

Letter of Commitment from City of West Linn to Willamette Falls Heritage Area Coalition Regarding the Historic City Hall Building at 22825 Willamette Drive in West Linn

This Letter of Commitment (“LOC”) follows a previously executed Letter of Intent in December 2018 under which the City of West Linn (“City”) and Willamette Falls Heritage Area Coalition (“Coalition”) agreed to conduct due diligence investigations regarding the City-owned building at 22825 Willamette Drive in West Linn (“Historic City Hall”) at Coalition expense.

Appropriate architectural, engineering, capital project funding, capital project phasing, and Cultural Center and nonprofit building occupancy operations’ due diligence work efforts have been completed by the Coalition.

This Letter of Commitment is legally binding. Attached exhibits are incorporated herein as though included in the body of this LOC.

RECITALS

1. The Historic City Hall building, completed in 1936, is an important historic structure that lies vacant and needs appropriate capital improvements, upgrades, and public-use occupancy.
2. The Coalition is a partnership of public, private, and nonprofit organizations with a shared passion for the 56-river-miles of the proposed Willamette National Heritage Area: its rich history, natural beauty, agriculture, and recreational opportunities. The Coalition’s mission is leading efforts to enhance, assist, and promote the Heritage Area.
3. The City and Coalition both support a partnership to develop an arts and heritage Cultural Center (“Cultural Center”) in the Historic City Hall that recognizes its pivotal location adjacent to the Arch Bridge, the iconic Willamette Falls Navigational Canal & Locks, and great falls of the Willamette River; and serves as a gateway to West Linn, the Willamette Falls State Heritage Area, and the proposed National Heritage Area.
4. The City is currently working on a broader Waterfront Master Planning Project which aims to revitalize a large section of land stretching along the Willamette River for more than two miles upstream of the Arch Bridge/Historic City Hall area. The proposed Cultural Center will serve as a catalyst for implementation of these efforts.
5. The Coalition proposes to collaborate and partner with other local and regional cultural nonprofits for operational coordination of cultural activities and attractions to provide cultural experience opportunities to visitors and residents.
6. The Cultural Center meets West Linn’s objective to “Build on the rich natural and cultural history of West Linn and its relationship to the environment, particularly the Willamette River.”
7. The Cultural Center is a collaboration between the City and nonprofit organizations to the benefit of the public. Each of these partner organizations has a public mission and vision that supports both a local and regional cultural space as well as reestablishing the identity of West Linn’s “historic heart.”
8. The Cultural Center will serve to enhance the value of West Linn’s Historic City Hall by serving as a resource for the community and visitors alike. Eventual façade restoration will bring the building back to its historic appearance while providing public accessibility for its adaptive re-use.
9. The physical proximity of the Cultural Center across the Arch Bridge from the Willamette Falls Legacy Project, inclusive of the Riverwalk Project, is both serendipitous and strategic. As a unique cultural nexus for Clackamas County, the location positions the Center to serve as a

magnet destination that will draw visitors west of the river into West Linn, its Historic City Hall district, and future Waterfront Project.

DUE DILIGENCE FINDINGS

Pursuant to the December 2018 Letter of Intent, the Coalition undertook due diligence efforts which have yielded the following:

1. Summary of Architectural/Engineering Findings:
 - a. The intent of the architectural and engineering analysis was to evaluate the existing condition of the Historic City Hall building and its building systems to determine necessary and future improvements for adaptive re-use, and facilitate preservation/restoration to enable this unique Works Progress Administration building to remain useful for years to come.
 - b. The architectural and engineering findings of fact are not inconsistent with expectations for a building constructed in 1936 and remodeled a number of times over the years for a variety of uses. No extraordinary or unexpected conditions were found.
 - c. An exception to the number of WLMC required parking spaces will be sought through appropriate City processes to be consistent with the unique attributes of the site and the building's proposed uses.
 - d. There are numerous code required upgrades that were identified, including such things as:
 - i. Abatement of asbestos containing materials.
 - ii. Decommissioning the building's heating oil tank (as part of new HVAC system installation).
 - iii. ADA compliant parking, entry, and access to interior spaces and facilities.
 - iv. Energy Code requirements for insulation, doors, and windows.
 - v. Fire & Life Safety upgrades such as appropriate fire separations between spaces, and alarm, exiting, and emergency lighting systems.
 - vi. A formal appeal to the Building Official will be made to allow upper level assembly use (public meetings) without installing a fire suppression system that would compromise the historic integrity of the building interior.
 - vii. Additional toilet rooms.
 - viii. Change water supply and waste piping to appropriate, code-approved material.
 - e. Complete new roofing and HVAC systems are required as the existing ones are at the end of their useful lives.
 - f. Need to open up the north façade of the building similar to the original design.
 - g. Need to appropriately clean exterior masonry and replace inappropriate north façade awning.
 - h. All new interior walls, finishes (such as flooring, etc.), fixtures (such as casework, decorative lighting fixtures, etc.), and furnishings (window coverings, seating, etc.) will be required for Cultural Center operation on the first floor as well as public meeting spaces and nonprofit offices on the second floor.
 - i. Removal of existing dropped ceilings is required to restore original interior building volume (ceiling height) and specialty construction will duplicate historic ceiling detail where it has been altered.
2. Proposed tenant improvements provide the following:

