as expressly provided otherwise. Lessor agrees to modify this Lease, or execute a Lessor estoppel certificate, as may be reasonably required by any Permitted Leasehold Mortgagee (defined below); provided, in no event shall same require Lessor to subordinate its interest in this Lease or its fee title ownership of the Premises to any Permitted Leasehold Mortgage or materially adversely affect the benefit of Lessor's economic bargain under this Lease; provided further, that additional or extended notice provisions with regard to the Leasehold Mortgagee shall not be considered to materially adversely affect the benefit of Lessor's economic bargain under this Lease.

21.2. *Permitted Leasehold Mortgage; Lending Institution*. Any debt financing arrangement made pursuant to this Section 21, including a mortgage or sale-leaseback financing transaction, is referred to as a "**Permitted Leasehold Mortgage**", and the holder of or secured party under a Permitted Leasehold Mortgage is referred to as a "**Permitted Leasehold Mortgagee**". The Permitted Leasehold Mortgage that is prior in lien or interest among those in effect is referred to as the "**First Leasehold Mortgage**", and the holder of or secured party under the First Leasehold Mortgage is referred to as the "**First Leasehold Mortgagee**". For the purposes of any rights created under this section, any so-called wraparound lender that is a Lending Institution shall be considered a First Leasehold Mortgagee. If a First Leasehold Mortgage and a Permitted Leasehold Mortgage that is second in priority in lien or interest among those in effect are both held by the same Permitted Leasehold Mortgagee, the two Permitted Leasehold Mortgages are collectively referred to as the "**First Leasehold Mortgage**". A "**Permitted Leasehold Mortgage**" includes, without limitation, mortgages and trust deeds as well as financing statements, security agreements, sale-leaseback instrumentation, and other documentation that the lender may require. The words "**Lending Institution**", as used in this Lease, means (1) a bank (state, federal or foreign), trust company (in its individual or trust capacity), insurance company, credit union, savings bank (state or federal), pension, welfare or retirement fund or system, real estate investment trust (or an umbrella partnership or other entity of which a real estate investment trust is the majority owner), real estate investment fund, federal or state agency regularly making or guaranteeing mortgage loans, investment bank, subsidiary of a Fortune 500 company (such as General Electric Capital Corporation), real estate mortgage investment conduit, or securitization trust; (2) any issuer of collateralized mortgage obligations or any similar investment entity (provided that either (a) at least some interests in such issuer or other entity or loans held by them are publicly traded or (b) such entity was or is sponsored by an entity that otherwise constitutes a Lending Institution or has a trustee that is, or is an Affiliate of, any entity that otherwise constitutes a Lending Institution), or any Person acting for the benefit of or on behalf of such an issuer; (3) any Person actively engaged in commercial real estate financing and having total assets (on the date when its Leasehold Mortgage is executed and delivered, or on the date of such Leasehold Mortgagee's acquisition of its Leasehold Mortgage by assignment, but excluding the value of any Leasehold Mortgage encumbering this Lease) of at least One Hundred Million and 00/100 Dollars ($100,000,000.00); (4) any Person that is a wholly owned subsidiary of or is a combination of any one or more of the foregoing Persons; or (5) any of the foregoing when acting as trustee, agent, or administrative agent for other lender(s) or investor(s), whether or not such other lender(s) or investor(s) are themselves Lending Institutions. The fact that a particular Person (or any Affiliate of such Person) is a partner, member, or other investor of the then Lessee shall not preclude such Person from being a Lending Institution and a Leasehold Mortgagee provided that: (x) such entity has,

in fact, made or acquired a *bona fide* loan to Lessee secured by a Leasehold Mortgage or is a Mezzanine Lender; (y) such entity otherwise qualifies as Lending Institution and a Leasehold Mortgagee (as applicable); and (z) at the time such entity becomes a Leasehold Mortgagee, no Event of Default exists under this Lease, unless simultaneously cured.

21.3. *Mortgagee Protections*. So long as a Permitted Leasehold Mortgagee has Permitted Leasehold Mortgage of record and such Permitted Leasehold Mortgage remains unsatisfied of record or until written notice of satisfaction is given by the holder to Lessor, the following provisions shall apply (in respect of such Permitted Leasehold Mortgage), notwithstanding anything else to the contrary set forth herein:

21.3.1. ***Termination of Lease***. Except as expressly provided otherwise below, a Leasehold Mortgagee shall not be bound by any cancellation, termination, surrender, acceptance of surrender, amendment, or modification of this Lease without in each case the prior consent in writing of the Permitted Leasehold Mortgagee. Nor shall any merger result from the acquisition by, or devolution upon, any one entity of the fee and the leasehold estates in the Premises.

21.3.2. ***Notice of Default***. Lessor shall, upon serving Lessee with any notice, whether of Default or any other matter, simultaneously serve a copy of such notice on the Permitted Leasehold Mortgagee, and no such notice to Lessee shall be deemed given unless a copy is so served on the Permitted Leasehold Mortgagee in the manner provided in this Lease for giving notices.

21.3.3. ***Right to Cure***. In the event of any Default by Lessee under this Lease, each Permitted Leasehold Mortgagee has the same period as Lessee has, plus thirty (30) Days, after service of notice on it of such Default, to remedy or cause to be remedied or commence to remedy and complete the remedy of the Default complained of for such default, and Lessor shall accept such performance by or at the instigation of such Permitted Leasehold Mortgagee as if the same had been done by Lessee. Each notice of non-monetary Default given by Lessor will state the nature of such Default and what, if any, Rent or Additional Charges are then claimed to be in default.

21.3.4. ***Delay in Termination***. Intentionally Omitted.

21.3.5. ***Additional Insured***. Lessor agrees that the name of the Permitted Leasehold Mortgagee may be added to the "**Loss Payable Endorsement**" of any and all insurance policies required to be carried by Lessee or Lessor.

21.3.6. ***Other Covenants Benefitting Permitted Leasehold Mortgagees***.

21.3.6.1. Nothing contained in this Lease requires the Permitted Leasehold Mortgagee or its nominee to cure any Default that occurs as a result of the status of Lessee, such as Lessee's bankruptcy or insolvency, or to discharge any lien, charge, or encumbrance against Lessee's interest in this Lease junior in priority to the lien of the Permitted Leasehold Mortgage.

21.3.6.2. The First Leasehold Mortgagee shall be given notice of any arbitration or other proceeding or dispute by or between the parties and shall have the right to intervene and be made a party to any such arbitration or other proceeding. In any event, each Permitted Leasehold Mortgagee shall receive notice of, and a copy of, any award or decision made in the arbitration or other proceeding.

21.3.6.3. Any award or payment in condemnation or eminent domain in respect of the Improvements shall be paid to the First Leasehold Mortgagee for the benefit of the parties and applied in the manner specified in this Lease.

21.3.6.4. No fire or casualty loss claims shall be settled and no agreement will be made in respect of any award or payment in condemnation or eminent domain without in each case the prior written consent of the First Leasehold Mortgagee.

21.3.6.5. Except as otherwise provided in this Section 21, no liability for the payment of Rent or Additional Charges or the performance of any of Lessee's covenants and agreements shall attach to or be imposed on the Permitted Leasehold Mortgagee (other than any obligations assumed by the Permitted Leasehold Mortgagee), all such liability (other than any obligations assumed by the Permitted Leasehold Mortgagee) being expressly waived by Lessor.

21.3.6.6. Lessor, within ten (10) Days after request in writing by Lessee or any Permitted Leasehold Mortgagee, shall furnish a written statement, duly acknowledged, that this Lease is in full force and effect and unamended, or if there are any amendments, such statement will specify the amendments, and that there are no Defaults by Lessee that are known to Lessor, or if there are any known Defaults, such statement shall specify the Defaults Lessor claims exist.

21.3.6.7. No payment made to Lessor by any Permitted Leasehold Mortgagee shall constitute agreement that such payment was, in fact, due under the terms of this Lease; and the Permitted Leasehold Mortgagee having made any payment to Lessor pursuant to Lessor's wrongful, improper, or mistaken notice or demand shall be entitled to the return of any such payment or portion, provided it shall have made demand not later than one year after the date of its payment.

21.3.6.8. Lessor, on request, shall execute, acknowledge, and deliver to each Permitted Leasehold Mortgagee an agreement prepared at the sole cost and expense of Lessee, in form satisfactory to the Permitted Leasehold Mortgagee and Lessor, among Lessor, Lessee, and the Permitted Leasehold Mortgagee, agreeing to all the provisions of this Section 21.

21.3.6.9. Lessor shall at no time be required to subordinate its fee simple interest in the Premises to the lien of any leasehold mortgage, nor to mortgage its fee simple interest in the Premises as collateral or additional security for any leasehold mortgage. Lessor shall attorn to any Permitted Leasehold Mortgagee or any other person who becomes Lessee by, through, or under a Permitted Leasehold Mortgage.

21.3.6.10. Any right of Lessor to terminate this Lease by reason of a Default (other than a Default in the payment of Rent or Additional Charges under Section 25.3 or the failure to maintain insurance as required by Sections 15.1 through 15.5.5) shall be postponed so long as a Permitted Leasehold Mortgagee is actively engaged in steps to acquire the Lessee's ground lease estate either by foreclosure or deed-in-lieu of foreclosure. After any such foreclosure or deed-in-lieu of foreclosure by a Permitted Leasehold Mortgage or an affiliate of a Permitted Leasehold Mortgagee, any right of Lessor to terminate this Lease by reason of a Default (other than a Default in the payment of Rent or Additional Charges under Section 25.3 or the failure to maintain insurance as required by Sections 15.1 through 15.5.5) shall be postponed so long as such foreclosure purchaser or deed-in-lieu transferee (the "**Foreclosure Purchaser**") remains actively engaged in steps to market or sell the Lessee's interest in this Lease to a prospective transferee meeting the requirements set forth in Section 20 of the Lease (the "**First Transferee**"); provided, however, (a) the postponement of the right of Lessor to terminate this Lease pursuant to this Section 21.3.6.10 shall expire upon the date that a First Transferee becomes the Lessee under this Lease (provided that such First Transferee and its successors and assigns shall continue to be afforded the cure rights provided in this Lease and, in any case, a reasonable opportunity to cure any existing Defaults after such First Transferee becomes the Lessee under this Lease) and (b) for the avoidance of doubt, any third party purchaser of the Lessee's interest in this Lease (i.e., a purchaser which is not a Permitted Leasehold Mortgagee or an affiliate of a Permitted Leasehold Mortgagee) shall be deemed to be a First Transferee rather than a Foreclosure Purchaser for purposes of this Section 21.3.

21.3.6.11. The acquisition of the Lessee's interest in this Lease by any person pursuant to the remedial provisions under a Permitted Leasehold Mortgage (or a deed-in-lieu thereof) shall be deemed to be a Permitted Transfer under this Lease.

21.3.6.12. A Permitted Leasehold Mortgagee or its nominee shall be entitled to a new lease as described in Section 21.3.7 in any circumstance where this Lease is terminated (and to the extent Lessor or any party acting with respect to Lessor seeks to reject this Lease in a bankruptcy or insolvency proceeding, Lessee shall be deemed to have elected to retain the Lease and the Permitted Leasehold Mortgagee shall be entitled to seek, on Lessee's behalf, the retention of the Lease.) Pursuant to Section 21.3.7.4 below, Lessor shall not be deemed to warrant

possession of the Premises or the Improvements to Lessee with respect to any residual claims by the original Lessee under this Lease but shall otherwise provide the identical warranties of possession provided in the original Lease.

21.3.6.13. Any of Lessor, Lessee, or a Permitted Leasehold Mortgagee may record or file a Memorandum of any estoppel certificate or other agreement required by such Permitted Leasehold Mortgagee of public record, and such recordation or filing shall not be deemed to be a default or Default under this Lease.

21.3.7. ***New Lease***. Lessor agrees that in the event of termination of this Lease by reason of any Default by Lessee, Lessor will enter into a new lease of the Premises with the Permitted Leasehold Mortgagee or its nominee, for the remainder of the Term, effective on the date of such termination, at the Rent and Additional Charges and on the terms, provisions, covenants, and agreements contained in this Lease and subject only to the same conditions of title as this Lease is subject to on the date this Lease is executed, and to the rights, if any, of any parties then in possession of any part of the Premises, provided that Permitted Leasehold Mortgagee will get the benefit of all of the terms set forth in this Section 21.3 and the following:

21.3.7.1. The Permitted Leasehold Mortgagee or its nominee shall make written request on Lessor for such new lease within thirty (30) Days after the date of termination indicated in the notice of termination given to Permitted Leasehold Mortgagee and such written request shall be accompanied by payment to Lessor of Rent and Additional Charges then due to Lessor under this Lease.

21.3.7.2. The Permitted Leasehold Mortgagee or its nominee shall pay to Lessor, at the time the new lease is executed and delivered, any and all Rent and Additional Charges that would be due at the time of the execution and delivery of the new lease pursuant to this Lease but for such termination, and in addition any expenses, including reasonable attorneys' fees, to which Lessor shall have been subjected by reason of such Default.

21.3.7.3. The Permitted Leasehold Mortgagee or its nominee shall ensure that any security and guaranty(ies) are in full force and effect, and shall perform and observe all covenants contained in this Lease on Lessee's part to be performed and further shall remedy any other conditions that Lessee under the terminated Lease was obligated to perform, other than an obligation on the part of Lessee to construct or build; and upon execution and delivery of such new lease, any security that may have been assigned and transferred previously by Lessee to Lessor, as security under this Lease, shall then be held by Lessor as security for the performance of all the obligations of Lessee under the new lease.

21.3.7.4. Such new lease shall be expressly made subject to the rights, if any, of Lessee under the terminated Lease.

21.3.7.5. Lessee under such new lease shall have the same right, title, and interest in and to the Improvements on the Premises as Lessee had under the terminated Lease.

22. LESSEE'S CERTIFICATE; LESSOR'S CERTIFICATE: Lessee shall at any time and from time to time without charge, and within twenty (20) Days after written request therefor by Lessor, complete, execute, and deliver to Lessor a written statement concerning the terms of this Lease, whether it is in full force and effect, if there are any Defaults hereunder, and such other information as may be required by Lessor, but only as typically provided in an estoppel certificate. Lessor shall at any time and from time to time without charge, and within twenty (20) Days after written request therefor by Lessee, complete, execute, and deliver to Lessee a written statement concerning the terms of this Lease, whether it is in full force and effect, if there are any Defaults hereunder, and such other information as may be required by Lessee, but only as typically provided in an estoppel certificate.

23. LESSOR'S LIEN AND SECURITY INTEREST: Lessor hereby reserves its statutory lien right in all Improvements on the Premises for Rent. Lessor hereby waives its statutory lien right in all furniture, fixtures, equipment or other personal property located on the Premises.

24. LIENS: Except as allowed pursuant to Section 21, Lessee shall keep the Premises and Lessee's leasehold interest therein free and clear of, and shall indemnify, defend and hold harmless Lessor against, all monetary liens, charges, mortgages, and encumbrances (collectively, "Liens") which may result from any act or neglect of Lessee,

including, but not limited to, liens for utility charges and mechanics and materialman liens, and all expenses in connection therewith, including attorneys' fees; it being expressly agreed that Lessee or any transferee, assignee, delegate or sublessee shall have no power or authority to create any such Lien, except with the prior written approval of Lessor. Nothing herein shall prevent Lessee from contesting or litigating any Lien not believed by Lessee to be valid, providing that (i) such contest will not expose Lessor to civil or criminal liability, fine or penalty, (ii) such contest will not subject the Premises to sale, forfeiture, foreclosure or interference, and (iii) Lessee provides to Lessor security, reasonably satisfactory to Lessor against any loss or injury by reason of such contest, such as a lien release bond, and prosecutes the contest with due diligence.