- a. Main Floor Plan:
 - i. Cultural Center main gallery space including glass fronted display wall
 - ii. Cultural Center video room
 - iii. Cultural Center reception
 - iv. Storage for the Cultural Center and nonprofit tenants
 - v. Mechanical, electrical, and janitorial rooms
 - vi. Toilet rooms
 - vii. One office adequate for two people to house Coalition and Cultural Center personnel
 - viii. Donor wall
 - b. Upper Level Plan:
 - i. Lobby
 - ii. Public Meeting Hall (60-person max. occupancy)
 - iii. Common area for shared services such as copiers, printers, etc.
 - iv. Offices for nonprofit tenancy
 - v. Break room to also serve as light kitchen support for public meeting space
 - vi. Toilet rooms
 - vii. Janitorial room
3. Project construction phasing detail is attached as Exhibit A to this LOC.
 4. Cost estimates for project design and construction phasing is attached as Exhibit B to this LOC.
 5. Necessary Partnership Agreements:
 - a. Lease Agreement between the City and Coalition is attached as Exhibit C to this LOC.
 - b. Sub-leasing is addressed in Section 11 of the Lease Agreement attached as Exhibit C to this LOC. Sub-lease agreements between the Coalition and other nonprofit tenants shall make the third party subject to applicable Tenant obligations under the master lease.
 - c. Tenant Rules and Responsibilities to establish expectations for behavior will be an exhibit to every sub-lease agreement.
 - d. Shared Services Agreement between the Coalition and other tenants will itemize proportional financial responsibilities for such things as copier lease costs, monthly data usage, and janitorial services.
 6. Proposed funding plan for phase 1 design and construction is provided as Exhibit D to this Letter of Commitment. The names of private granting agencies are protected in Exhibit D, since it is a public document, to maintain confidentiality until grant award.

TERMS

The following obligations are agreed to by the City and the Coalition:

1. Joint Obligations and Agreements of City and Coalition:
 - a. The City and Coalition will share resources with the intention of establishing a Cultural Center at the Historic City Hall in West Linn, through a phased approach.
 - b. The City and Coalition will collaborate effectively to complete the Phase 1 project no later than 2021, with an anticipated completion date of 2020.

- i. This Phase 1 project schedule meets the requirements for use of City's overall GO Bond funds within three (3) years.
- c. The City and Coalition agree to coordinate grant applications for capital funding as deemed necessary by the granting agency.
 - i. For instance, if a CDBG grant is pursued for ADA-related work efforts, the City shall submit such application under its name. The grant application itself will be drafted by the Coalition as will be required status reporting.
 - ii. Other granting agencies may prefer to have a public agency or the property owner as the applicant. In such instances, the City shall submit grant applications under its name with grant applications and required status reports drafted by the Coalition.
- d. The City and Coalition agree the construction bid process cannot commence until all Phase 1 project grant funding awards have been made.
- e. The City and Coalition agree to collectively approach contiguous property owners with the intent of negotiating and finalizing a parking agreement to the benefit of the Cultural Center and its resident nonprofit organizations.
- f. The City and Coalition agree to execute the Lease Agreement concurrent with City Certificate of Occupancy, including Temporary Certificate of Occupancy if applicable.

2. Coalition Obligations:

- a. Coalition is responsible for complete architectural/engineering design services for the Phase 1 project including cost estimating.
 - i. Coalition's architectural/engineering contract for design will include support by the architect through the bid process, award, and construction administration.
 - ii. Coalition may manage the future design process for subsequent project phases.
- b. Coalition will fund the Phase 1 design work effort through the Clackamas County Tourism grant awarded for 2019.
- c. Coalition will fund the Phase 1 construction work effort through grants that make up the difference between the City's financial obligation stated below and total estimated Phase 1 project costs.
- d. Coalition will manage Cultural Center operations, access to public meeting space, and nonprofit tenancy.

3. City Obligations:

- a. City shall provide access to the Historic City Hall for any purpose in support of designing or funding the proposed Cultural Center project.
- b. City shall provide Four Hundred Thousand Dollars (\$400,000) from its General Obligation bond proceeds for construction of Phase 1 capital improvements for the Cultural Center.
 - i. City funds are anticipated to contribute to building systems' replacements and upgrades such as mechanical, plumbing, electrical, energy code work efforts, exterior doors and windows, site improvements, and hazardous material remediation.
 - ii. City shall invoice Coalition for 50% reimbursement of each City-approved contractor billing until the City's Four Hundred Thousand Dollar (\$400,000) financial obligation has been met, and then the City shall invoice Coalition for 100% reimbursement of City-approved contractor billings. Coalition shall make payment within fourteen (14) days of receipt of City invoice.

- c. City agrees to timely review and processing of parking space exception, fire suppression system appeal, and all permitting and related inquiries.
- d. City shall manage the construction bid process and award following appropriate City contracting regulations.
 - i. It is anticipated the bid package will include bid alternates to manage scope and actual construction cost.
- e. City shall provide construction management services for the Phase 1 project through final close-out.
 - i. The City may manage future bid and construction processes for subsequent project phases.

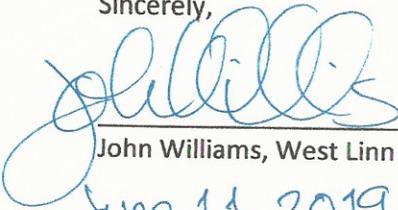
ADDITIONAL TERMS

1. Indemnification:
 - a. Coalition shall defend, indemnify, and hold harmless City, City's officers, employees, agents, and representatives from and against all liability, claims, demands, judgments, penalties, and causes of action of any kind or character, or other costs or expenses incidental to the investigation and defense thereof, or whatever nature, resulting from or arising out of the activities of the Coalition or its agents, or employees under this LOC, except, however, that the foregoing shall not apply to liability that arises out of City's negligence.
 - b. City shall defend, indemnify, and hold harmless Coalition, Coalition's officers, employees, agents, and representatives from and against all liability, claims, demands, judgments, penalties, and causes of action of any kind or character, or other costs or expenses incidental to the investigation and defense thereof, of whatever nature, resulting from or arising out of the activities of its contractor or its subcontractors, agents, or employees under this LOC, except, however, that the foregoing shall not apply to liability that arises out of Coalition's negligence.
2. Timing: This proposed Letter of Commitment may be accepted until 5:00 p.m. on July 15, 2019 ("LOC Expiration"). If the above terms and conditions are acceptable, Coalition should sign this LOC in the signature block provided below and deliver the signed letter to the City prior to the LOC Expiration. If this LOC is not signed by Coalition and delivered to the City prior to the LOC Expiration, the Letter of Commitment will be deemed withdrawn and will be of no further force or effect. Coalition shall deliver the signed LOC to Deputy City Manager John Williams, West Linn City Hall, 22500 Salamo Road, West Linn, OR 97068.
3. Merger: This writing is intended both as a final expression of the LOC between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the LOC. No modification of this LOC shall be effective unless and until it is made in writing and signed by both parties.
4. Governing Law: The provisions of this LOC shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this LOC must be brought in the appropriate court of the State of Oregon.
5. Severability: In the event any provision or portion of this LOC is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