24.1 *Lessor's Interests*. In no event shall Lessor's fee interest in the Premises or reversionary interest in the Improvements (collectively, "**Lessor's Interest**"), be subject or subordinate to any Lien.

24.2 *Lessor's Right to Cause Release of Liens*. If Lessee does not cause any Lien encumbering Lessor's Interest that Lessee does not contest in accordance with this Section to be released of record by payment or posting of a proper bond or insured over within thirty (30) days following the imposition of such Lien, Lessor shall have the right, but not the obligation, to cause the Lien to be released by any means Lessor may deem appropriate, and the amount paid by Lessor, together with Lessor's reasonable administrative fees, plus interest at the twelve percent (12%) per annum from the date of payment by Lessor, shall be additional Rent, immediately due and payable by Lessee to Lessor upon demand.

25. DEFAULT OR BREACH: Time is of the essence of this Lease. Each of the following events shall constitute a default of this Lease ("Default"):

25.1. *Bankruptcy*. If Lessee, or any successor or assignee of Lessee while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any Bankruptcy Act, or shall voluntarily take advantage of any such Act by answer or otherwise, or shall make an assignment for the benefit of creditors.

25.2. *Insolvency Proceedings*. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within one hundred twenty (120) Days after the institution or appointment, which period may be reasonably extended provided full Rent and Additional Charges are being paid to Lessor.

25.3. *Late Rent*. If Lessee shall fail to pay to Lessor Rent or Additional Charges within ten (10) Days after Lessor sends notice that same is past due.

25.4. *Prohibited Transfer*. If this Lease or the interest of Lessee under this Lease shall be assigned, sublet or otherwise transferred to or shall pass to or devolve on any other person or party, voluntarily or involuntarily, except in the manner expressly permitted in this Lease, and such transaction is not unwound or approved in writing by Lessor within thirty (30) Days after written notice from Lessor.

25.5. *Non-Monetary Default*. If Lessee shall fail to perform or comply with any other term or condition of this Lease, and if the non-performance shall continue for a period of thirty (30) Days after notice of non-performance given by Lessor to Lessee or, if the performance cannot be reasonably accomplished within the thirty (30) Day period, Lessee shall not in good faith have commenced performance or cure within the thirty (30) Day period and shall not diligently proceed to completion of performance. Lessee shall be deemed to be diligently proceeding to completion of performance and such performance shall be deemed to be within a reasonable time thereafter if the Lessee is undertaking steps with reasonable diligence and continuity in order to remedy such non-monetary default. Without limitation to the foregoing, if the non-monetary default at issue relates to the passage of any Project deadline, the requirement of undertaking steps "with reasonable diligence and continuity" shall be deemed to be satisfied so long as the Lessee is actively engaged in the planning, permitting, bidding, contracting or construction processes related to the objective of completing the Project.

26. EFFECT OF DEFAULT: In the event of any Default by Lessee under this Lease, Lessor shall have the following rights and remedies:

26.1. *Injunction*. In the event of any Default by Lessee or any person claiming under, by, or through Lessee, or any threatened or attempted Default by such person, Lessor shall be entitled to an injunction against such person enjoining such Default. Nothing herein contained precludes Lessor from pursuing any other remedies available hereunder or at law or equity to Lessor for such breach, including eviction and the recovery of damages.

26.2. *Termination*. Lessor shall have the right to terminate this Lease, as well as all right, title and interest of Lessee under this Lease, by giving to Lessee not less than ninety (90) Days' prior written notice of the termination effective on a date specified in the notice. No act of Lessor or its agents shall be deemed a termination of this Lease and no agreement of Lessor to terminate this Lease shall be valid, effective, or enforceable unless in writing and signed by Lessor or its agent. On the termination date specified in the notice, unless the Default is cured by Lessee before such date, this Lease, and the right, title and interest of Lessee under this Lease, shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if such termination date was the end of the Term originally set forth in this Lease. On termination, Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the Premises and expenses if any to repair damage in order to lease the Premises.

26.3. *Performance*. Lessor may elect, but shall not be obligated, to make any payment required of Lessee in this Lease or to comply with any agreement, term, or condition required by this Lease to be performed by Lessee. Lessor shall have the right to enter the Premises for the purpose of curing any such Default and to remain until the Default has been cured. In either case, Lessor may charge to Lessee as Additional Charges the amount of such payment or the cost of such compliance or cure, together with interest thereon at the Interest Rate from the date of such payment. Any such cure by Lessor shall not be deemed to waive or release the Default of Lessee or the right of Lessor to take any action as may be otherwise permissible under this Lease in the case of any Default.

26.4. *Appointment of Receiver*. Lessor may (i) collect, or appoint a designee to collect, rent from Lessee and its sublessees as permitted under, and in accordance with, Section 20.6.2, and (ii) seek to procure pursuant to applicable law a receiver to take possession of the Premises subject to the rights of Lessee's Subtenants. Proceedings for the appointment of a designee by Lessor pursuant to clause (i) above, or the appointment of a receiver pursuant to clause (ii) above, including the actions taken by any such receiver pursuant to applicable law, shall not terminate and forfeit this Lease, unless Lessor has given written notice of termination to Lessee as provided in this Lease.

26.5. *Damages*. Lessor shall be entitled to recover damages from Lessee for any Default by Lessee, without prejudice to any of Lessor's other rights or remedies hereunder or at law or equity, including Lessor's right to terminate this Lease. If this Lease is terminated for any reason, Lessee's liability to Lessor for damages shall survive such termination. In the event of termination as a result of any Default by Lessee, Lessor shall be entitled to recover immediately without waiting until the due date of any future Rent and/or Additional Charges or until the date fixed for expiration of the Term, the following amounts as damages determined as of the date of termination:

26.5.1. ***Past Due Amounts***. Any Rent, Additional Charges and late charges due under the Lease as of the date of termination, together with interest thereon at the Interest Rate from the date each sum became due through the date of termination;

26.5.2. ***Present Value of Future Obligations***. Any excess of the value of all of Lessee's obligations under this Lease, including the obligation to pay Rent and Additional Charges, from the date of termination until the end of the Term remaining immediately prior to such Termination, over the reasonable rental value of the Premises for the same period figured as of the date of termination, plus the loss of reasonable rental value of the Premises as of the end of the Term resulting from Lessee's Default, the net result to be discounted to the date of termination at the rate of six percent (6%) per annum;

26.5.3. ***Reentry and Reletting Costs***. The reasonable costs of re-entry and re-letting including, without limitation, the cost of any clean-up, refurbishing, removal of Lessee's property and fixtures, and any other expense occasioned by Lessee's failure to quit the Premises upon termination or to leave them in the required condition, and any remodeling costs, broker commissions and advertising costs, together with interest thereon at the Interest Rate from the date such costs are incurred by Lessor until paid; and

26.5.4. ***Other Damages Permissible***. Any other damages recoverable at law, in equity or under this Lease, including, but not limited to, any doubling of damages permitted under RCW 59.12.170; provided, however, in no event shall Lessee be responsible for lost profits (except for present value of future rent pursuant to Section 26.5.2), or for consequential, special or punitive damages.

The foregoing damages shall bear interest at the Interest Rate from the termination date until paid.

26.6. *Lessor's Rights Cumulative*. Lessor's rights and remedies shall be cumulative and may be exercised and enforced concurrently. Any right or remedy conferred upon Lessor under this Lease shall not be deemed to be exclusive of any other right or remedy it may have. In the event of a Default in the payment of Additional Charges, Lessor shall have all the rights and remedies provided at law, in equity or in this Lease for a Default in the payment of Rent.

26.7. *Default by Lessor*. Before Lessee may declare a default by Lessor, Lessee shall give Lessor written notice of the specific failure of Lessor's obligations hereunder and thirty (30) Days from the receipt of such written notice in which to cure the alleged failure; provided however, that if such failure cannot reasonably be cured within such thirty (30) Day period, then Lessor shall promptly undertake and diligently pursue such curative performance to completion, all within a reasonable time. If Lessor fails to cure any such default within the time period or to diligently pursue such cure to completion, Lessee shall have all the rights and remedies provided at law, in equity or in this Lease, which rights shall be cumulative and may be exercised and enforced concurrently. Any right or remedy conferred upon Lessee under this Lease shall not be deemed to be exclusive of any other right or remedy it may have. Without limiting the generality of the foregoing, if Lessor fails to perform (or commence to perform and diligently pursue) any obligation of Lessor under this Lease within thirty (30) Days following Lessee's written notice to Lessor thereof, then Lessee may proceed to take the required action upon delivery to Lessor of an additional five (5) Days' notice specifying that Lessee is taking such required action (provided, however, that such additional notice shall not be required in the event of an emergency). If such action is not taken by Lessor within said five (5) Day period, then Lessee shall be entitled to take such action and to offset against Rent next coming due under this Lease, all costs and expenses incurred by Lessee in connection with such action.

27. CONDEMNATION OR TERMINATION BY COURT ORDER:

27.1. *Condemnation*. If all or any part of the Premises are condemned by any public body, Lessor may, at its option, terminate this Lease as of the date of such taking, provided, however, such termination shall not be effective if Lessee believes that it can continue to operate the Improvements, in which case Rent shall be reduced to account for any part so taken. If the Lease is terminated and if Lessee is not in Default under any of the provisions of this Lease on said date, any Rent prepaid by Lessee shall be promptly refunded to Lessee. Upon such termination, the entire estate and interest of Lessee in the Premises shall cease and Lessee shall have no further rights or obligations hereunder.

27.2. *Performance Prevented by Condemnation*. If any court having jurisdiction in the condemnation matter shall render a decision which has become final and which will prevent the performance by Lessor or Lessee of any of its respective obligations under this Lease, then either party hereto may terminate this Lease by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination) shall thereupon terminate. If Lessee is not in Default under any of the provisions of this Lease on the effective date of such termination, any Rent or Additional Charges prepaid by Lessee shall, to the extent allocable to any period subsequent to the effective date of termination, be promptly refunded to Lessee.

27.3. *Condemnation Proceeds*. In every case of taking or sale of the Premises, or any part thereof, the parties shall share in the compensation as their interests may appear. For avoidance of doubt, Lessor shall receive the value of the land treated as unimproved and unencumbered by this Lease, and Lessee shall receive the value of the leasehold estate created by this Lease and the value of the Project.

27.4. *No Condemnation by City*. During the entirety of the Term, Lessor shall not condemn all or any part of the Premises.

28. HOLDING OVER: If Lessee for any reason shall hold over after the expiration of this Lease, without written consent by Lessor, such holding over shall not be deemed to operate as a renewal or extension of this Lease, but shall only create a tenancy terminable at will at any time by Lessor. In this event the Rent owing from Lessee to Lessor shall equal one hundred fifty percent (150%) of the Rent during the last month prior to the holdover period, unless otherwise agreed. If Lessee, with written consent of Lessor, holds over after the expiration or sooner termination of this Lease, the resulting tenancy shall be on a month-to-month basis, upon agreed upon Rent terms. Lessee shall continue to be bound by all other pertinent provisions of this Lease.

29. SURRENDER OF PREMISES: Upon expiration or earlier termination of this Lease, Lessee shall promptly surrender possession of the Premises, and shall deliver all keys that it may have to any and all parts of the Premises. The Premises, along with all Improvements made pursuant to this Lease, shall be surrendered to Lessor in good condition, reasonable wear and tear excepted, and in the state of repair and maintenance required by the terms of Section 14.1 (Lessee Maintenance Obligations) of this Lease, ordinary wear and tear and casualty excepted ("**Surrender Condition**"), provided, however, (i) that in the event of a casualty, Lessee will surrender the Premises and Improvements in the condition required under Section 18 (Damage or Destruction) of the Lease, and (ii) Surrender Condition shall not mean or include upgrades or any capital repairs or replacements to systems or structure of the Improvements, unless and to the extent the need for such capital repairs or replacements arises directly due to Lessee's failure to maintain the Improvements as required under Section 14.1. Prior to the turnover of the Premises to Lessor upon expiration or earlier termination of the Lease, representatives of Lessor and Lessee (which representatives may include contractors, vendors or other building experts), shall upon the written request of either, and subject to the terms of Section 13.1 (Access Rights), jointly conduct a walk-through of the Premises. In addition, Lessee, promptly following Lessor's written request therefor, shall deliver to Lessor copies of Maintenance Records for a period of no less than five (5) years prior to the applicable expiration or earlier termination date as required under Section 14.1. Concurrently with surrender of the Premises, Lessee shall surrender to Lessor any Fixtures owned by Lessee which is located at the Premises and is used in the operation and management of the Premises for the Permitted Use, in its then-current "AS-IS" condition. Notwithstanding the foregoing, it is expressly understood and agreed that any Fixtures owned by Subtenants shall be governed by the terms of the applicable Subleases.

30. JOINT AND SEVERAL LIABILITY:

30.1. *Joint and Several Liability*. Each and every party who signs this Lease, other than in the representative capacity, as Lessee, shall be jointly and severally liable hereunder.

30.2. Meaning of Lessee. It is understood and agreed that for convenience the word "**Lessee**" and verbs and pronouns in the singular number and neuter gender are uniformly used throughout this Lease, regardless of the number, gender or fact of incorporation of the party who is, or of the parties who are, the actual Lessee or Lessees under this Lease. In construing this Lease, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to entities and individuals.

31. OWNERSHIP OF LAND, IMPROVEMENTS AND ALTERATIONS. The Land shall continue to be owned by Lessor. All Improvements shall be owned by and the property of Lessee during, and only during, the Term and no longer. Lessee may from time to time replace the Improvements and any Alterations, provided that the replacements for such items are of equivalent or better value and quality than the Improvements at the time the replacement or Alterations are made, and such items are free from any liens and encumbrances except for equipment leases and any other financings expressly permitted hereunder. Upon any termination of this Lease, whether by reason of the expiration of the Term hereof, or pursuant to any provision hereof, or by reason of any other cause whatsoever, all of Lessee's right, title and interest in the Improvements and any alterations thereto shall cease and terminate, and title to the Improvements shall immediately vest in Lessor. No further deed or other instrument shall be necessary to confirm the vesting in Lessor of title to the Improvements. However upon any termination of this Lease, Lessee, upon written request of Lessor, shall execute, acknowledge and deliver to Lessor a quitclaim deed confirming that all of Lessee's rights, title and interest in the Improvements has expired and that title thereto has vested in Lessor. Notwithstanding the foregoing, the ownership and disposition of all personal property, trade fixtures and improvements installed by any subtenants of the Premises shall be as provided in their subleases.

32. CAPTIONS AND PARTICULAR PROVISIONS:

32.1. The captions in this Lease are for convenience only and do not in any way limit or amplify the provisions of this Lease.

32.2. If any term or provision of this Lease or the applications thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

32.3. In construing or interpreting this Agreement, (a) singular pronouns and nouns shall be taken to mean and include the plural, and the plural shall be taken to mean and include the singular, and the masculine pronoun shall be taken to mean and include the feminine and the neuter, as the context may require, (b) "shall" means mandatory and imperative, and (c) "including" means including without limitation.