6. Force Majeure: Neither Party shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the LOC.
7. Nonwaiver: The failure of either party to insist upon or enforce strict performance by the other party of any of the terms of this LOC or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.
8. Early Termination:
 - a. This LOC may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties and for the following reasons:
 - i. If work under the LOC is suspended by an order of a public agency for any reason considered to be in the public interest, or by reason of any third party judicial proceeding relating to the work; or
 - ii. If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the LOC.
 - b. Termination under any provision of this Section 8 shall not affect any right, obligation, or liability of Coalition or City which accrued prior to such termination.

Thank you for the opportunity to present this Letter of Commitment. We are very excited about the potential for this adaptive re-use of the Historic City Hall and we look forward to working with you on this project.

Sincerely,



 John Williams, West Linn Deputy City Manager/Community Development Director
 June 11, 2019

 Date

FOR COALITION:

This Letter of Commitment accepted on this 13th day of JUNE, 2019.

By:



 Jon Gustafson, President

**Proposed Construction Phasing for Historic City Hall Adaptive Re-Use as a
Cultural Center and Home to Nonprofit Cultural Organizations**
As of May 20, 2019

Phase 1: Useable and Attractive Cultural Center (estimated construction 2020)

1. Code required upgrades:
 - Asbestos abatement
 - Decommission existing heating oil tank
 - ADA
 - exterior upgrades
 - parking
 - access
 - entrance
 - interior upgrades
 - replace handrail on existing stairway
 - remodel toilet rooms
 - improve ramped floor transitions
 - install compliant drinking fountains
 - install new HVAC controls at code required height
 - Attic insulation and first floor interior insulation
 - Rehab/replace first floor exterior doors and windows
 - Replace water supply and waste piping to code approved material
 - Provide required fire separations
 - Construct new interior stairwell and demo exterior staircase
 - Test/replace/add required exit signs
 - Install new emergency egress lighting
 - Provide required emergency lighting
 - New/modified fire alarm system
 - Service/replace and relocate fire extinguishers
 - Add additional toilet room
2. Correct NW exterior walkway deficiencies
3. Open up north façade of building similar to original design
4. Replace roof
5. Replace existing HVAC/boiler system with new gas fired units, and all related work efforts
6. Demolish existing wall mounted heat pump unit and all related work efforts
7. Decommission existing oil fired furnace and all related work efforts; boiler to remain in place as historical artifact. Cost savings also associated with leaving the boiler in place rather than removing.
8. Clean exterior walls

9. First floor -- Remove existing dropped ceilings to restore original building volume (ceiling height) to greatest extent possible and upgrade suspension systems where dropped ceiling necessary/desirable
10. First Floor – Tenant improvements
11. First Floor -- Modify/replace interior doors and hardware as required
12. First Floor -- Install occupancy and daylight, time clock controls
13. First floor -- Replace first floor fluorescent lighting with LED fixtures
14. Modify, as necessary, existing low voltage and security cameras based on TIs and tenant's needs
15. Add key card access system
16. Replace existing exterior awning
17. New exterior signage
18. New landscaping
19. First Floor – furnishings, fixtures and equipment
20. Second Floor -- Install inexpensive carpet to make habitable for interim occupancy
 - Provide upcycled furniture for interim use of second floor meeting room in existing configuration
21. Second Floor -- Provide wi-fi for nonprofit interim occupancy in existing configuration

Phase 2: Complete, historically resonant, and useable project (construction timing TBD)

- Second floor -- Window rehab/replacement
- Second floor – Tenant improvements
- Second Floor -- Interior insulation
- Second floor -- Remove existing dropped ceilings to restore original building volume (ceiling height) to greatest extent possible and upgrade suspension systems where dropped ceiling necessary/desirable
- Second floor -- Relocate second floor fire extinguishers (based on new layout)
- Second Floor -- Modify/replace doors and hardware as required
- Second Floor -- Install occupancy and daylight, time clock controls
- Second Floor -- Replace fluorescent lighting with LED fixtures
- Second Floor -- Install new casework at breakroom with ADA compliant sink and appliances
- Evaluate existing split mechanical system to determine timing of replacement
- Second Floor – furnishings, fixtures and equipment

**Project Cost Estimates for Historic City Hall Adaptive Re-Use as a
Cultural Center and Home to Nonprofit Cultural Organizations
As of May 20, 2019**

Phase 1: Useable and Attractive Cultural Center (estimated construction late summer/early fall 2020; cost estimates include construction cost escalation from spring 2019 to the estimated mid-point of construction, Oct. 1, 2020)

1. Construction	
a. Division 1 – General Requirements	\$ 58,000
b. Division 2 – Site Construction	24,630
c. Division 3 – Concrete	3,960
d. Division 4 – Masonry	12,000
e. Division 5 – Metals	35,000
f. Division 6 – Woods & Plastics	26,775
g. Division 7 – Thermal & Moisture Protection	90,300
h. Division 8 – Doors & Windows	73,940
i. Division 9 – Finishes	113,620
j. Division 11 – Equipment	56,400
k. Division 12 – Furnishings	7,400
l. Division 15 – Mechanical/Plumbing	95,000
m. Division 16 – Electrical	37,500
n. Contingency (20%)	123,505
o. Contractor Fee (18%)	113,855
p. Insurance (1.5%)	9,490
q. Bonding (3%)	18,980
2. Full Service Design Fees	72,000
a. Contingency (10%)	7,200
b. Preliminary TI Floor Plans	6,415
3. Grant Writing Fees	10,000
a. Contingency (10%)	1,000
4. Owner's Representative Fees	10,000
a. Contingency (10%)	1,000
5. Coalition Funding Administration Fees	10,000
6. Estimated Permit Fees	7,000

Grand Total Phase 1 Project Cost Estimate

\$1,024,970

Phase 2: Complete, Historically Resonant, and Useable Project (construction timeline to be determined; cost estimates provided in spring 2019 dollars)

1. Construction	
a. Division 1 – General Requirements	\$ 4,000
b. Division 6 – Woods & Plastics	14,850
c. Division 7 – Thermal & Moisture Protection	1,360
d. Division 8 – Doors & Windows	22,560
e. Division 9 – Finishes	60,410
f. Division 11 – Equipment	37,800
g. Division 12 – Furnishings	5,184
h. Division 15 – Mechanical/Plumbing	22,050
i. Division 16 – Electrical	14,750
j. Contingency (20%)	31,393
k. Contractor Fee (18%)	29,470
l. Insurance (1.5%)	2,455
m. Bonding (3%)	4,910
2. Full Service Design Fees	Phase 1 Project Cost
a. Identify separate stand-alone bid package and construction administration support	3,000
3. Grant Writing Fees	2,500
a. Contingency (10%)	250
4. Estimated Permit Fees	3,500
Grand Total Phase 2 Project Cost Estimate (as Stand-Alone Project)	\$260,690

LEASE AGREEMENT NONPROFIT TENANT

- City:** City of West Linn, an Oregon municipal corporation (“City”)
22500 Salamo Road
West Linn, OR 97068
(503) 657-0331
- Tenant:** Willamette Falls Heritage Area Coalition, an Oregon nonprofit corporation
 (“Coalition”)
P.O. Box 7
West Linn, OR 97068
503-419-6340
- Term:** This agreement is for an initial ten (10) year term with two (2) - five (5) year renewal terms.

RECITALS

1. City owns 22825 Willamette Drive in West Linn, real property located in Clackamas County, Oregon, commonly referred to as the Historic City Hall.
2. The City believes it is advantageous to the City and its residents to partner with governmental agencies and other nonprofit organizations to use certain City properties and facilities for public benefit that are of historical significance to the City and citizens of West Linn. The Cultural Center serves to enhance the value of the City’s building by serving as a resource for the community and visitors alike.
3. The City and Coalition both support a partnership to develop an arts and heritage Cultural Center (“Cultural Center”) in the Historic City Hall in recognition of its pivotal location adjacent to the Arch Bridge, the iconic Willamette Falls Navigational Canal & Locks, and great falls of the Willamette River; and as a gateway to West Linn, the Willamette Falls State Heritage Area, and the proposed National Heritage Area.
4. The Cultural Center will serve as a catalyst for eventual implementation of City Waterfront Project redevelopment efforts.
5. The Cultural Center is a collaboration between the City and nonprofits to the benefit of the public. Each of these partner organizations has a public mission and vision that support both a local and regional cultural space.
6. Tenant proposes to collaborate and partner (sublease) with other local and regional cultural nonprofits for operational coordination of cultural activities and attractions to provide effective, targeted cultural experience opportunities to visitors and residents.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS.

The following definitions shall apply to this document:

- 1.1. **Agreement:** this document, entitled "Lease Agreement," and any exhibits attached hereto and incorporated herein which shall be understood to be a part hereof as though included in the body of this Agreement.
- 1.2. **Alterations:** include removal or installation of any utilities, pipes, wiring, cables, and conduit in or on the Premises.
- 1.3. **Building:** the City's structure located at 22825 Willamette Drive,, West Linn, Clackamas County, Oregon.
- 1.4. **Bodily Injury:** any damage to a person's physical condition including pain or illness, including but not limited to, an injury resulting in death.
- 1.5. **City:** the City of West Linn, an Oregon municipal corporation.
- 1.6. **Coalition:** Willamette Falls Heritage Area Coalition, an Oregon nonprofit corporation.
- 1.7. **Effective Date:** _____, 20____, the date this Agreement will take effect.
- 1.8. **Emergency:** any human caused or natural event or circumstances causing or threatening loss of life, injury to person or property, human suffering or financial loss that is declared an emergency pursuant to WLMC 2.720, and includes, but is not limited to, fire, explosion, flood, severe weather, drought, earthquake, spills or releases of oil or hazardous material, contamination, disease, blight, infestation, civil disturbance or riot.
- 1.9. **Environmental Law:** any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment.
- 1.10. **Hazardous Material:** any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any environmental law. "Hazardous Material" shall not include such negligible quantities of hazardous or toxic substances or materials as are typically found in household cleaning or gardening products used and disposed of in accordance with applicable laws.
- 1.11. **Real Property Taxes:** Real Property Taxes are any:
 - 1.11.1. fee, license fee, license tax, business license fee, commercial rental tax, levy, charge, assessment, penalty, or tax imposed by any taxing authority against the real property or land upon which the Building is located;
 - 1.11.2. tax, including excise tax, on the City's right to receive, or the receipt of, rent or income from the Premises or against City's business of leasing the Premises;
 - 1.11.3. tax or charge for fire protection, streets, sidewalks, road maintenance, refuse or other services provided to the Premises by any governmental agency;
 - 1.11.4. tax imposed upon this transaction or based upon a re-assessment of the Premises due to a change in ownership or transfer of all or part of City's interest in the Premises; and
 - 1.11.5. charge or fee replacing any tax previously included within the definition of Real Property Taxes.
- 1.12. **Premises:** certain real property, including the Building, exterior landscaping, accessways, and parking, located in Clackamas County, Oregon, and described fully in Exhibit A, which is attached and incorporated by this reference.