33. NON-DISCRIMINATION: Lessee agrees that in the performance of this Lease that it will not discriminate by segregation or otherwise against any person or persons because of sex, race, creed, age, color or national origin.

34. NOTICES: Any and all notices which either Party desires or may be required to make or deliver to the other pursuant to this Lease shall be in writing and may be delivered, with all applicable delivery and postage charges prepaid, by: (a) personal delivery or messenger; (b) nationally recognized overnight courier service (such as FedEx); (c) certified mail or registered United States mail, return receipt requested; or (d) e-mail, if simultaneously sent by another means allowed hereunder, and sent to the applicable address set forth in Section 1.13 or to such other address as either party hereto may hereafter from time to time designate in writing. Notices shall be deemed received by the addressee upon the earlier of actual delivery or refusal of a party to accept delivery thereof as evidenced by the records of the delivery or courier service or by the signed return receipt, as applicable. Notwithstanding the foregoing, notices sent by email shall be deemed given on the date received if and only if delivered prior to 6:00 p.m. Pacific Time and if simultaneously sent by another means allowed hereunder. Notices may be given by counsel to a party on behalf of such party. Lessee shall also provide information to Lessor regarding Lessee's billing address if it is different from the notice listed above.

35. ATTORNEYS' FEES AND COURT COSTS: If either of the parties hereto shall bring any action or proceeding against the other to enforce compliance with any of the terms of this Lease, the prevailing party in such action or proceeding shall be entitled to recover from the party prevailed against all reasonable attorneys' fees, together with all costs and expenses incurred in connection with such actions, including the reasonable cost of searching the records to determine the condition of title at the time suit is commenced. The "prevailing party" shall be determined by the ultimate arbiter of the dispute in accordance with Washington law.

36. HEIRS AND ASSIGNS: All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall inure to the benefit of and bind the heirs, executors, administrators, successors and, so far as this Lease is assignable by the terms hereof, to the assigns of such parties. Nothing herein shall or is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.

37. WAIVER: Neither party shall be deemed to have waived any rights under this Lease unless the waiver is given in writing and signed by that party. No delay or omission on the part of either party in exercising any right shall operate as a waiver of the right or any other right. A waiver by either party of a provision of this Lease shall not prejudice or constitute a waiver of that party's right otherwise to demand strict compliance with that provision or any other provision of this Lease. No prior waiver by either party shall constitute a waiver of any of that party's rights or of any of the other party's obligations as to any future transactions.

38. ENTIRE AGREEMENT: This Lease contains the entire agreement between the parties and supersedes all prior agreements. Each party represents that no promises, representations or commitments have been made by the other as a basis for this agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Lease executed with all necessary legal formalities by City Council. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted.

39. CONFIDENTIALITY: To the extent permitted by applicable law, including without limitation Chapter 42.56 RCW and any subsequent revision and amendments thereto, the parties agree to keep confidential the terms and conditions of this Lease and any financial information, reports, studies or other documentation relating to Lessee, the Premises or the Project (collectively, "**Confidential Information**") for a period of five (5) years following the expiration or other termination of this Lease. Notwithstanding the foregoing. Lessee shall have the right to make disclosures of Confidential Information to Lessee's members, existing and potential capital partners and lenders, and Lessee's and their respective employees, partners, members, permitted assignees, Affiliates and independent contractors, including but not limited to consultants, financial planners, outside counsel, and experts who (i) have a need to know such Confidential Information as necessary to evaluate the Project and perform their responsibilities under or in connection with this Lease or the development or financing of the Project, (ii) are made aware that Confidential Information must be kept confidential according to (and may not be distributed or used in accordance with) this Lease, and (iii) have an enforceable legal or fiduciary obligation to keep such Confidential Information confidential. Lessee shall be entitled to make disclosures of Confidential Information if and to the extent required under applicable law or pursuant to a court order. The parties acknowledge that Lessor is a municipal corporation subject to the Washington State Public Records Act and that Lessor may be obligated to disclose certain information that is the subject of a public records request. Notwithstanding the foregoing, if Lessor receives a request to disclose Confidential Information under the State of Washington's Public Records Act, Lessor agrees, for a period of five (5) years following the expiration or other termination of this Lease, to give Lessee reasonable advance written notice so that Lessee may contest the disclosure or seek a protective order.

40. BROKERS: Lessor represents and warrants to Lessee, and Lessee represents and warrants to Lessor, that no broker or finder has been engaged by it, respectively, in connection with any of the transaction contemplated by this Lease, or to its knowledge is in any way connected with any of such transaction. In the event of any claim for consulting, brokers' or finders' fees or commissions in connection with the negotiation, execution or consummation of this Lease, then Lessee shall indemnify, hold harmless and defend Lessor from and against such claims if they shall be based upon any act, statement, or representation or agreement by Lessee, and Lessor shall indemnify, hold harmless, and defend Lessee from and against such claims if such claims shall be based upon any act, statement, representation or agreement made by Lessor.

41. COUNTERPARTS: This Lease may be signed in counterparts. All signatures taken together shall amount to the concurrence of all parties. In that regard, a photostatic or PDF copy of any signature or execution through a document signing program (such as DocuSign), shall have the same effect as the original.

42. NO OPTION BY SUBMISSION OF LEASE DRAFT: The submission of this Lease for examination does not constitute a reservation of or option for the Premises. This Lease shall become effective as a Lease only upon execution and delivery by both Lessor and Lessee.

43. APPLICABLE LAW AND VENUE: This Lease shall be governed by and construed in accordance with the laws of the State of Washington, and in the event of any litigation arising out of or relating to this Lease, the parties hereto stipulate and agree that the venue of any such action shall be laid in Clark County, Washington.

44. RIGHT OF FIRST REFUSAL TO PURCHASE PREMISES:

44.1. *Grant of Right of First Refusal*. Subject to Lessor's compliance with the surplus property rules and procedures set forth in Vancouver City Code and except to the extent prohibited by law, Lessor does hereby grant unto Lessee a right of first refusal (the "**First Refusal Right**") to purchase all or part of Lessor's right, title and interest in and to the Premises, subject to and upon the terms and conditions set forth below.

44.1.1. During the Term of this Lease, in the event that the City of Vancouver decides to sell in part or all of its interest in the Premises and Lessor receives a bona fide written offer from a nonpublic third party to purchase the Premises, or any portion thereof, which Lessor desires to accept ("**Offer**"), Lessee may elect to purchase the Premises or the applicable portion thereof, at the price and on the terms and conditions (except for the time within which to close the transaction, if such time is shorter than that set forth below) as are contained in the Offer ("**Right of Purchase**"). Lessor shall give notice to Lessee, including delivery to Lessee of a true and exact copy of the Offer, and allow Lessee thirty (30) Days subsequent to Lessee's receipt of such notice within which Lessee may elect to purchase the Premises, or the applicable portion thereof, from Lessor; and in the event Lessee so elects to purchase

the Premises, or the applicable portion thereof, by giving notice of such election to Lessor within such thirty (30) Day period, Lessor, upon approval by City Council if required pursuant to applicable law, shall sell the Premises, or the applicable portion thereof, to Lessee at the price and on the same terms and conditions as are contained in the Offer, except that Lessee shall not be required to close the transaction prior to ninety (90) Days following the expiration of the above 30-Day period. Notwithstanding anything to the contrary contained herein, the Right of Purchase shall not apply to a transfer of the Premises by Lessor to a governmental entity or a quasi-governmental entity (including without limitation, a housing authority, a public development authority or coalition of governmental entities such as PSERN or ARCH (collectively, a "**Governmental Entity**")). In the event that Lessor elects to transfer the Premises to an entity other than a Governmental Entity, and such entity lacks substantial real estate operational or ownership experience, as reasonably determined by Lessee, Lessee shall have a right to purchase the Premises; provided that Lessee shall notify Lessor within ten (10) Business Days following Lessee's receipt of Lessor's transfer notice of Lessee's election to potentially acquire the Premises. The parties shall then determine the FMV of the Premises (in accordance with Sections 5.7.2-5.7.8); provided that the timing set forth in Section 5.7.3 shall be modified as follows: (a) Lessor shall have thirty (30) days following Lessor's receipt of Lessee's notice of election to potentially acquire the Premises to provide Lessee with an appraisal of the Premises; (b) if Lessee does not agree with the FMV set forth in Lessor's appraisal, Lessee shall have an additional thirty (30) days in which to provide Lessor with an appraisal which complies with the requirements set forth in Section 5.7.3.; (c) thereafter, Lessor and Lessee shall have an additional thirty (30) days period in which to mutually agree on the FMV of the Premises; and (d) in the event Lessor and Lessee are unable to agree on the FMV within such 90-day period, the FMV shall be determined as set forth 5.7.4-5.7.8. Within five (5) Business Days of the determination of the FMV of the Premises in accordance with Sections 5.7.2-5.7.8, Lessee shall notify Lessor in writing whether Lessee elects to acquire the Premises. Lessee's failure to timely respond shall be deemed Lessee's election not to acquire the Premises. If Lessee timely elects to acquire the Premises, then (a) Lessee shall deposit 5% of the purchase price as earnest money within three (3) Business Days of Lessee's election to acquire the Premises, and (b) closing shall occur within ninety (90) days following Lessee's written election to acquire the Premises.

44.1.2. Should Lessee, by written notice to Lessor, elect not to exercise the right to purchase, or should Lessee fail to notify Lessor of its election to purchase within the 30-Day period, then, in either of such events, Lessor shall be free to consummate the sale of the Premises, or the applicable portion thereof, to the third party submitting the Offer, provided that the sale is closed and on the same material terms and conditions as are contained in the Offer, without any substantive modification thereto, except that the closing thereof may occur on or before the thirtieth (30th) Day subsequent to the closing deadline set forth in the written offer, but provided that the closing must occur within twelve (12) months following the date of the Offer. Should any such sale be consummated, this First Refusal Right shall thereafter be of no further force and effect with respect to the Premises, or applicable portion thereof, subject to the sale. Should any such sale not be consummated within twelve (12) months following the date Lessor delivers to Lessee an Offer in accordance with the terms of this Section 44, Lessor shall, in the event Lessor subsequently receives any modified or new bona fide written offer from any third party to purchase the Premises, or any portion thereof, again follow the provisions of this Section requiring notice to Lessee and opportunity for Lessee to purchase the Premises.

44.1.3. Notwithstanding anything in this Section to the contrary, under no circumstances shall a "bona fide written offer from a third party" be deemed to include nor shall the First Refusal Right be triggered by any of the following, whether involving the Premises or a co-ownership interest in the Premises: (a) any gift or devise; (b) transfers to any entity controlling, controlled by or under common control with Lessor; (c) transfers which are deemed or considered transfers by operation of law; or (d) involuntary transfers, such as transfers in foreclosure or in condemnation.

44.2. *Exercise of First Refusal Right*. To exercise the First Refusal Right, Lessee must not be in Default under this Lease. Further, Lessee must deliver written notice of its election to exercise the First Refusal Right to Lessor as provided in this section. Time is of the essence of this First Refusal Right. Upon such notice being given, this First Refusal Right shall become a contract of purchase and sale subject to the terms contained in this section and the Parties shall enter into such purchase agreement and/or supplemental escrow instructions as may be reasonably necessary to effect the purchase (provided there shall be no proration of taxes and other items that pursuant to this Lease, Lessee is obligated to pay as the lessee hereunder). In the event the First Refusal Right has expired and terminated, any attempt to exercise the First Refusal Right shall be ineffective.

44.3. *Assignability*. The rights arising under this First Refusal Right may be assigned by Lessee only to the party or parties acquiring the Lessee's ground leasehold estate in the Premises or any portion thereof permitted under the terms of this Lease, and provided that (i) the assignee at the time of such assignment agrees in writing to be bound by all terms and conditions of the First Refusal Right which are applicable to Lessee, and that (ii) such rights may be assigned to and exercised by only one assignee at any one time with respect to a designated portion of the Premises or Improvements. Notwithstanding the above, Lessee may also assign its rights under this First Refusal Right to its Lender with respect to the Lessee's ground leasehold estate in the Premises.

44.4. *Broker and Broker's Commission*. Lessor and Lessee warrant and represent to the other that such Party has not employed any broker or agent in connection with this First Refusal Right. Lessee and Lessor covenant and agree, each to the other, to indemnify the other against any loss, liability, costs, demands, damages, actions, causes of action, or suits based upon or arising out of the alleged employment or use by the indemnifying party of any real estate broker or agent.

45. REPRESENTATIONS AND WARRANTIES:

45.1. *By Lessor*. Lessor represents and warrants to Lessee as follows:

45.1.1. ***Validity***. This Lease has been duly executed and delivered by Lessor and constitutes a valid, binding and enforceable obligation of Lessor. Lessor has the right, power and authority to enter into this Lease in accordance with the terms and satisfaction of the conditions of this Lease, to engage in the transaction contemplated in this Lease and to perform and observe the terms and provisions hereof.

45.1.2. ***No Breach***. The execution and delivery of this Lease by Lessor and the performance by Lessor of its obligations under this Lease will not result in a breach of, or default under, any contract, agreement, commitment or other document or instrument to which Lessor is a party or by which Lessor or the Premises is bound, or a violation of any law, ordinance, regulation or rule of any governmental authority or any judgment, order or decree of any court or governmental authority that is binding on Lessor or the Premises.

45.1.3. ***No Action***. There is no action, suit, proceeding, inquiry or investigation (including any eminent domain proceedings) pending, or to the actual knowledge of Lessor, threatened by or before any court or governmental authority against or affecting the Lessor or the Premises, except litigation in the ordinary course of business that, either individually or in the aggregate, will not have a material adverse effect upon Lessor or the Premises or the ability of Lessor to execute this Lease. Lessee expressly acknowledges that it is aware of the fact that the Washington Department of Transportation, in conjunction with a pending project to replace the Interstate Bridge, was considering a condemnation process at or near the Premises.

45.1.4. ***Ownership***. The Lessor is the owner of the Premises and no other person has any ownership interest in the Premises or any right to acquire an ownership interest in the Premises.

45.1.5. ***Possessory Interest***. Other than the Lessor, no other party has a possessory interest or right of occupancy in the Premises.

45.1.6. ***OFAC***. Lessor is currently in compliance with and shall at all times during the term of this Lease remain in compliance with the regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental actions relating thereto.

45.1.7. ***No Mortgage***. The Premises are not encumbered by a Mortgage.

45.2. *By Lessee*. Lessee represents and warrants to Lessor as follows:

45.2.1. ***Validity***. This Lease has been duly executed and delivered by Lessee and constitutes a valid, binding and enforceable obligation of Lessee.

45.2.2. ***No Breach***. The execution and delivery of this Lease by Lessee and the performance by Lessee of its obligations under this Lease will not result in a breach of or a default under any contract, agreement, commitment, or other document or instrument to which Lessee is a party or by which Lessee is bound, or a violation of any law, ordinance, regulation, or rule of any governmental authority or any judgment, order, or decree of any court or governmental authority that is binding on Lessee.

45.2.3. ***No Action***. There is no action, suit, proceeding, inquiry, or investigation pending or, to the actual knowledge of Lessee, threatened by or before any court or governmental authority against or affecting Lessee, except litigation in the ordinary course of business that, either individually or in the aggregate, will not have a material adverse effect upon Lessee or the ability of Lessee to effect the execution of the ground lease.