2. LEASE OF PROPERTY AND TERM OF LEASE.

- 2.1. Agreement to Lease.** In consideration of the rent to be paid and the responsibilities and duties to be performed by Tenant under this Agreement, the City agrees to lease the Premises to Tenant, and Tenant agrees to lease the Premises from the City on the terms and conditions set forth in this Agreement.
 - 2.2. Possession.** Tenant's right to possession and obligations under this Agreement shall start on the Effective Date.
 - 2.3. Lease Term.** The term of this lease ("Lease Term") shall be for an initial period of ten (10) years, commencing on the Effective Date. This Agreement may be extended after expiration in accordance with Section 2.3, or terminated earlier as provided in this Agreement.
 - 2.4. Extension Option.** If the Tenant is not in default of this Agreement, the lease shall operate as follows:
 - 2.4.1. Method of Extension; Lease Term.** After the initial Lease Term, the lease may be extended for two additional lease terms of five (5) years each ("Extension Term") by giving written notice to City at least 180 (one hundred and eighty) days before the expiration of this Agreement or any such extension. Giving such notice shall be sufficient to make the Agreement binding for a renewal term of five (5) years unless the City objects to the renewal request.
 - 2.4.2. Rejection of Extension Request.** The City may reject Tenant's request to extend and renew the lease by providing written notice to the Tenant that the extension request will not be accepted within ninety (90) days of receipt of the extension request from the Tenant. Failure to respond within 90 days of receipt of the extension request indicates that the City accepts the renewal of the lease.
 - 2.4.3. Adjustment of Rent Provision.** The City shall have the opportunity to adjust the rent established by this Agreement in Section 3 once every ten (10) years, starting in [REDACTED]. All other terms of this Agreement shall remain the same excepting any mutually agreed-upon adjustments resulting from Section 6.3 Periodic Review of Responsibilities.
 - 2.5. Option to Terminate.** Upon one hundred and eighty (180) days notice to City, Tenant may elect to terminate this Agreement for good cause. For this purpose, good cause shall include a decrease in operating budget revenues which decrease would make it impractical to continue to occupy and operate the Cultural Center.
 - 2.6. Emergency Termination.** In the case of an Emergency the City may immediately terminate the lease and take possession of the Premises. If the City exercises this right, the City assumes all obligations Tenant has incurred due to this lease. In addition, Tenant will not be required to return the Premises to its original condition if the City exercises this right.
- 3. RENT, EXPENSES, AND OTHER CONSIDERATION.**
- 3.1. Rent.** "Rent" shall include Base Rent and Expenses.
 - 3.2. Base Rent.** During the Lease Term, Tenant shall pay to City as Base Rent the sum of One Dollar (\$1.00) per year. All insurance, custodial and landscape maintenance, monthly data charges, and other costs that Tenant is required to pay by this

Agreement, and any other sums that Tenant is required to pay to City or third parties shall be considered rent. Cultural Center operating costs shall also be considered rent.

3.3. Expenses. Tenant shall pay the following Expenses allocable to the Premises.

3.3.1. Insurance Premiums. Tenant shall pay all premiums for the insurance policies required of it under the terms of this Agreement directly to insurer when due.

3.3.2. Maintenance. Cost of interior custodial services and exterior landscape and signage maintenance. Tenant shall be responsible for interior paint and ordinary repair of surfaces, finishes, and all Tenant-owned fixtures and equipment.

3.3.3. Utilities. Cost of monthly data service delivered to the Premises.

3.3.4. Cleaning. Costs of custodial, janitorial and interior cleaning services.

3.3.5. Real Property Taxes. Tenant shall pay any real property taxes and special assessments levied upon the Premises during the term of the Agreement directly to the Clackamas County Tax Assessor the Real Property Taxes (as defined in Section 1.10). If Tenant fails to pay the Real Property Taxes when due, City may, at its sole option, pay the taxes and Tenant shall reimburse the City for the taxes as an Expense with Tenant's next Rent payment.

Within thirty (30) days of the Effective Date of this Agreement, Tenant shall file, at Tenant's expense, a claim for exemption from real and personal property taxes with the Clackamas County Tax Assessor as provided by ORS 307.166 and OAR 150-307-0200. City shall cooperate with Tenant in filing for and obtaining such exemptions. Should tax-exempt status be granted for any term for which Tenant has paid its share of Real Property Taxes on the Premises, Tenant shall receive a credit in equal amount from City toward payment of Tenant's Rent, but only to the extent the refund is issued to City instead of the Tenant. Tenant shall not be liable for any Real Property Taxes imposed on the Premises as long as the Premises remains exempt from Real Property Taxes.

During the Lease Term, Tenant shall maintain any tax exempt status granted to it by the county assessor. Tenant shall take all actions necessary to timely file a new claim for exemption from real and personal property taxes if this Agreement is extended, renewed or modified.

3.3.6. Statement Pursuant to ORS Chapter 307 and OAR 150-307-0200. The Base Rent payable by Tenant under this Agreement is below market rent and reflects a savings to Tenant agreed to by City on account of Tenant's funding of capital improvements, its plans to implement a Cultural Center, and status as an organization exempt from the payment of real and personal property taxes.

4. PAYMENT.

4.1. Base Rent. Base Rent shall be payable in advance on first day of each calendar year (January 1) at City's address listed on page 1 of this Agreement. Base Rent for the Lease Term may be paid on execution of this Agreement.

4.2. Expenses. Tenant shall pay all expenses directly to third parties within thirty (30) days from the date on the invoice.

4.3. Security Deposit. Tenant has not given the City a security deposit to guarantee Tenant's performance of the terms and requirements of this Agreement. Upon 30 day notice in writing, City may require Tenant to make a security deposit not to exceed \$2,500. Tenant must give the security deposit to the City within 30 days of the date on the notice. Once deposited, City shall notify Tenant in writing if City intends to draw on the security deposit to offset any cost or expense. If the City draws on the security deposit for any purpose allowed by this Agreement, Tenant shall, without additional demand by City, immediately restore the deposit to its full, maximum \$2,500 amount.