45.2.4. ***OFAC***. Lessee is currently in compliance with and shall at all times during the term of this Lease remain in compliance with the regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental actions relating thereto.

46. FORCE MAJEURE: Any prevention, delay, or stoppage due to (i) insurrection; (ii) strikes; (iii) lock-outs; (iv) riots; (v) floods; (vi) earthquakes; (vii) fires; (viii) unusually severe weather; (ix) casualties; (x) acts of god; (xi) acts of the public enemy; (xii) acts of the other Party; (xiii) epidemics or pandemics; (xiv) quarantine restrictions; (xv) freight embargoes; (xvi) litigation (including suits filed by third parties concerning or arising out of this Agreement); (xvii) inability to secure or the rationing of necessary services, labor, materials, tools, or sources of energy; (xviii) condemnation; (s) acts or failure to act of any public or governmental agency or entity (other than City as a party to this Agreement); (xix) the discovery of cultural and archaeological resources at the Premises; or (xx) any other causes beyond the reasonable and foreseeable control or without the fault of the party obligated to perform shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage ("**Force Majeure Delay**"), except the obligations imposed with regard to Rent and Additional Charges to be paid by Lessee pursuant to this Lease.

47. MEMORANDUM OF LEASE: The parties shall record a memorandum of this Lease in the official records in the form attached hereto as Exhibit L upon the Term Commencement Date.

48. QUIET ENJOYMENT: So long as Lessee pays all Rent and performs all of its other obligations under this Lease in a timely manner, Lessee shall peaceably and quietly have, hold and enjoy the Premises, including access to the Premises from the nearest public right of way, without hindrance, ejection or molestation by Lessor or any person lawfully claiming through or under Lessor.

49. COMPLETION GUARANTY. As a material part of the consideration to Lessor for entering into this Lease, Lessee agrees that, with respect to the initial construction of the Improvements on the Premises, and prior to commencement of construction of the Improvements, Lessee shall cause the party provided such guaranty to Lessee's construction lender to provide a construction completion guaranty in favor of Lessor, the form of which will mirror the form and substance of the completion guaranty provided to Lessee's construction lender.

50. NO RECOURSE TO LESSOR. In no event shall any officer, directors, member, manager, shareholder, commissioner, partners, owner or employee of either Lessor or Lessee have any personal liability to Lessee under this Lease. This exculpation of personal liability shall be absolute and without any exception whatsoever.

(Remainder of page intentionally left blank;
signatures on following page.)

IN WITNESS WHEREOF, the parties hereto have signed this Lease as of the Effective Date.

LESSOR:

CITY OF VANCOUVER, a Washington municipal corporation

By:_____
Eric Holmes
City Manager

LESSEE:

_____ **LLC**,
a [Delaware] limited liability company

By: _____
Patrick Gilligan
Authorized Signatory

Approved as to form:

By:_____
_____, City Attorney

(Notary Acknowledgements are located on the following pages.)

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the CITY MANAGER for the CITY OF VANCOUVER to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public
Printed Name: _____
My Appointment Expires: _____

State of Oregon)
County of Multnomah)

On _____, 202__, before me, _____, a Notary Public, personally appeared Patrick Gilligan, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"

DEPICTION OF PREMISES

EXHIBIT "B"

PREMISES LEGAL DESCRIPTION

[to be attached for applicable Parcel when Lease is finalized]

EXHIBIT "C"

GLOSSARY OF TERMS

"**Additional Charges**" is defined in Section 6.

"**Adjacent Real Property**" is defined in Section 12.2.

"**Adjustment Date**" is defined in Section 1.4

"**Affiliate**" is defined in Section 20.7.1.

"Archaeological Compliance Costs" is defined in Section 12.16.

"**Baseline Assessment**" is defined in Section 12.2.

"**Base Monthly Rent**" is defined in Section 1.4.

"**Business Days"** means any day other than a Saturday, Sunday or legal holiday observed by the state of Washington.

"**Casualty**" is defined in Section 18.1.

"**Certificate of Completion**" is defined in Section 15.9.

"**Certificate of Occupancy**" is defined in Section 15.9.

"**City Council**" means the City of Vancouver's elected, governing body vested with the authority of the council-managed form of government for a Washington first class city.

"CMMP" is defined in Section 12.2.

"**Commence Construction"** and "**Commencement of Construction**" are defined in Section 15.2.2.

"**Completion of Construction**" is defined in Section 15.2.2.

"**Confidential Information**" is defined in Section 39.

"**Construction Period**" shall mean the time period commencing on Commencement of Construction of the Initial Improvements at the Premises and continuing through the date Lessee has obtained a Certificate of Occupancy with respect thereto.

"**Contaminated Media**" is defined in Section 12.2.

"**Days**" shall mean calendar days unless otherwise noted. As used herein, the term "**Business Day**" shall mean a day that is not a Saturday, Sunday or legal holidays (as recognized by banks in the State of Washington). In the event that the date for the performance of any covenant or obligation under this Lease shall fall on a Saturday, Sunday or legal holiday, the date for performance thereof shall be extended to the next Business Day.

"**DDA**" is defined in Section 1.2 of this Lease.

"**Default**" is defined in Section 25 of this Lease.

"**Environmental Laws**" shall mean any federal, state, or local environmental health, safety, or similar laws, statutes, rules, regulations, or ordinances presently in effect or which may be promulgated in the future, as such laws, statutes, rules, regulations, and/or ordinances may be supplemented or amended from time to time, including, but not limited to, laws regarding the proper and lawful use, transportation, storage, treatment, generation, sale, and disposal of Hazardous Substances on or in any manner that affects the Premises or the surrounding properties.

"**Exit Assessment**" is defined in Section 12.14.

"**Fair Market Rent**" is defined in Section 5.7.1.

"**First Leasehold Mortgage**" and "**First Leasehold Mortgagee**" are defined in Section 21.2.

"**First Refusal Right**" is defined in Section 44.1.

"**First Transferee**" is defined in Section 21.3.6.10.

"**Fixtures"** is defined in Section 15.8.

"**Force Majeure Delay**" is defined in Section 46 of this Lease.

"**Foreclosure Purchaser**" is defined in Section 21.3.6.10.

"**Governmental Entity**" is defined in Section 44.1.1.

"**Hazardous Substances"** shall mean any hazardous, toxic, dangerous, or extremely hazardous substance, material, or waste, including marine pollutants, marine toxics, petroleum, and air toxics, which is or becomes regulated by the United State Government, the State of Washington, or any local governmental authority. The term includes, without limitation, any substance containing contaminants regulated as specified above or under Environmental Laws.

"**Improvements**" shall mean all changes, additions, improvements, or repairs to, all alterations, reconstructions, renewals, betterments, replacements, or removals of and all substitutions or replacements for any of the Premises, both interior and exterior, structural and non-structural, and ordinary and extraordinary. Improvements shall include, but are not limited to, the erection or removal of buildings, facilities or other improvements upon the Premises or the permanent surfacing of any outside areas. Notwithstanding the foregoing, it is expressly understood that "**Improvements**" shall not include maintenance and repairs to existing Improvements, landscaping, or replacements of existing Improvements using substantially the same materials and finishes.

"**Initial Improvements**" shall mean the base shell and core of buildings and related exterior improvements that Lessee will initially construct on the Premises by the Project Deadline (subject to any Force Majeure Delays). It is understood that "Initial Improvements" do not include interior improvements or finishes within office, retail or residential spaces.

"**Initial Term**" is defined in Section 1.3.

"**Interest Rate**" is defined in Section 5.4.

"**Lending Institution**" is defined in Section 21.2.

"**Lease**" shall mean this Ground Lease Agreement, as amended and supplemented from time to time as permitted hereby.

"**Leasehold Excise Tax**" shall mean any tax on the leasehold interest created by this Lease or on the Base Monthly Rent reserved under this Lease, including, without limitation, any leasehold excise taxes due and owing on taxable rent under RCW Chapter 82.29A, and any subsequent revision and amendments thereto. "**Taxable rent**" is defined by statute under RCW 82.29A.020(2), and shall include contract rent which is the amount of consideration due as payment for a leasehold interest, including the total of cash payments made to Lessor, or to any other party for the benefit of Lessor according to the requirements of this Lease or agreement, including, but not limited to, any payments

paid by a sublessee; expenditures for the protection of Lessor's interest when required by the terms of this Lease or agreement; and expenditures for improvements to the property to the extent that such improvements become the property of Lessor.

"**Leasehold Excise Tax Rate**" means the applicable rate of Leasehold Excise Tax, currently the rate set forth in Section 1.5.

"**Lessee**" is defined in the preamble of this Lease.

"**Lessee Indemnitee**" and "**Lessee Indemnitees**" is defined in Section 17.4.

"**Lessor**" is defined in the preamble of this Lease.

"**Lessor Delay**" shall mean any actual delay in Lessee's exercise of rights or performance of obligations under this Lease, including any failure of Lessee to meet deadlines set forth in this Lease or to achieve operation of the Premises for the Permitted Uses hereunder to the extent arising out of or resulting from (i) the failure of Lessor to approve or disapprove any plans or other matters which Lessor is required to approve under this Lease in accordance with the time periods referenced herein (or in the UDSG if applicable) as such time periods may be extended pursuant to the operative provision or document, or (ii) interference by Lessor, its agents, employees or contractors. Notwithstanding the foregoing, with respect only to a Lessor Delay arising out of interference by Lessor, its agents, employees or contractors as referenced in item (ii) above, it shall not be a Lessor Delay hereunder unless Lessee first notifies Lessor in writing of the event which constitutes such delay and Lessor fails to cure the actions, inactions or circumstances described in such notice within five (5) Days after delivery thereof. In such event, the Lessor Delay shall be deemed to have occurred commencing as of the date such notice is delivered to Lessor and ending as of the date such delay ends.

"**Lessor Indemnitee**" and "**Lessor Indemnitees**" are defined in Section 17.1.

"**Lessor's Interest** is defined in Section 19.1 and Section 24.1.

"**Loss Payable Endorsement**" is defined in Section 21.3.5.

"**Maintenance Records**" is defined in Section 14.1.

"**Minimum Coverage Amount**" is defined in Section 1.11.

"**Mortgage**" is defined in Section 19.2.

"**Mortgagee**" is defined in Section 19.2.

"**OFAC**" is defined in Section 45.1.6 and Section 45.2.4.

"**Offer**" is defined in Section **Error! Reference source not found.**.

"Operating Costs" is defined in Section 5.9.

"**Option**" and "**Option Term**" are defined in Section 4.2.

"**Permit Delays**" is defined in Section 1.2.

"**Permits**" means governmental permits and any other third party consents or approvals necessary for Lessee's use of the Premises and construction of the Project, including, without limitation, building permits, signage permits, and any conditional use permits.

"**Permitted Leasehold Mortgage**" and "**Permitted Leasehold Mortgagee**" are defined in Section 21.2.

"**Permitted Use**" is defined in Section 1.9 of this Lease.

"**Person**" shall mean any individual (natural person), partnership, corporation, trust, unincorporated association, syndicate, joint venture, or other organization or any government or any department or agency thereof or any other entity.

"**Phase I**" and "**Phase II**" are defined in Section 12.14.

"**Premises**" is defined in Section 2 and as shown and legally described on Exhibits "A" and "B".

"**Premises Common Areas**" shall mean those portions of, and facilities within, the Premises, which are made open and accessible to the public by Lessee from time to time for the non-exclusive use of Lessee and its Subtenants and their respective agents, employees, customers, invitees, and licensees thereto.

"**Proceeds**" is defined in Section 18.2.

"**Prohibited Uses**" is defined in Section 10.1.

"**Project Deadline**" is defined in Section 1.2.

"**Property Manager**" is defined in Section 15.13.

"**Qualified Transferee**" is defined in Section 20.2(h).

"**RCW**" shall mean the Revised Code of Washington, as amended, supplemented, or otherwise modified from time to time.

"**RECs**" is defined in Section 12.14.

"**Related Parties**" shall mean, with respect to Lessor, its council members, officers, agents, representatives, and employees and, with respect to Lessee, its officers, directors, employees, shareholders, agents, and representatives.

"**Release**" shall be defined as provided in 42 U.S.C. § 9601 and RCW 70A.305.020, or successor legislation. In the event a conflict exists between the two definitions; the broader definition shall apply.

"**Relevant Experience**" is defined in Section 20.7.5.

"**Rent**" is defined in Section 1.4 and Section 5.1.

"**Rent Abatement Period**" is defined in Section 5.2.

"**Right of Purchase**" is defined in Section 44.1.1.

"**Sublease**" is defined in Section 20.6.1.

"**Subleased Space**" is defined in Section 20.6.1.

"**Subtenant**" is defined in Section 20.6.1.

"**Supplemental Baseline Assessment**" is defined in Section 12.2.

"**Surrender Condition**" is defined in Section 29.

"Tax" and **"Taxes"** are defined in Section 5.8.1.

"**Term**" shall mean the Initial Term together with any Option Term accruing pursuant to Section 4.2, as provided herein, unless the context otherwise requires.

"**Term Commencement Date**" is defined in Section 1.3.

"**Transfer Fee**" is defined in Section 20.5.

"**Unit**" is defined in Section 20.7.3.

EXHIBIT "D"

FORM OF TENANT ENVIRONMENTAL QUESTIONNAIRE

Tenant Environmental Questionnaire

SECTION 1 – Tenant Information

Business Name:_____
Contact:_____
Telephone:_____
E-mail:_____

SECTION 2 – Site Information

Site Location/Address:_____
Acreage/Sq Footage Required/Incl.:_____

SECTION 3 – Hazardous Materials Management

List all chemicals managed at this facility* (including: petroleum products, hazardous materials, batteries, antifreeze, oil filters, etc.). Attach additional sheet/list if necessary.
Include <u>maximum</u> amounts on site at any given time for each chemical managed. This list will establish a baseline under the Lease:

Product Trade Name	Manufacturer	SDS Date	Max. Amount On Site

*All Safety Data Sheets (SDS) required at this facility under OSHA's Hazard Communication Standard (29 CFR 1910.1200) must be provided at the time of assessment.

SECTION 4 – Hazardous/Dangerous Waste

EPA RCRA ID Number (if applicable): _____
Hazardous Waste Generator Status (large, medium, small or conditionally exempt):
Current Status: ____ Anticipated Future Status: ____
List recurring and potential <u>hazardous</u> waste streams from this facility other than sanitary sewer waste streams: ____
_____

SECTION 5 – Pollution Prevention

Will vehicles/equipment be fueled on-site? (list location, type and amount of fuel used): _____

_____

Will vehicles/equipment have maintenance activities performed on-site? (list location and type of vehicle maintenance activities): _____

Describe any pollution control equipment or waste minimization processes you are currently involved in or plan to initiate on site: _____

_____

SECTION 6 – Environmental Documents

Name all known and/or potential environmental permits required to operate the facility, if any (e.g., NPDES, SWCAA, etc.): _____

SECTION 7 – Miscellaneous Environmental

List and explain any previous environmental violations issued to any other facilities Lessee operates: _____

This questionnaire completed by: _____

Position of person completing this questionnaire: _____

Date questionnaire was completed: _____

EXHIBIT "E"

2024 CONTAMINATED MEDIA MANAGEMENT PLAN

[to be attached]

EXHIBIT "F"

INTENTONALLY DELETED

EXHIBIT "K"

FORM OF MEMORANDUM OF LEASE

Return Address:

_____ LLC
c/o LPC West, Inc.
1201 Third Avenue, Floor 22
Seattle, WA 98101
Attention: Patrick Gilligan

Document Title(s) (or transactions contained therein): Memorandum of Ground Lease
Reference Number(s) of Documents assigned or released: N/A Additional reference #'s on page _____ of document
Grantor(s): City of Vancouver, a Washington municipal corporation
Grantee(s): _____ LLC, a [Delaware] limited liability company
Legal description (Abbreviated): ☒ Full legal description is on Exhibit A attached to document.
Assessor's Property Tax Parcel/Account Number(s):

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (this "**Memorandum**") is made and entered into as of _____ ___, 202__ (the "**Effective Date**") by and between **CITY OF VANCOUVER**, a Washington municipal corporation ("**Lessor**"), and **_____ LLC**, a [Delaware] limited liability company ("**Lessee**").

RECITALS

A. Lessor and Lessee entered into that certain Ground Lease dated _____ ___, 202_ (as amended from time to time, the "**Lease**"). Lessor has leased to Lessee and Lessee has leased from Lessor certain [unimproved] real property located in the City of Vancouver, Clark County, Washington, as more particularly described on Exhibit A attached hereto (the "**Premises**"). All capitalized terms not defined hereunder shall have the meaning set forth in the Lease.

B. The parties desire to place their interests in the Lease as a matter of record.

NOW, THEREFORE, Lessor and Lessee confirm and agree as follows:

1. Term. Pursuant to the terms of the Lease, the Lease has an Initial Term of fifty (50) years, commencing as of the _____, 202__, which date is the Term Commencement Date under the Lease and expiring on _____, ____ which is the expiration date of the Initial Term under the Lease.

2. Extension Options. Subject to and in accordance with the terms of the Lease, Lessee has two (2) options to extend the Initial Term of the Lease for a period of fifteen (15) years each.

3. Right of First Refusal. Lessee has a right of first refusal to purchase the Premises, as more fully provided in the Lease.

4. Miscellaneous. This Memorandum has been prepared to provide notice that the Premises is subject to the terms and conditions of the Lease, which terms are hereby incorporated into this Memorandum by this reference. In no event shall the terms of this Memorandum be deemed to modify, amend, limit, or otherwise affect the terms and conditions of the Lease. In the event of any inconsistency between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall control.

5. Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same document.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Lessor and Lessee have signed this Memorandum as of the day and year first above written.

LESSOR:

CITY OF VANCOUVER, a Washington municipal corporation

By:_____
_____
City Manager

Approved as to form:

By:_____
_____, City Attorney

LESSEE:

_____ **LLC**,
a [Delaware] limited liability company

By: _____
Patrick Gilligan
Authorized Signatory

[ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

LESSOR ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the CITY MANAGER of the CITY OF VANCOUVER to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____ _____
Notary Public
Printed Name: _____
My Appointment Expires:_____

[LESSEE ACKNOWLEDGEMENT ON NEXT PAGE]

LESSEE ACKNOWLEDGEMENT

State of Oregon)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

DESCRIPTION OF THE PREMISES

EXHIBIT "L"

REQUIRED SUBLEASE PROVISIONS

All Subleases to be entered into by Lessee with respect to commercial and retail space within the Improvements shall:

(a) be in the form of a written instrument;

(b) permit use of the Subleased Space only for uses permitted under this Lease;

(c) prohibit use of the Subleased Space for any Prohibited Uses (as defined in Section 10);

(d) include an acknowledgment that the Sublease is subject and subordinate to the terms and conditions of this Lease, subject, however, to Lessor's agreement to recognize the Sublease in accordance with Section 20.6.2;

(e) confirm each Subtenant's agreement to allow access by Lessor to Sublease Spaces for the purposes permitted under the Lease, including Sections 12.10 (Environmental Assessments) and 13.1 (Access Rights);

(f) require the Subtenant to provide sufficient information regarding chemicals that will be managed in the portion of the Improvements to be subleased, prior to execution of the Sublease to allow Lessee to maintain a current and complete Tenant Environmental Questionnaire, consistent with Lessee's obligations to provide updated Tenant Environmental Questionnaires to Lessor under this Lease; and

(g) notifies the Subtenant that Lessor is entitled to receive payments of Sublease rent directly from Subtenant in the event of a Default by Lessee under this Lease and, in the event Subtenant receives written notice from Lessor requesting such direct payment, directs the Subtenant to pay such Sublease rent as directed by Lessor, without any liability to Lessee or any obligation to confirm the validity of Lessor's request.

(h) include the following provision, subject to reasonable revision:

"If by reason of a default on the part of [Lessee] as lessee in the performance of the terms of the provisions of the underlying ground lease [define, as needed, in Sublease], the underlying ground lease and the leasehold estate of [Lessee] as lessee thereunder are terminated by summary proceedings or otherwise in accordance with the terms of the underlying ground lease, the [Subtenant] will attorn to [Lessor] and recognize [Lessor] as lessor; provided, however, [Lessor] agrees that so long as the [Subtenant] is not in default of this Sublease, [Lessor] will provide quiet enjoyment to Subtenant and be bound by all the terms and conditions of this Sublease (but in no event shall [Lessor] be liable for actions taken by [Lessee] prior to [Lessor] coming into possession of the Premises)."

GROUND LEASE

Between

CITY OF VANCOUVER
a Washington municipal corporation

as Lessor

And

_____ LLC
a [Delaware] limited liability company

as Lessee

Execution Date:_____
Effective Date: _____

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EXHIBIT A: PREMISES DEPICTION
EXHIBIT B: PREMISES LEGAL DESCRIPTION
EXHIBIT C: GLOSSARY OF TERMS
EXHIBIT D: FORM OF TENANT ENVIRONMENTAL QUESTIONNAIRE
EXHIBIT E: 2024 CONTAMINATED MEDIA MANAGEMENT PLAN
EXHIBIT F: WATERFRONT DEVELOPMENT URBAN DESIGN STANDARDS AND GUIDELINES
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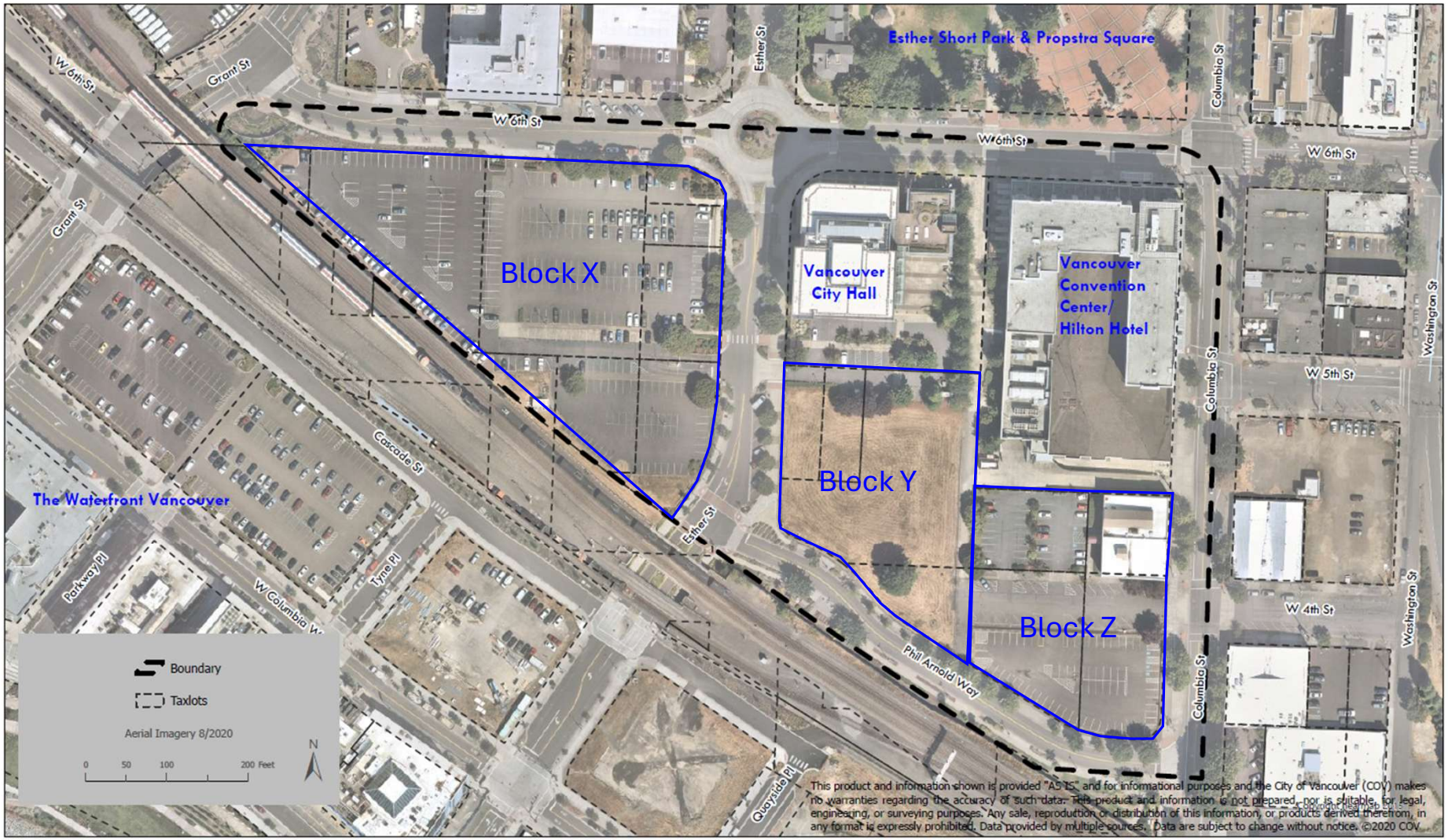
EXHIBIT L: FORM OF MEMORANDUM OF LEASE

SCHEDULE 16.6: LESSOR SELF-INSURANCE PARAMETERS

Waterfront Gateway Properties



To: Mayor and City Council
From: City Manager
Date: January 26, 2026

Subject
Approval of the Claim Vouchers

Action Requested
Approve claim vouchers for January 26, 2026.

Attachments:
1. January 26, 2026 Claim Vouchers

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

$ 18,972,824.80 this 26th day of January 2026.

MAYOR

COUNCILMEMBER

Cyndi A. Turner

Digitally signed by Cyndi A. Turner
Date: 2026.01.20 14:56:00 -08'00'

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
January 05, 2025 - January 18, 2026	Accounts Payable Checks (see attached)	$ 14,566,191.75
January 05, 2025 - January 18, 2026	Hansen City Payments (see attached)	$ 28,034.67
January 05, 2025 - January 18, 2026	Visa Refunds (see attached)	$ 4,993.31
January 05, 2025 - January 18, 2026	Payroll Checks (see attached)	$ 4,373,605.07
TOTAL		$ 18,972,824.80

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Ad Hoc Payment	Check	29295	1/7/2026	201.11	Aaron Rutledge or Aimee Jessica Murray	515 E 28TH ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	29296	1/7/2026	127.00	Angela C or Hugh M Parks	10301 NE 71ST ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	29297	1/7/2026	322.73	Bethany C or Mackey D Lau	7708 NE 159TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29298	1/7/2026	64.38	Brauer,Colleen C	3101 M ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	29299	1/7/2026	224.42	Calder,James	2203 NE LANDOVER DR ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	29300	1/7/2026	160.20	Dirk,Lynn-Jo	7702 NE ROYAL ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	29301	1/7/2026	530.34	Estate of Clifford E Aldrich	10008 NE 92ND AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	29302	1/7/2026	473.06	Giordano,Joseph	10209 NE 132ND AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29303	1/7/2026	15.98	Hatton,Anthony	7035 NE 155TH PL ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29304	1/7/2026	106.23	Inna or Konstantin Demyanenko	12514 NE 26TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	29305	1/7/2026	106.43	Johnson,Blaine	19714 SE 30TH CIR ,CAMAS,WA,98607
Ad Hoc Payment	Check	29306	1/7/2026	271.65	Key Property Services	5264 NE 121ST AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29307	1/7/2026	82.55	Loughney,Robert	4219 NE 157TH CT ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29308	1/7/2026	2,592.35	Makarenko,Calina	3505 W ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	29309	1/7/2026	184.86	Messerschmidt,Kareen	1218 SE 121ST AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	29310	1/7/2026	428.34	Ogaz,Daniel	1109 SE 106TH CT ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	29311	1/7/2026	88.26	Paige,Karen	14420 NE 71ST CIR ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29312	1/7/2026	159.08	Patrick D Finnegan or Jacqueline R Widener	3206 WATSON AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	29313	1/7/2026	11.13	Peter Williams or Elizabeth Phinney	4900 NW CHERRY ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	29314	1/7/2026	230.00	Schmidt,Phillip D	1307 OGDEN AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	29315	1/7/2026	21.18	Smith,Melissa	5264 NE 121ST AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29316	1/7/2026	110.29	Stinson,Jane E	2009 SE 158TH AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	29317	1/7/2026	195.64	Stoops Revocable Living Trust	9115 NE 147TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29318	1/7/2026	52.01	The Estate of Adrian W Click	Utility Refunds: 0075059500-05
Ad Hoc Payment	Check	29319	1/7/2026	80.02	Wise Move Property Management	2323 NE GENERAL ANDERSON AVE ,VANCOUVER,WA,98661
Miscellaneous Payment	Check	29320	1/7/2026	10,000.00	Angela Sineth	EEOC Charge No: 551-2025-02377
Miscellaneous Payment	Check	29321	1/7/2026	40.00	Community in Motion	Refund for movie night event cancellation
Miscellaneous Payment	Check	29322	1/7/2026	40.00	Humdinger Kettle Korn	Refund for movie night event cancelled
Miscellaneous Payment	Check	29323	1/7/2026	316.00	James Kennedy	Claim #GL20251878
Miscellaneous Payment	Check	29324	1/7/2026	40.00	Nachos for Dessert	Refund for cancellation of movie night
Supplier Payment	Check	29325	1/7/2026	94.24	Airgas, Inc	
Supplier Payment	Check	29326	1/7/2026	1,840.00	Arborscape Ltd Inc	
Supplier Payment	Check	29327	1/7/2026	45,777.90	Axon Enterprises Inc	
Supplier Payment	Check	29328	1/7/2026	74,061.94	Bud Clary Chevrolet, Cadillac Inc	
Supplier Payment	Check	29329	1/7/2026	670.55	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	29330	1/7/2026	34,249.88	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	29331	1/7/2026	118.61	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	29332	1/7/2026	2,015.72	Community Foundation for Southwest Washington	
Supplier Payment	Check	29333	1/7/2026	199.70	Dex Media West	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	29334	1/7/2026	1,025.00	Evergreen Rural Water Of Washington	
Supplier Payment	Check	29335	1/7/2026	1,310.82	Fenton Transcription, LLC	
Supplier Payment	Check	29336	1/7/2026	4,985.38	HMI Oregon	
Supplier Payment	Check	29337	1/7/2026	11,997.00	Infinite Creative Enterprises Inc	
Supplier Payment	Check	29338	1/7/2026	500.00	John D Van Beek Music We Remember	
Supplier Payment	Check	29339	1/7/2026	2,130.09	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	29340	1/7/2026	1,116.00	Public Safety Testing Inc	
Supplier Payment	Check	29341	1/7/2026	20,391.84	Quetel Corporation	
Supplier Payment	Check	29342	1/7/2026	2,942.61	Qwest Corporation - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	29343	1/7/2026	8,925.00	Salmon Creek Koelsch Operations LLC	
Supplier Payment	Check	29344	1/7/2026	1,940.26	Sirex LLC	
Supplier Payment	Check	29345	1/7/2026	1,804.58	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	29346	1/7/2026	7.07	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	29347	1/7/2026	13,183.89	State of Washington Office of Minority & Women's Business Enterprises	
Supplier Payment	Check	29348	1/7/2026	65.75	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	29349	1/7/2026	7.64	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	29350	1/7/2026	24,275.50	SWARCO McCain, Inc.	
Supplier Payment	Check	29351	1/7/2026	3,000.00	The Columbian Publishing Co	
Supplier Payment	Check	29352	1/7/2026	2,785.00	Universal Music - MGB NA LLC	
Supplier Payment	Check	29353	1/7/2026	7,309.65	Vector Solutions	
Supplier Payment	Check	29354	1/7/2026	81.60	W.B. Sprague Co. Inc.	
Supplier Payment	Check	29355	1/7/2026	99,699.06	Washington State Criminal Justice Training Commission	
Supplier Payment	Check	29356	1/7/2026	7,277.50	WELL Cogir Tenant III LLC	
Supplier Payment	Check	29357	1/7/2026	212,691.93	Willis Towers Watson Insurance Services West inc	
Supplier Payment	Check	29358	1/7/2026	9,427.00	Willis Towers Watson Northeast Inc - Remit-To: Willis Towers Watson Northeast Inc	
Supplier Payment	Check	29359	1/7/2026	5,952.00	Wright National Flood Insurance Company	
Supplier Payment	Check	29360	1/7/2026	57,354.69	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	29361	1/7/2026	16,186.25	Yakima County	
Supplier Payment	Check	29362	1/9/2026	5,400.31	Aflac	
Supplier Payment	Check	29363	1/9/2026	6,128.57	AFSCME Local #307	
Supplier Payment	Check	29364	1/9/2026	658.50	California State Disbursement Unit	
Supplier Payment	Check	29365	1/9/2026	2,533.50	Chapter 13 - Trustee	
Supplier Payment	Check	29366	1/9/2026	491.00	Hawaii SDU	
Supplier Payment	Check	29367	1/9/2026	759.96	IAM Local #1374	
Supplier Payment	Check	29368	1/9/2026	9,333.90	Life Insurance Company of North America	
Supplier Payment	Check	29369	1/9/2026	1,375.00	MFS Service Center Inc	
Supplier Payment	Check	29370	1/9/2026	25.00	OPEIU Local #11	
Supplier Payment	Check	29371	1/9/2026	6,508.64	OPEIU Local #11	
Supplier Payment	Check	29372	1/9/2026	851.00	Teamsters Local #58	
Supplier Payment	Check	29373	1/9/2026	350.00	UA Local #290	
Supplier Payment	Check	29374	1/9/2026	2,862.60	Western Conference of Teamsters	
Supplier Payment	Check	29375	1/9/2026	1,647.72	Western Metal Industry Pension Fund	
Customer Refund	Check	29376	1/14/2026	16.00	CAPRIECE D PASCHALL	Refund for overpayment on Diversion account