5. USE OF PREMISES.

5.1. Permitted Use. Tenant may use the Premises for all purposes necessary and appropriate in connection with cultural affairs in Clackamas County, the area within the National Heritage Area, and for public benefit related to same. Such uses may include nonprofit offices, public meetings, public classes, fundraising events, user-supportive retail such as an art gallery, gift shop, food and beverage sales as well as beer and wine service at special events. Tenant may use the Premises for the purposes Tenant is organized and has an exemption from income taxes under the U.S. Internal Revenue Code and Oregon Revised Statutes. Tenant shall not use the Premises for any other purpose without the prior written consent of the City, which may not be unreasonably withheld.

5.2. Hazardous Materials. Tenant shall not generate, store, use or permit the generation, storage or usage of any Hazardous Material in or upon the Premises by Tenant, its agents, employees, contractors, or invitees without the prior written consent of the City. Tenant's intended use of the Premises does not involve the possession, use, or disposal of any Hazardous Materials.

5.3. Compliance with Laws. Tenant shall, at Tenant's own cost and expense, comply with all federal, state, and local statutes, ordinances, regulations, rules and requirements, relating to Tenant's use and occupancy of the Premises, including without limitation, building, fire, plumbing, electrical and mechanical codes, and all environmental laws. This Agreement does not authorize any use of the Premises in violation of applicable land use laws and regulations.

6. RESPONSIBILITIES AND DUTIES OF THE PARTIES.

6.1. Tenant's Responsibilities. Tenant shall be responsible for:

6.1.1. Maintaining its nonprofit status.

6.1.2. Management of the Premises as a Cultural Center and home office to local and regional cultural nonprofit organizations.

6.1.3. Pursuing funding through memberships, grants, donations, and fund raising activities to assist in the capital improvement of the Premises, and maintenance and operation of the Cultural Center.

6.1.4. Designing any exterior capital improvements in a style that is consistent with the original period and architecture of the Building.

- 6.1.5. Maintaining the Premises including, but not limited to, building signage, landscaping, and interior custodial services in accordance with Section 7.
 - 6.1.6. Making any necessary repairs pursuant to Section 7 that are due to the negligence of Tenant, its agents, employees, and invitees.
 - 6.1.7. Meeting with the City's Parks and Recreation Director quarterly, or as the Parks and Recreation Director deems necessary, to discuss duties, capital repairs and improvements, current projects, and other items of interest.
- 6.2. City's Responsibilities.** The City shall be responsible for:
- 6.2.1 Participating in the application for grants and other funding mechanisms that require participation of the City as the property owner.
 - 6.2.2 Establishing a city-controlled parking plan and program for Mill Street on-street parking, to the benefit of the Premises. Unless otherwise precluded by prior City Council action, Mill Street parking shall include both sides of the street. Should contiguous site and/or transportation redevelopment projects negatively impact those Mill Street parking spaces, the City will provide replacement parking to ensure at least 23 total spaces are made available to the Cultural Center.
 - 6.2.1. Cost of utilities delivered to the Premises, excepting data, including without limitation: refuse collection, water, sewer, electricity, natural gas, and any other fee for parking or utilities.
 - 6.2.2. Premises maintenance (including elevator inspections and maintenance), repairs, and capital improvements subject to budget limitations and other constraints.
 - 6.2.3. Meeting with the Coalition's representative quarterly, or as the Parks and Recreation Director deems necessary, to discuss duties, capital repairs and improvements, current projects, and other items of interest.
- 6.3. Periodic Review of Responsibilities.** The City and Tenant shall meet to review financial profit and loss information from both parties as regards the Premises and its Cultural Center every five (5) years starting in 2025. At that time, both parties may mutually agree in writing to amend the parties' respective responsibilities identified in Agreement Sections 6.1 and 6.2.

7. CONDITION OF PREMISES; MAINTENANCE AND ALTERATIONS

- 7.1. **Existing Condition of Premises.** Tenant will accept the Premises once the Phase I construction is substantially complete, subject to all recorded documents, laws, ordinances, governmental regulations, and orders. Tenant will promptly inform City of any code violations or unsafe conditions known to Tenant.
- 7.2. **Tenant's Maintenance Obligations.** At its sole expense, Tenant shall keep the Premises in a neat, clean and sanitary condition and shall at all times preserve it in good condition and repair, except for: 1) ordinary wear and tear, and 2) damage due to insured casualty loss, but only to the extent of the insurance coverage. If Tenant fails to keep the Premises sufficiently neat, clean, sanitary, and in sufficiently good condition and repair at all times, the City may elect to undertake the cleaning and repairs, and require the Tenant to pay or reimburse the City for the costs. For purposes of this Section, "ordinary wear and tear" shall mean superficial wear and tear that is remediable or reparable by interior painting or other superficial cleaning or refinishing

of affected surfaces of walls, floors, fixtures, appliances, case goods, furniture and equipment.

City may, at City's option, elect to provide or contract for all supplies, services, maintenance, repair and improvements related to the Premises, which are its obligations under this Lease, as it deems reasonable and necessary. The Parties acknowledge that City must comply with its purchasing and contracting rules and other laws in the procurement of services, supplies, maintenance, repair and improvements.

Unless City elects to perform or contract for the supplies or service directly, Tenant will obtain or contract for routine and minor supplies, services, maintenance, and repair related to the Premises on behalf of the City. In no event will Tenant contract for a service, maintenance, or repair in excess of \$1,500 per activity or \$5,000 cumulatively per year without prior approval by the City. Except in exigent circumstances, Tenant will inform City of needed repairs in advance to provide City the opportunity to perform or obtain such repairs.

Tenant will use only appropriately licensed contractors known to provide goods and services of acceptable quality at reasonable cost. Tenant is authorized to pay for such activities, but in no event shall be responsible for payment beyond the obligations described above.

City will reimburse Tenant for expenses which are the responsibility of the City.

7.3. Parties' Duty to Restore Premises. If at any time during the Lease Term any improvements on the Premises are destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of the City, this Agreement shall continue in full force and effect and the Parties' shall agree to a restoration plan in writing based on each Party's insurance restitution.