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Miscellaneous Payment	Check	29377	1/14/2026	150.00	Clark County District Court	Payment for A.Kravitz #0002305 paid in error to COV.
Miscellaneous Payment	Check	29378	1/14/2026	59.00	Columbia Credit Union	Refund duplicate payment to INV#77083002
Miscellaneous Payment	Check	29379	1/14/2026	300.00	Elizabeth Christy Law Firm	Refund parking permit no longer needed. COV13344
Miscellaneous Payment	Check	29380	1/14/2026	58.75	Hildamar Chavarria	Rental Damage Deposit Refund
Miscellaneous Payment	Check	29381	1/14/2026	272.84	Hughes Electrical Contractors	FRI-372666 (jobsite: 3801 NE 109th Ave. Vancouver, WA. 98682)
Miscellaneous Payment	Check	29382	1/14/2026	453,801.49	Law Office of Stephen L. Brischetto, Client Trust Account	Claim Payment - DOI: 01/01/2018 - RISK
Miscellaneous Payment	Check	29383	1/14/2026	77.42	Navigate Law Group	Refund parking permit no longer needed. COV13526
Miscellaneous Payment	Check	29384	1/14/2026	476.00	Ryan Tustin	Refund BL Fees due to setting up UBI incorrectly
Miscellaneous Payment	Check	29385	1/14/2026	4,754.00	State of Washington State Treasurer	4th Qtr 2025 A8 Form
Miscellaneous Payment	Check	29386	1/14/2026	76.84	Stoner Electric Inc	MPE-381954
Ad Hoc Payment	Check	29387	1/14/2026	49.84	Allen Perry or Krystal Moore	7806 NE 151ST AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29388	1/14/2026	1,606.81	Binkly,Jerry	9700 BOULDER AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	29389	1/14/2026	127.31	CJM Realty LLC	10200 NE 123RD CT ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29390	1/14/2026	199.78	Cleveland,Gary or Kim	9115 NE MEADOWBROOK CIR ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	29391	1/14/2026	56.07	Columbia Redevelopment	8405 NE 10TH ST ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	29392	1/14/2026	1,929.22	COLUMBIA TECH CENTER LLC	600 SE 177TH AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	29393	1/14/2026	743.37	Donald B Moffat or Sharon L Moffat	15209 NE 99TH CIR ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29394	1/14/2026	319.93	Eileen or Stephen Stemple	17619 SE 35TH ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	29395	1/14/2026	36.51	Elgin,Erica	12601 SE 10TH ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	29396	1/14/2026	56.92	Estate of Eric Charles Weberg	2807 VAN ALLMAN AVE ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	29397	1/14/2026	71.17	Farnell,Michael or Loralie	3100 T ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	29398	1/14/2026	65.80	Hansen,Josaundra	17813 SE 17TH LN ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	29399	1/14/2026	43.13	Johnson,Charles or Lisa	10701 NE 41ST ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29400	1/14/2026	76.30	Joshua Sala or Jillian Brazeal	2642 NE 131ST AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	29401	1/14/2026	85.00	Key Property Services,VHA RAD Homes	1801 CARLSON RD ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	29402	1/14/2026	40.72	Lassiter,Charles or Wanda	14902 NE 78TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29403	1/14/2026	188.56	Laurie,Ryan	1208 SE BRIARWOOD DR ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	29404	1/14/2026	215.00	Lorie L McCartan Living Trust	14801 NE 51ST ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29405	1/14/2026	357.89	Mark Cattelino or Glenn Hess	6303 NW BERNIE DR ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	29406	1/14/2026	226.25	Mattison,Bruce	7316 NE 66TH ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	29407	1/14/2026	213.50	Meadowcroft,Jodie	3910 NE 97TH AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	29408	1/14/2026	303.53	Meghan E Brennan or Keith A Waxman	409 SE 95TH AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	29409	1/14/2026	59.54	Nylund Homes	12202 NE 2ND ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	29410	1/14/2026	31,979.63	Our Lady of Lourdes Church	4809 NW FRANKLIN ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	29411	1/14/2026	15,631.64	Our Lady of Lourdes Church	4701 NW FRANKLIN ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	29412	1/14/2026	121.13	Prothe,Timothy	2820 CHERRY ST ,VANCOUVER,WA,98660