7.4. City's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, City shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have no right to an abatement of rent nor any claim against City for any inconvenience or disturbance resulting from City's activities performed in conformance with the requirement of this provision.

8. OWNERSHIP OF ALTERATIONS.

8.1. Alterations Prohibited. Tenant shall not make Alterations on the Premises without first obtaining City's written consent, and City's consent will not be unreasonably withheld. All Alterations shall be made in a good and workmanlike manner, and in compliance with all laws and building codes.

8.2. Ownership and Removal of Alterations. Title to all Alterations, currently existing or constructed on the Premises by Tenant, shall be and remain the property of Tenant and may be removed by Tenant at expiration of this Agreement. In the event that Tenant fails to remove any Alteration located on the Premises at the expiration of this Agreement, then such Alteration shall be and become the property of City.

9. INSURANCE; INDEMNIFICATION; LIENS

9.1. Tenant Liability Insurance. Tenant, at its sole cost and expense, commencing on the Effective Date and continuing during the Lease Term, shall procure, pay for and keep in full force and effect comprehensive commercial general liability policy (occurrence version with coverage for Bodily Injury and property damage liability, personal and advertising injury liability, blanket contractual liability, contractual liability for obligations assumed under this Agreement, and medical payments) with a general aggregate limit of not less than \$2,000,000 per occurrence for combined single limit bodily injury and property damage claims. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on the Premises or any condition of the Premises. Such insurance shall name City as an additional insured. Before Tenant takes possession of the Premises, Tenant shall provide certificates of insurance bearing endorsements requiring 30 days written notice to City before any change or cancellation of the policy.

9.2. Tenant Renter Insurance. Tenant, at its sole cost and expense, commencing on the Effective Date and continuing during the Lease Term, shall procure, pay for and keep in full force and effect Tenant insurance for Tenant-owned contents of the Building.

9.3. City Liability Insurance. City, at its sole cost and expense, commencing on the Effective Date and continuing during the Lease Term, shall procure, pay for and keep in full force and effect comprehensive commercial general liability policy (occurrence version with coverage for Bodily Injury and property damage liability, personal and advertising injury liability, blanket contractual liability, contractual liability for obligations assumed under this Agreement, and medical payments) in an amount not less than \$2,000,000 per occurrence for combined single limit bodily insurance and property damage claims. Such insurance shall cover all risks arising directly or indirectly out of City's activities on the Premises or any condition of the Premises.

9.4. Tenant Indemnification. To the fullest extent permitted by law, Tenant agrees to indemnify and defend the City its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arises from, during or in connection with: 1) any activity, act, or omission of Tenant, or any agent, contractor, servant, invitee, licensee or employee of Tenant on the Premises, 2) any condition of the Premises in the possession or under the control of Tenant, 3) any failure by Tenant to perform all of its obligations under federal, state, or local laws, or 4) any breach by Tenant under this Agreement. Such indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

This obligation to indemnify shall survive expiration or termination of this Agreement.

9.5. City Indemnification. To the fullest extent permitted by law, City agrees to indemnify and defend the Tenant its officers, agents, employees and volunteers and hold them

harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arises from, during or in connection with: 1) any activity, act, or omission of City, or any agent, contractor, servant, invitee, licensee or employee of City on the Premises, 2) any condition of the Premises in the possession or under the control of the City, 3) any failure by City to perform all of its obligations under federal, state, or local laws, or 4) any breach by City under this Agreement. Such indemnification shall also cover claims brought against the Tenant under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

This obligation to indemnify shall survive expiration or termination of this Agreement.

9.6. Liens.

Tenant shall not cause any liens or encumbrances to be imposed upon the Premises. If any lien or encumbrance is imposed upon the Premises, Tenant shall proceed to remove the lien or encumbrance immediately. If Tenant fails to pay any such claims or to discharge any lien, City may do so and collect the cost as additional rent. Such action by City shall not constitute a waiver of any right or remedy which City may have on account of Tenant's default.

Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as City's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with City cash or sufficient corporate surety bond or other surety satisfactory to City in an amount sufficient to discharge the lien.

10. REPRESENTATIONS.

- 10.1. City's Warranty.** City warrants that it is the owner of the Premises, and it has the right to lease it free of all encumbrances. City will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.
- 10.2. Tenant's Warranty.** Tenant warrants that it has the power to enter into this Agreement and that Tenant will abide by all of the terms and conditions of this Agreement.

11. ASSIGNMENT AND SUBLEASING.

No part of the Premises may be assigned, mortgaged, subleased, or used by a third person by any other means, without the prior written consent of City. This provision shall apply to all transfers by operation of law. The City's consent in one instance shall not prevent this provision from applying to a subsequent instance. City may not unreasonably withhold or condition its consent.

The Cultural Center is a collaboration between public agencies and nonprofits to the benefit of the public. Each of these partner organizations has a public mission and vision that support both a local and regional cultural space. The following organizations shall be considered approved by the City for potential sublease by this reference herein:

Clackamas County Arts Alliance, Willamette Falls Heritage Foundation, Locks Commission staff, and/or federally recognized tribal entities.

Tenant shall provide an executed copy of any sublease agreement to the City. Every such agreement shall make the third party subject to applicable Tenant obligations under this Agreement.

12. DEFAULT.

- 12.1. Default in Other Covenants.** If Tenant fails to comply with any term or condition or fulfill any obligation of this Agreement within 30 days after written notice from City specifying the nature of the default with reasonable particularity, the Tenant shall be held to have breached the terms of this Agreement. If the default is of such a nature that it cannot be completely remedied within the 30-day period, then Tenant will not be found in default as long as Tenant begins correction of the default within the 30-day period, and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
- 12.2. Abandonment.** Failure of Tenant to occupy the Premises for 90 days or more shall result in default unless the City consents to the absence in writing.