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Ad Hoc Payment	Check	29413	1/14/2026	72.02	Quint,Hayley	2009 GRANT ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	29414	1/14/2026	190.62	Randall K Estates Llc	12217 NE 107TH WAY ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29415	1/14/2026	194.33	Randall K Estates Llc	12209 NE 107TH WAY ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29416	1/14/2026	182.12	Ranft,Craig or Eunha	14414 SE 8TH ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	29417	1/14/2026	746.56	Stone,Brian or Ciara	14111 SE 25TH CIR ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	29418	1/14/2026	73.44	Sulloway,Chad	15102 SE 5TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	29419	1/14/2026	359.62	Swan River Meadows LLC	300 BALTIMORE WAY ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	29420	1/14/2026	44.91	Swift,Linda or Charles	1705 SE SOLOMON LOOP ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	29421	1/14/2026	134.99	The Miley Revocable Living Trust	2016 SE NORELIUS DR ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	29422	1/14/2026	184.00	The Tremblay-Lang Living Trust	11021 SE 18TH ST ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	29423	1/14/2026	260.94	Tuominen,Rainelle	17812 SE 12TH DR ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	29424	1/14/2026	246.27	Van Nostern,Donald	3212 NE 51ST CT ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	29425	1/14/2026	435.62	Ward,Patricia	400 W 23RD ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	29426	1/14/2026	27.10	Zaranka,Ted or Tamara	410 SE 100TH AVE ,VANCOUVER,WA,98664
Supplier Payment	Check	29427	1/14/2026	1,650.58	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	29428	1/14/2026	798.00	Allegheny Answering Services	
Supplier Payment	Check	29429	1/14/2026	58.00	ALTA Language Services, Inc.	
Supplier Payment	Check	29430	1/14/2026	83,445.75	American Medical Response Northwest Inc - Remit-To: AMR - Vancouver	
Supplier Payment	Check	29431	1/14/2026	37,173.71	Arborscape Ltd Inc	
Supplier Payment	Check	29432	1/14/2026	1,203,675.96	Association of Washington Cities	
Supplier Payment	Check	29433	1/14/2026	106,660.00	Association of Washington Cities	
Supplier Payment	Check	29434	1/14/2026	7,230.00	Baynard Cooke Law PLLC	
Supplier Payment	Check	29435	1/14/2026	6,000.00	Blue Tiger Leadership, LLC	
Supplier Payment	Check	29436	1/14/2026	4,161.12	Carahsoft Technology	
Supplier Payment	Check	29437	1/14/2026	5,308.00	Cascade Inn	
Supplier Payment	Check	29438	1/14/2026	7,054.60	Century West Engineering Corp	
Supplier Payment	Check	29439	1/14/2026	13,524.00	City Bark & Recycling LLC	
Supplier Payment	Check	29440	1/14/2026	12,000.00	City of Portland - Remit-To: City of Portland International Raceway	
Supplier Payment	Check	29441	1/14/2026	238.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	29442	1/14/2026	469,604.23	Clark County Public Utility District No. 1	
Supplier Payment	Check	29443	1/14/2026	1,549,136.56	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	29444	1/14/2026	2,250.00	Clark County Title Company - Remit-To: Clark County - Reconveyance Fees	
Supplier Payment	Check	29445	1/14/2026	42,891.57	Clary Longview LLC	
Supplier Payment	Check	29446	1/14/2026	45,875.62	Columbia Resource Company	
Supplier Payment	Check	29447	1/14/2026	732.00	Comcast Holdings Corporation - Remit-To: Comcast Holding Corporation - Boston	
Supplier Payment	Check	29448	1/14/2026	9,363.00	Comcast Holdings Corporation - Remit-To: Comcast Holding Corporation - Boston	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	29449	1/14/2026	6,091.72	Community Mediation Services - Remit-To: Community Mediation Services - Vancouver	
Supplier Payment	Check	29450	1/14/2026	1,195.32	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	29451	1/14/2026	506.29	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	29452	1/14/2026	12,440.00	David Corey PHD PC	
Supplier Payment	Check	29453	1/14/2026	8,820.00	Davidson Benefits Planning	
Supplier Payment	Check	29454	1/14/2026	5,430.28	Esix Sportswear	
Supplier Payment	Check	29455	1/14/2026	21,000.00	Evergreen Habitat for Humanity	
Supplier Payment	Check	29456	1/14/2026	19,004.62	Evergreen ITS, Inc.	
Supplier Payment	Check	29457	1/14/2026	300.00	Fidelity National Title Co of Washington	
Supplier Payment	Check	29458	1/14/2026	3,000.00	Gregory Martin Ayers	
Supplier Payment	Check	29459	1/14/2026	42,542.98	Greystone Partners, Inc	
Supplier Payment	Check	29460	1/14/2026	11,265.12	HDJ Design Group	
Supplier Payment	Check	29461	1/14/2026	30.00	HM Pacific Northwest, Inc	
Supplier Payment	Check	29462	1/14/2026	5,659.87	Invintus Media LLC	
Supplier Payment	Check	29463	1/14/2026	355.78	J-2 Blueprint Supply Co.	
Supplier Payment	Check	29464	1/14/2026	4,829.34	JRT Mechanical Inc - Remit-To: JRT Mechanical Inc	
Supplier Payment	Check	29465	1/14/2026	129,518.08	King County Directors Association Purchasing Department	
Supplier Payment	Check	29466	1/14/2026	1,482.31	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	29467	1/14/2026	5,676.74	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	29468	1/14/2026	6,636.80	L&S Contracting LLC	
Supplier Payment	Check	29469	1/14/2026	380.80	Mark IV Enterprises Inc	
Supplier Payment	Check	29470	1/14/2026	40,898.20	McFarlanes Bark Inc	
Supplier Payment	Check	29471	1/14/2026	604.18	MICHAEL KEVIN ANDERSON	
Supplier Payment	Check	29472	1/14/2026	4,835.85	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	29473	1/14/2026	10,752.85	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	29474	1/14/2026	1,837.58	One Call Concepts Inc	
Supplier Payment	Check	29475	1/14/2026	3,240.00	Parkeon	
Supplier Payment	Check	29476	1/14/2026	6,624.00	Portland Adventist Medical Center	
Supplier Payment	Check	29477	1/14/2026	2,045.14	River City Environmental	
Supplier Payment	Check	29478	1/14/2026	10,588.50	SafeFire LLC	
Supplier Payment	Check	29479	1/14/2026	687.93	SEA-WESTERN, INC.	
Supplier Payment	Check	29480	1/14/2026	397.02	Shrums Pest Control	
Supplier Payment	Check	29481	1/14/2026	535.02	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	29482	1/14/2026	39,250.00	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	29483	1/14/2026	46,118.08	State of Washington Department of Employment Security - Remit-To: State of Washington Department of Employment Security / Seattle	
Supplier Payment	Check	29484	1/14/2026	0.76	State of Washington Department of Licensing - Remit-To: Notary Public Program	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	29485	1/14/2026	13,784.22	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47305	
Supplier Payment	Check	29486	1/14/2026	29,039.03	Summit Law Group	
Supplier Payment	Check	29487	1/14/2026	1,000.00	Talx UCM Services Inc	
Supplier Payment	Check	29488	1/14/2026	51.00	Totalsir LLC	
Supplier Payment	Check	29489	1/14/2026	178.43	Towing and Recovery Services, Inc.	
Supplier Payment	Check	29490	1/14/2026	280.00	Triangle Resources Inc	
Supplier Payment	Check	29491	1/14/2026	4,673.50	Triple J Enterprises, Inc.	
Supplier Payment	Check	29492	1/14/2026	7,400.87	Turner Electrical Services, LLC	
Supplier Payment	Check	29493	1/14/2026	1,797.67	U.S. Bank National Association	
Supplier Payment	Check	29494	1/14/2026	195.00	Vancouver Granite Works Inc	
Supplier Payment	Check	29495	1/14/2026	5,000.00	Vancouver Metro LULAC Council 47026	
Supplier Payment	Check	29496	1/14/2026	70.38	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	29497	1/14/2026	4,799.02	Walter E Nelson Company	
Supplier Payment	Check	29498	1/14/2026	165.63	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	29499	1/14/2026	16,604.80	Wex Bank	
Supplier Payment	Check	29500	1/14/2026	4,350.91	Zoho Corporation	
			Check	**5,404,404.34**		
Expense Payment	Direct Deposit	EFT-00331395	1/8/2026	128.75	Douglas Sweyer	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00331396	1/8/2026	164.91	Tad Mairs	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00331397	1/8/2026	211.45	Gavin Craig	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00331398	1/8/2026	498.95	Scott Boyer	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00331399	1/8/2026	240.50	Ryan Starbuck	Travel Advance
Expense Payment	Direct Deposit	EFT-00331400	1/8/2026	242.50	Jason Kitterman	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00331401	1/8/2026	116.75	Hunter Cramer	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00331402	1/8/2026	128.00	Lauren DiPalma	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00331403	1/8/2026	199.43	Douglas Van Aalst	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00331404	1/8/2026	116.00	Nicholas Kujava	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00331405	1/8/2026	220.81	Terry Cunnane	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00331406	1/8/2026	185.61	Missie Gawthorne	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00331407	1/8/2026	32.63	Bryan Edmiston	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00331408	1/8/2026	81.75	Jeremy Vanroyce	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00331409	1/8/2026	500.00	Glenn Donald	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00331410	1/8/2026	78.97	William Cooley	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00331411	1/8/2026	135.00	Brandon Altig	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00331412	1/8/2026	394.00	Omar Quintero	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00331413	1/8/2026	134.99	Tim Higgins	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00331414	1/8/2026	14.91	Jake Carlow	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00333481	1/15/2026	136.75	Melissa Sager	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00333482	1/15/2026	37.50	Jeffrey Anaya	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00333483	1/15/2026	48.00	Robert Block	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00333484	1/15/2026	322.00	Matthew Bachelder	Travel Advance
			Direct Deposit	**4,370.16**		
Supplier Payment	EFT	EFT-00331415	1/8/2026	2,275.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00331416	1/8/2026	151,622.91	Doolittle Acquisitions	
Supplier Payment	EFT	EFT-00331417	1/8/2026	15,364.26	Work Right NW	
Supplier Payment	EFT	EFT-00331418	1/8/2026	12,879.68	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00331419	1/8/2026	27,867.45	Northwest Royal Home Care	
Supplier Payment	EFT	EFT-00331420	1/8/2026	5,589.47	Lasko Printing Specialties Inc	
Supplier Payment	EFT	EFT-00331421	1/8/2026	6,966.67	Solid Waste Systems	
Supplier Payment	EFT	EFT-00331422	1/8/2026	10,151.45	Copiers Northwest Inc.	
Supplier Payment	EFT	EFT-00331423	1/8/2026	40,564.61	Vancouver National Historic Reserve Trust	
Supplier Payment	EFT	EFT-00331424	1/8/2026	5,000.00	Fourth Plain Forward	
Supplier Payment	EFT	EFT-00331425	1/8/2026	8,900.17	Ready Rebound, Inc.	
Supplier Payment	EFT	EFT-00331426	1/8/2026	8,942.33	Phone Pro Inc	
Supplier Payment	EFT	EFT-00331427	1/8/2026	1,065.75	Allegiance Benefit Plan Management Inc (Pension and Flex).	
Supplier Payment	EFT	EFT-00331428	1/8/2026	44.17	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00331429	1/8/2026	2,430.00	SC Beholdings LLC	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	EFT	EFT-00331430	1/8/2026	280.00	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00331431	1/8/2026	18,792.58	CivicPlus, LLC	
Supplier Payment	EFT	EFT-00331432	1/8/2026	2,125.00	Andrews Terry Jeffers LLP	
Supplier Payment	EFT	EFT-00331433	1/8/2026	17,887.73	Sarkinen Plumbing, Inc.	
Supplier Payment	EFT	EFT-00331434	1/8/2026	25,000.00	Mark43 Inc.	
Supplier Payment	EFT	EFT-00331435	1/8/2026	188,400.18	Share	
Supplier Payment	EFT	EFT-00331436	1/8/2026	68,207.00	Sazan Group, Inc	
Supplier Payment	EFT	EFT-00331437	1/8/2026	90,965.19	Council for the Homeless	
Supplier Payment	EFT	EFT-00331438	1/8/2026	52,793.34	YWCA Clark County	
Supplier Payment	EFT	EFT-00331439	1/8/2026	30,096.21	Precor Commercial Fitness	
Supplier Payment	EFT	EFT-00331440	1/8/2026	205,889.21	Midway Underground LLC	
Supplier Payment	EFT	EFT-00333385	1/9/2026	12,762.47	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00333386	1/9/2026	1,293.36	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00333387	1/9/2026	177.87	Legal Shield	
Supplier Payment	EFT	EFT-00333388	1/9/2026	33,183.23	IAFF Local #452	
Supplier Payment	EFT	EFT-00333389	1/9/2026	25,957.30	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	EFT	EFT-00333485	1/15/2026	7,931.61	Council for the Homeless	
Supplier Payment	EFT	EFT-00333486	1/15/2026	18,500.73	Pacific Federal Construction, LLC.	
Supplier Payment	EFT	EFT-00333487	1/15/2026	1,500.00	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00333488	1/15/2026	1,125.00	Avolve Software Corp	
Supplier Payment	EFT	EFT-00333489	1/15/2026	7,685.20	Sharon Rice	
Supplier Payment	EFT	EFT-00333490	1/15/2026	265,989.04	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00333491	1/15/2026	17,408.00	Zencity Technologies US Inc.	
Supplier Payment	EFT	EFT-00333492	1/15/2026	9,123.62	PSI Water Technologies Inc	
Supplier Payment	EFT	EFT-00333493	1/15/2026	253.22	HDR Engineering, Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00333494	1/15/2026	977.79	CoStar Reality Information Inc.	
Supplier Payment	EFT	EFT-00333495	1/15/2026	3,727.42	Power Systems West LLC	
Supplier Payment	EFT	EFT-00333496	1/15/2026	820,529.03	Granite Construction Company	
Supplier Payment	EFT	EFT-00333497	1/15/2026	430.50	ICC Codification, Inc.	
Supplier Payment	EFT	EFT-00333498	1/15/2026	66,723.67	Live Love Outreach	
Supplier Payment	EFT	EFT-00333499	1/15/2026	1,440.00	Rock Creek Communications, LLC	
Supplier Payment	EFT	EFT-00333500	1/15/2026	1,397.41	Loomis Armored US LLC	
Supplier Payment	EFT	EFT-00333501	1/15/2026	203,836.74	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00333502	1/15/2026	380.80	Copiers Northwest Inc.	
Supplier Payment	EFT	EFT-00333503	1/15/2026	5,700.00	Courtney R. Mendoza	
Supplier Payment	EFT	EFT-00333504	1/15/2026	62,393.75	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00333505	1/15/2026	280.00	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00333506	1/15/2026	531,979.81	Tapani Inc	
Supplier Payment	EFT	EFT-00333507	1/15/2026	1,242.01	Key Code Media, Inc	
Supplier Payment	EFT	EFT-00333508	1/15/2026	2,800.00	Andrew Prochniak	
Supplier Payment	EFT	EFT-00333509	1/15/2026	1,650.23	Harry's Key Service Inc	
Supplier Payment	EFT	EFT-00333510	1/15/2026	1,629.72	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00333511	1/15/2026	1,951.09	SiteCrafting Inc	
Supplier Payment	EFT	EFT-00333512	1/15/2026	440.00	KFPro, Inc	
Supplier Payment	EFT	EFT-00333513	1/15/2026	3,542.25	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00333514	1/15/2026	641.38	Life-Assist Inc	
Supplier Payment	EFT	EFT-00333515	1/15/2026	1,668.99	JH Kelly, LLC	
Supplier Payment	EFT	EFT-00333516	1/15/2026	489.60	Oregon Rifleworks LLC	
Supplier Payment	EFT	EFT-00333517	1/15/2026	6,131.11	Retail Lockbox Inc	
Supplier Payment	EFT	EFT-00333518	1/15/2026	1,548.00	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00333519	1/15/2026	4,103.93	Stock Enterprises LLC	
Supplier Payment	EFT	EFT-00333520	1/15/2026	360.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00333521	1/15/2026	103.37	T2 Systems Inc - Remit-To: T2- Atlanta	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	EFT	EFT-00333522	1/15/2026	13,260.54	Consolidated Electrical Distribution	
Supplier Payment	EFT	EFT-00333523	1/15/2026	34,302.90	Metereaders LLC	
Supplier Payment	EFT	EFT-00333524	1/15/2026	48,405.05	Share	
Supplier Payment	EFT	EFT-00333525	1/15/2026	5,400.41	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00333526	1/15/2026	6,543.54	Del Sol Inc	
Supplier Payment	EFT	EFT-00333527	1/15/2026	8,082.86	Western Water Works Supply Co Inc	
Supplier Payment	EFT	EFT-00333528	1/15/2026	2,718.91	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	EFT	EFT-00333529	1/15/2026	979.20	Distinctive Landscape LLC	
Supplier Payment	EFT	EFT-00333530	1/15/2026	7,516.49	Vanquish Investment Group	
Supplier Payment	EFT	EFT-00333531	1/15/2026	11,827.65	Elizabeth Kunesh	
Supplier Payment	EFT	EFT-00333532	1/15/2026	18,451.76	State of Washington Department of Enterprise Services	
Supplier Payment	EFT	EFT-00333533	1/15/2026	88,935.01	First Forty Feet LLC	
			EFT	**3,377,513.93**		
Supplier Payment	Manual Wire		1/2/2026	37,812.93	JP Morgan Chase Bank, N.A	
Supplier Payment	Manual Wire		1/5/2026	64,700.83	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		1/5/2026	185,105.10	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		1/5/2026	14,797.70	Washington Dental Service	
Supplier Payment	Manual Wire		1/6/2026	273,161.77	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		1/6/2026	12,226.73	VSP Vision Care Inc	
Supplier Payment	Manual Wire		1/7/2026	616,351.93	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		1/8/2026	200.43	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	Manual Wire		1/8/2026	134.04	Keybank National Association	
Supplier Payment	Manual Wire		1/9/2026	11,599.39	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		1/9/2026	586.00	Oregon SDU	
Supplier Payment	Manual Wire		1/9/2026	6,357.98	Washington SDU	
Supplier Payment	Manual Wire		1/9/2026	394,115.78	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		1/9/2026	33,575.00	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		1/9/2026	61,168.07	Washington State Firefighters	
Supplier Payment	Manual Wire		1/9/2026	54,823.66	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		1/9/2026	286,410.31	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		1/9/2026	16,753.00	Washington Dental Service	
Supplier Payment	Manual Wire		1/9/2026	86,814.66	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		1/12/2026	1,341,675.30	Internal Revenue Service	
Supplier Payment	Manual Wire		1/12/2026	188.00	Colorado Department of Revenue	
Supplier Payment	Manual Wire		1/13/2026	514,163.11	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		1/13/2026	49,708.78	State of Oregon Department of Revenue	
Procurement Card Payment	Manual Wire		1/13/2026	738,616.36	CoV JPM Procurement Card	
Supplier Payment	Manual Wire		1/14/2026	13,331.25	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		1/15/2026	825,962.74	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		1/15/2026	175.00	KFPro, Inc	
Supplier Payment	Manual Wire		1/15/2026	132.05	Bank of America N.A.	
Supplier Payment	Manual Wire		1/16/2026	68,712.29	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		1/16/2026	3,668.40	Washington Dental Service	
Supplier Payment	Manual Wire		1/16/2026	66,874.73	Blue Cross Blue Shield of Oregon	
			Manual Wire	**5,779,903.32**		

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
			Checks	**5,404,404.34**		
			Direct Deposit	**4,370.16**		
			EFT	**3,377,513.93**		
			1/12/2026	23,177.59	City Payments	Posted 01-05-26 - 01-11-26
			1/20/2026	4,857.08	City Payments	Posted 01-12-26 - 01-18-26
			Hansen Total	**28,034.67**		
			1/12/2026	1,392.00	Miscellanous	Parks Class Refunds FCC 01-05-26 - 01-11-26
			1/12/2026	1,337.00	Miscellanous	Parks Class Refunds MCC 01-05-26 - 01-11-26
			1/20/2026	912.50	Miscellanous	Parks Class Refunds FCC 01-12-26 - 01-18-26
			1/20/2026	1,351.81	Miscellanous	Parks Class Refunds MCC 01-12-26 - 01-18-26
			VISA Total	**4,993.31**		
			Payroll Total	**4,373,605.07**		
			GRAND TOTAL	**18,972,824.80**		

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City of Vancouver
Payroll Council Report
January 05, 2025 - January 18, 2026

Check No.	Date	Explanation	Amount	
3202 - 3214	01/09/26	January 9th Payroll	$	2,745.65
331441 - 333384	01/09/26	January 9th Direct Deposits	$	4,370,859.42

$ 4,373,605.07

AN ORDINANCE repealing Vancouver Ordinance No. M-3927, adopted September 14, 2009 relating to the then-adoption of Vancouver Indigent Defense Standards; providing for approval of updated indigent standards by the City Manager or designee, and providing for an effective date.

Staff Report: 007-26

To: Mayor and City Council
From: City Manager
Date: January 26, 2026

Subject
Public Defense Standards Revision

Key Points

- Ordinance M-3927, approved September 14, 2009, adopted indigent defense standards for the provision of indigent defense services to qualifying individuals through contracts with third-party private attorneys.
- The City has determined it is appropriate to revise its indigent defense standards based on recent Orders by the Washington Supreme Court, and the adoption of updated indigent defense standards by the Washington State Bar Association (WSBA).
- Delegates authority to the City Manager or designee to approve the revised indigent defense standards and future revisions when appropriate.
- The City Manager is prepared to approve replacement Vancouver Indigent Defense Standards contemporaneous with the repeal of Vancouver Ordinance No. M-3927.

Strategic Plan Alignment
High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Present Situation
The City has a constitutionally mandated responsibility to provide public defender services for eligible persons who are entitled to representation. Under RCW 10.101.30, the State of Washington requires cities and counties to adopt standards for the delivery of public defense services and within available resources, the City desires to provide the best practical defense services to the City's indigent populations.

On September 14, 2009, City Council adopted Ordinance M-3927 which outlined standards for public defense services. On June 9, 2025, the Washington State Supreme Court adopted new caseload limits for attorneys representing criminal defense clients. These caseload limits, which is 120 (non-weighted) cases per attorney within a 12-month period, will be implemented in a phased approach with full compliance required for 10 years from January 1, 2026. Case weighting is permissible and encouraged. In its revised standards, the City proposes the following weighting system to achieve the required caseload limits:

Public Defense Case Weighting	
Case Points	Case Type
1.5	DUI, Physical Control, Assault 4 — sexual motivation, Communicating with a Minor for Immoral Purposes
1.0	All gross misdemeanors not designated as 1.5 cases
0.5	All misdemeanors not designated as .33 cases
0.33	Driving While License Suspended in the 3rd Degree (DWS 3), any case resolved at first appearance/ arraignment, probation violations, deferred prosecution revocations, any other post-conviction matter

Advantage(s)
Updating the Standards will help the City's contracted attorneys address reductions in (allowed) caseload maximums by implementing a case weighting system that more closely represents time and resources spent on types of misdemeanor cases.

Challenge(s)
Staff will monitor caseloads per the new weighting system and determine whether additional or revised weights will be necessary in the future to address caseload maximum requirements. Availability and capacity of contracted attorneys will likely continue to be a challenge.

Budget Impact
There may be cost savings to the City with the new Standards that include a case weighting system. Based on State requirements that reduce allowable cases/attorney, the City has had to contract with additional attorneys which results in additional administrative cost and, sometimes, higher compensation rates.

Prior Council Review
January 12, 2026 - Consent Agenda

Action Requested
On Monday, January 26, 2026, upon second reading and a public hearing, finalize and approve the ordinance to repeal Ordinance No. M-3927, which adopted Indigent Defense Standards in 2009, and authorizes the City Manager or designee to approve revised Indigent Defense Standards.

Staff Contact
Katherine Kelly, Program and Policy Development Manager, katherine.kelly@cityofvancouver.us

Attachments:
1. Ordinance

01/12/26 (Date of First Reading)
01/26/26 (Date of Public Hearing)

ORDINANCE NO. _____

AN ORDINANCE repealing Vancouver Ordinance No. M-3927, adopted September 14, 2009 relating to the then-adoption of Vancouver Indigent Defense Standards; providing for approval of updated indigent standards by the City Manager or designee, and providing for an effective date.

WHEREAS, the City of Vancouver, Washington (City) is a municipal corporation and first-class city of the State of Washington, organized and existing under and by virtue of the Constitution, the general laws of the State of Washington, and the Vancouver Charter; and

WHEREAS, on September 14, 2009, the City Council approved Ordinance No. M-3927, which adopted indigent defense standards for the provision of indigent defense services to qualifying individuals through contracts with third-party private attorneys; and

WHEREAS, based on recent Orders by the Washington Supreme Court, and the adoption of updated indigent defense standards by the Washington State Bar Association (WSBA), the City has determined it appropriate to approve revised indigent defense standards; and

WHEREAS, City Council has determined that delegating authority to the City Manager or designee to approve the revised indigent defense standards and future revisions when appropriate will allow for greater resilience in ensuring that individuals charged with misdemeanor crimes in the City will receive defense services meeting or exceeding adopted state standards; and

WHEREAS, the City Manager is prepared to approve replacement Vancouver Indigent Defense Standards contemporaneous with the repeal of Vancouver Ordinance No. M-3927, including implementation of the WSBA maximum caseload standards, implementation of a new case weighting system that takes into account the complexity of cases for purposes of counting cases under new caseload standards, and that the reduction from the current maximum caseload standard will occur

over a 10-year period consistent with the Emergency Order issued by the Washington Supreme Court June 9, 2025; and

WHEREAS, City Council finds it necessary and in the best interests of the public that Ordinance No. M-3927 be repealed in its entirety.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Repeal of Ordinance No. M-3927. Ordinance No. M-3927, adopted September 14, 2009, relating to the then-adoption of Vancouver Indigent Defense Standards, is repealed in its entirety.

Section 2. Authority of City Manager to Approve New Indigent Defense Standards. The City Manager or designee is authorized to approve and implement new Vancouver Indigent Defense Standards, including future amendments determined necessary or appropriate by the City Manager or designee.

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

Section 4. Effective Date. This Ordinance shall become effective five days after final passage.

DATE OF FINAL PASSAGE by the Vancouver City Council: January _____, 2026.

SIGNED this _____ day of January, 2026.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE repealing Vancouver Ordinance No. M-3927, adopted September 14, 2009 relating to the then-adoption of Vancouver Indigent Defense Standards; providing for approval of updated indigent standards by the City Manager or designee, and providing for an effective date.

The full text of this Ordinance will be mailed upon request. Contact public records staff at (360) 487-8480, citypdr@cityofvancouver.us, or via Public Records Request -The City of Vancouver, WA.

CITY OF Vancouver WASHINGTON

Main Street Promise Project Update

Chris Harder
Deputy Director
Economic Prosperity and Housing

Ryan Lopossa
Transportation Division Manager
Public Works

January 26, 2026

Agenda

- Project Goals & Guiding Principles
- Year 1 Recap
- Project Challenges & Concerns
- What's Next for 2026
- Discussion

Project Goals & Guiding Principles

Informed by robust community engagement

- A safer, more walkable corridor that centers pedestrians
- Enhanced placemaking that fosters a sense of community
- Improved accessibility and connectivity
- Long-term economic vibrancy

Year 1 Recap: Construction

Phase 1 (Utilities) – Fully Completed

- Sewer and water upgrades complete across entire corridor

Phase 2 (Streets & Sidewalks) – Significant Progress

- Fully complete: 500, 1300, 1400 blocks
- Mostly complete: 600, 1100, 1200 blocks
- Furnishings and lighting being installed on completed blocks

Construction is currently ahead of schedule for a late 2026 completion

Businesses
OPEN
During
Construction

ROAD
CLOSED
TO THRU TRAFFIC

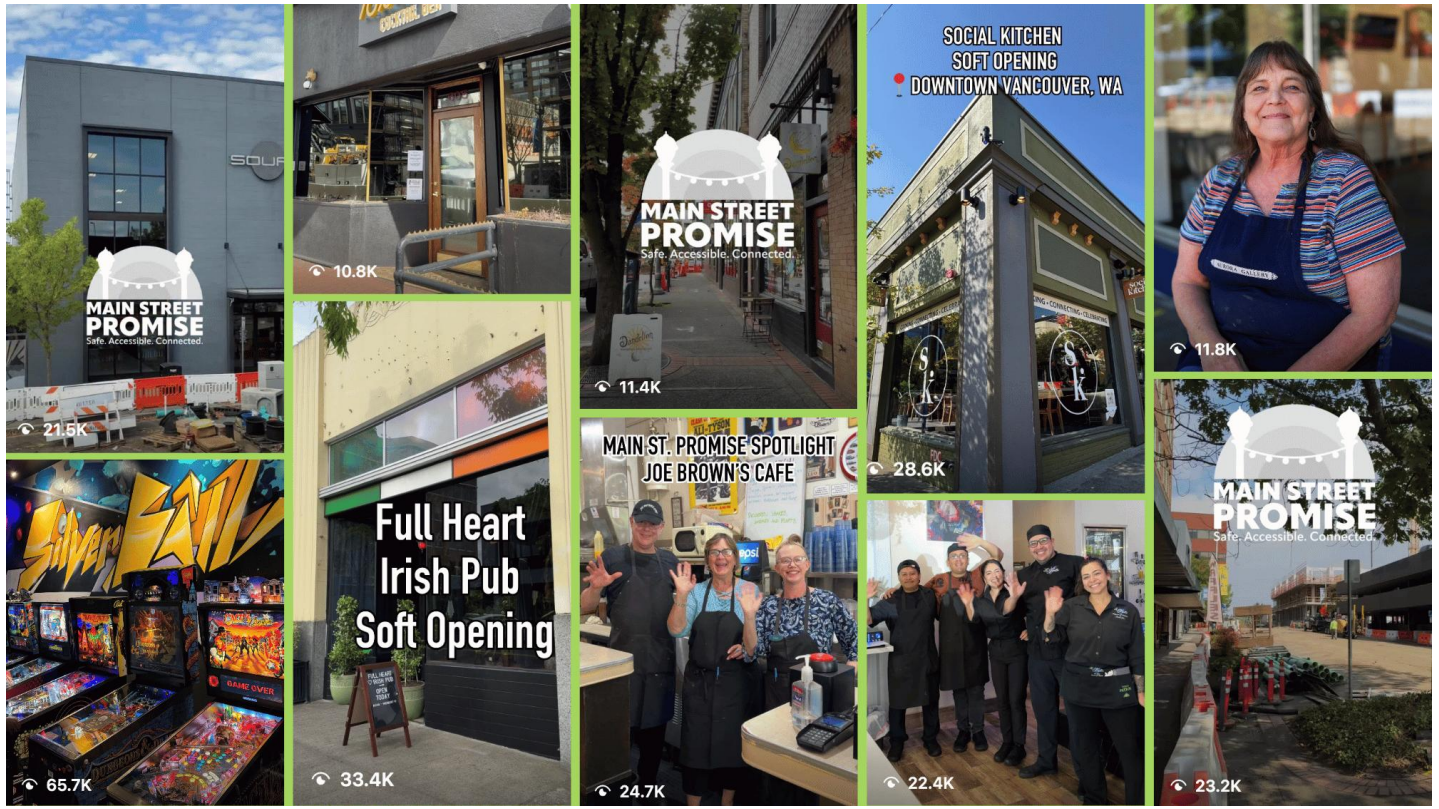
DEERE

DEERE

Year 1 Recap: Business Support & Engagement

- 15 Coffee Corner events
- 8 Block Captain meetings
- 5 Downtown Stakeholder Forums
- Access to VDA programs
- Corridor marketing & promotion
- Holiday construction pause
- Direct business engagement

Business & Corridor Promotion



Business Support

Project Challenges & Concerns

- Some businesses experiencing a decline in sales during construction
- Rollout of new outdoor dining policies specific to Main Street
- Coordination and timing with certain utility partners
- General stakeholder fatigue

What's Next in 2026

- Complete remaining Phase 2 construction on remaining blocks
- Finalize construction near two private projects
- Continued corridor promotion
- Two new VDA business support programs
- Tree planting and landscaping
- End of project celebration (TBD)

Discussion

Main Street Promise Engagement & Communications

The City of Vancouver is deeply committed to helping Main Street businesses thrive—before, during, and after construction. Here's how we've prioritized business care and community collaboration throughout this transformative project:

✅ BEFORE CONSTRUCTION

Community Engagement & Design Input

- Hosted 4 Open House events with hundreds of attendees to gather feedback on street design preferences.
- Formed a 15-member Project Advisory Group representing business owners, residents, and stakeholders to guide design decisions over a 1-year process.
- Launched surveys (mailed and online) to understand business needs and gather input on preferred design elements.

Business Outreach & Communication

- Built a master contact list using business license data and direct outreach to ensure discoverable Main Street businesses contact information.
- Created email listserv groups by block for targeted construction updates.
- Installed 13 billboard signs along Main Street with QR codes linking to surveys, contact info, and project details.

Resources & Readiness

- Published the Business Owner's Construction Toolkit & Guide with best-practice strategies for businesses to stay resilient during construction.
- Hired a dedicated city staff person to serve as a liaison between businesses and the construction team.
- Embedded contract language in construction bid requiring business access as a top priority.
- Celebrated with a Golden Shovel Kick-Off Event in December 2024.

🚧 DURING CONSTRUCTION

Enhanced Communication

- Required construction contractor to designate an on-site business liaison to interface directly with business owners and downtown stakeholders.
- Launched a Block Captain program where each block has a business volunteer acting as a designated liaison to share construction updates, answer questions, and flag concerns or issues.
- Send weekly email updates to block captains with milestones, timelines, and logistics.
- Send monthly eNewsletters to registered business owners and downtown stakeholders.
- Provide centralized updates on the Main Street Promise website.
- Providing direct project team access via:
  - Project Hotline: 360-487-8770
  - Project Email: MainStreetPromise@cityofvancouver.us

Visibility & Access

- Created and installed "We Are Open" sidewalk signs and "Businesses Are Open" road signage to maintain visibility and foot traffic.

Community Activation

- Hosted a Small Business Resource Fair on May 15, 2025 with another planned for May 27, 2026.

- Host bi-monthly Downtown Stakeholders Meetings that regularly feature MSP updates and information on business assistance programs.

Supported Events

- Museum Art Unveiling (July 2025, using Brickhouse Bar for food and beverages
- Upper Block Party (August 2025) with music and community celebration
- First Friday Art Walk Holiday Celebration (December 2025)
- Ongoing Coffee Corner Chats held at local businesses; 15 events to date, with 300+ attendees
- Through the City's Lodging Tax Grant Program supported 12 downtown events and festivals in 2025 that attracted more than 75,000 visitors and potential customers.

Digital Tools & Business Support Resources

- Launched the Explore Main Street Map, an interactive website to help shoppers find businesses, parking, and construction updates.
- Offer one-on-one personal business advising in partnership with the U.S Small Business Administration.
- Research and connect businesses to funding via our Business Grant & Funding page.
- Share business classes and workshops to businesses with our Business Resources page.

🤝 VANCOUVER'S DOWNTOWN ASSOCIATION: CITY'S BUSINESS SUPPORT PARTNER

Grants & Technical Assistance

- Bricks & Clicks Grant Program
  - Grants for façade improvements and e-commerce strategies
  - 41 grants awarded within the project corridor 2024-2026
- Business Mentorship Program
  - Guidance from retail and restaurant industry professionals
  - Tailored plans to boost sales during construction
  - Long-term resiliency strategies
  - 12 Main Street merchant-level businesses active in program
- Business Bootcamp Program
  - Consultant-led workshops focused on social media and marketing strategy
  - Practical tools to build business resiliency during construction and beyond
  - First session scheduled for 1/26/20206, but workshops will occur throughout year
- Outdoor Seating Grant (forthcoming)
  - Grants to support outdoor seating and related streetscape amenities
  - Guidance to help merchants select and install high-quality, durable, and cohesive furnishings
  - Enhances customer experience, activates storefront area, and increases business visibility
  - Launching March 2026

Marketing & Promotion

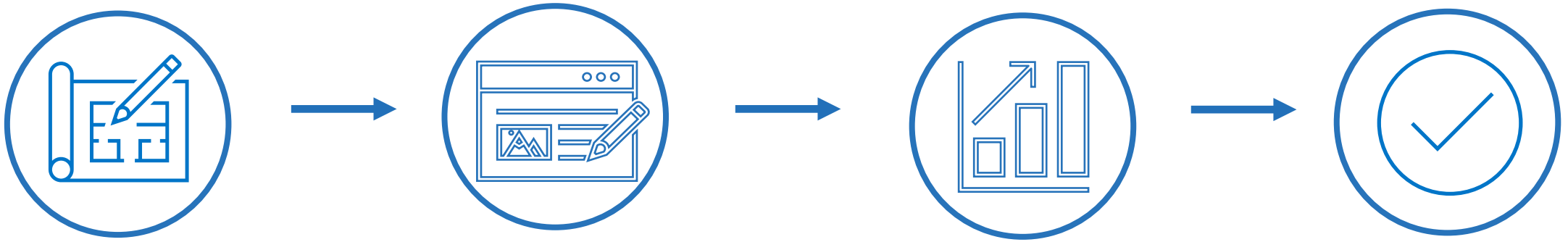
- Hired a multimedia manager to create marketing collateral for impacted businesses
- 51 Main Street business feature videos completed, resulting in close to 2.3M views, reaching more than 950K unique individuals with 72K content interactions.

Event Sponsorship & Activation

- Sponsored, collaborated and/or hosted high-traffic events, bringing thousands downtown: Pride Block Party; Lucky 7 Flea Markets; Doggy Fashion Show; Pokémon Go Main Street Scavenger Hunt; Monthly First Friday Art Walks; Storefront window contests and seasonal promotions

National Environmental Policy Act (NEPA)

- Required for federally funded projects
- Evaluates impacts on human and natural environment
- Requires agency and public participation in project planning
- Identifies project alternatives with design options, environmental effects, mitigations



Notice of Intent

Draft Environmental Impact Statement

Final Environmental Impact Statement

Record of Decision

IBR – Closing Out the Environmental Process