13. REMEDIES ON DEFAULT.

- 13.1. Termination.** In the event of a default, the Agreement may be terminated at the option of City by written notice to Tenant. Whether or not the Agreement is terminated by the election of City or otherwise, City may reenter and take possession of the Premises.
- 13.2. Condition of Premises.**
- 13.2.1.** On expiration of the lease term, or earlier termination on account of default, Tenant shall deliver all keys to City and surrender the Premises. Alterations constructed by Tenant with permission from City shall not be removed or restored to the original condition unless the terms of permission for the Alteration allow it. Depreciation and wear from ordinary use shall be excepted. All Tenant's furniture, equipment, and trade fixtures shall be removed. If Tenant fails to remove such furniture, equipment, and trade fixtures, City may do so and charge the cost to Tenant.
- 13.2.2.** Before expiration or other termination of the lease term, Tenant shall remove all furnishings, equipment, and trade fixtures that remain its property. If Tenant fails to do so, this failure shall be an abandonment of the property, and City may retain the property, and all rights of Tenant with respect to it shall cease.

- 13.3. Remedies Cumulative.** The rights and remedies of City under this Agreement upon a breach by Tenant are not exclusive and City shall have all rights and remedies allowed under applicable law in addition to the rights and remedies contained in this Agreement.

14. MISCELLANEOUS PROVISIONS.

- 14.1. Non-waiver.** Waiver by either party of strict performance of any provision of this Agreement shall not waive or prejudice the party's right to require strict performance of the same provision or any other provision in the future. City's acceptance of Tenant's failure to perform an obligation required annually under this Agreement, such as payment of taxes in Section 3, shall not affect City's remedies for failure to perform such other obligations.
- 14.2. Enforcement.** Should either Party to this Agreement need to enforce any provision of this Agreement, including taking any action to cure default or initiate termination, that Party shall make a request in writing before taking any further action against the other Party. The Parties agree to first attempt to resolve any disputes that arise under this Agreement by mediation and, if that is unsuccessful, non-binding arbitration before the Parties resort to any legal action.
- 14.3. Notice.** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to a party of this Agreement shall be in writing and shall be deemed duly served and given when personally delivered to the party, any managing employee of the party, or, in lieu of personal service, when deposited in the United States mail, first class postage prepaid, addressed to the appropriate party at the addresses listed for City and Tenant on page 1 of this Agreement.
- 14.4. Governing Law.** This Agreement, and all matters relating to this Agreement, shall be governed by the laws of the State of Oregon in force at the time any need for interpretation of this Agreement or any decision or holding concerning this Agreement arises.
- 14.5. Binding on Successors.** This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties.
- 14.6. Entry for Inspection.** City shall have the right to enter on the Premises at any time to determine Tenant's compliance with this Agreement or to make necessary repairs to the Premises. Whether or not such inspection is made, the duty of City to make repairs shall not mature until ten (10) days after City has received written notice from Tenant of the repairs that are required. In addition, City shall have the right, at any time during the last twelve months of the term of this Agreement, to place and maintain on the Premises notices for leasing or selling of the Premises.
- 14.7. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect unimpaired by the holding.
- 14.8. Entire Agreement.** This Agreement and its exhibits constitute the sole and only agreement between City and Tenant respecting the leasing of the Premises to Tenant. Any agreements or representations respecting the Premises, their leasing to

Tenant by City, or any other matter discussed in this Agreement not expressly set forth or incorporated into this Agreement are null and void.

- 14.9. Recording of Agreement.** City and Tenant may execute a memorandum of this Agreement, which may be recorded in Clackamas County, Oregon. The Memorandum of Agreement shall describe the parties, set forth a description of the Premises, specify the term of the Agreement and incorporate this Agreement by reference.
- 14.10. Holdover by Tenant.** Tenant shall vacate the Premises upon the expiration or earlier termination of this Agreement. If the Tenant does not vacate the Premises at the time required, the City shall have the option to treat the Tenant as a Tenant from month-to-month, subject to all provisions of this Agreement except the provision for term, and subject to termination upon thirty (30) days written notice by either party.
- 14.11. No Partnership or Joint Venture.** Nothing in this Agreement shall be construed to render the City in any way or for any purpose a partner, joint venturer, or associate in any relationship with Tenant other than that of City and Tenant, nor shall this Agreement be construed to authorize either party to act as agent for the other.
- 14.12. Non-appropriation.** Notwithstanding any other provision of this Agreement to the contrary, in the event that insufficient funds are appropriated for any obligation of the City in this Agreement, and the City has no other lawfully available funds, City shall provide to Coalition an opportunity to assume City's obligations and responsibilities under this Agreement. If Coalition decides not to assume City's obligations, then City may terminate this Agreement at the end of its then current fiscal year. City shall not be obligated to make subsequent payments under this Agreement and this Agreement shall terminate. City agrees to deliver notice to Coalition of such termination within ten (10) business days from the determination by City.

INTENDING TO BE BOUND, the parties have executed this Agreement as of the date written below.

TENANT:

Jon Gustafson, President

Date

ORDER

Pursuant to ORS 271.360 the governing body approves and authorizes the terms of this lease as set forth above.

CITY:

Russell Axelrod, Mayor

Date

**Proposed Phase 1 Design & Construction Funding Plan
for Historic City Hall Adaptive Re-Use as a Cultural Center
As of May 20, 2019**

City of West Linn	\$400,000		}	<u>\$965,000</u>
Clackamas County Tourism	\$100,000			
Funder 2:	\$ 50,000	Gallery FF&E (probable)		
Funder 3:	\$125,000	(probable)		
Funder 4:	\$ 50,000	(probable)		
Funder 5:	\$100,000	(probable)		
Funder 6:	\$ 80,000	ADA required costs (probable)		
Funder 8:	\$ 50,000	(probable)		
Funder 9:	\$ 10,000	(probable)		
Funder 1:	\$100,000	(possible)	}	<u>\$320,000 to \$345,000</u>
Funder 10:	\$ 25-50,000	(possible)		
Funder 11:	\$ 25,000	(possible)		
Funder 12:	\$100,000	(possible)		
Funder 13:	\$ 20,000	(possible)		
Funder 14:	\$ 50,000	(possible)		

