



**YAKIMA CITY COUNCIL
STUDY SESSION
October 27, 2015
City Hall -- Council Chambers
10 a.m.**

1. Roll Call
2. 2015 Citizen survey results
3. 2015 Strategic plan review and proposed 2016 neighborhood partnership initiative
4. Resolution authorizing Aquatic Center, associated Ground Lease, Development and Operating Agreements with the Yakima Family YMCA at Chesterley Park
5. City cost-sharing policy for Special Events
6. 2016 Preliminary Budget Presentation
7. City Manager recruitment process
8. Audience comments (allow 15 minutes)
9. The next meeting will be a Council Business Meeting on November 3, 2015 at 6 p.m. at City Hall
10. Council General Information
11. Adjournment

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

A Council packet is available for review at the City Clerk's Office and the Library. A packet is also available on-line at www.yakimawa.gov.

The City provides special accommodations, such as hearing devices, wheelchair space or language interpreters, for City meetings. Anyone needing special assistance please contact the City Clerk's office at (509) 575-6037.



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 2.
For Meeting of: October 27, 2015

ITEM TITLE: 2015 Citizen survey results
SUBMITTED BY: Tony O'Rourke, City Manager

SUMMARY EXPLANATION:
See attached.

Resolution:	Ordinance:
Other (Specify):	
Contract:	Contract Term:
Start Date:	End Date:
Item Budgeted:	Amount:
Funding Source/Fiscal Impact:	
Strategic Priority:	
Insurance Required? No	
Mail to:	
Phone:	

**APPROVED FOR
SUBMITTAL:**

City Manager

RECOMMENDATION:

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Citizen Survey Memo from CM	10/14/2015	Cover Memo
<input type="checkbox"/> 2015 web results	10/14/2015	Cover Memo
<input type="checkbox"/> 2012-2015 results	10/14/2015	Cover Memo

MEMORANDUM

To: Honorable Mayor and Members of the Yakima City Council

From: Tony O'Rourke, City Manager

Date: September 16, 2015

RE: 2015 Citizen Survey highlights

The National Research Center (NRC) recently conducted Yakima's third annual Citizen Survey. The NRC randomly selected 3,000 households in the City of Yakima and mailed surveys to them in order to receive feedback on what residents like and dislike about Yakima, as well as to identify areas that need improvement. About 4% of the 3,000 surveys mailed were returned because the housing unit was vacant or the postal service was unable to deliver the survey as addressed. Last year 5% were returned.

The overall response rate was 26%, the same as 2014. District Council response rates varied from 40% for District 6 to 15% for Districts 1 and 2. As in past surveys, the final results are weighted to reflect the demographic profile of the residents of the community. This is an important method to adjust for potential non-response bias.

In addition to the scientific, mail-in survey, the NRC is also conducting a non-scientific online version of the survey so more residents can provide feedback related to City services and functions. The results from the online survey will be available in the next couple of weeks.

Following are some of the highlights of the 2015 Citizen Survey.

Assessment method

- Multi-contact survey
- Representative sample of 2,868 households
- 4% margin of error
- 735 surveys were returned; 26% response rate
 - 743 surveys returned; 26% response rate in 2014
 - 762 surveys returned; 27% response rate in 2013
 - 837 surveys returned; 29% response rate in 2012
- Overall 2015 ratings trended more positive than 2014 in the following areas:
 - Overall feeling of safety
 - Customer service
 - Police services
 - Fire services
 - Desire to remain in Yakima
 - Crime prevention

- Areas that reflected a lower rating over 2014 included:
 - Overall built environment
 - Community openness and acceptance
 - Housing options
 - Overall direction
 - Treating all residents fairly
 - Street repair
- Survey respondents identified public safety and the economy as the top priorities for the Yakima community in the coming year.

• Community quality overall (excellent/good)	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
○ Overall image	19%	21%	20%	19%
○ Yakima as a place to live	49%	50%	52%	55%
○ Overall appearance	29%	28%	30%	28%
• Public Safety (excellent/good)	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
○ Overall feeling of safety	N/A	23%	29%	31%
○ Feel safe in neighborhood during the day	77%	74%	76%	78%
○ Feel safe in downtown during the day	62%	60%	60%	63%
○ Been the victim of a crime	26%	29%	25%	27%
○ Crime prevention	22%	22%	28%	32%
• Built environment (excellent/good)	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
○ Overall built environment	N/A	36%	39%	34%
○ Overall natural environment	49%	56%	54%	50%
○ New development	39%	33%	38%	35%
○ Land use, planning, zoning	28%	27%	28%	22%
• Economic Development (excellent/good)	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
○ Overall economic health	N/A	24%	26%	25%
○ Vibrant downtown	N/A	21%	22%	20%
○ Shopping opportunities	39%	37%	32%	33%
○ Employment opportunities	15%	19%	27%	27%
• Governance (excellent/good)	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
○ Overall direction that Yakima is taking	28%	31%	38%	30%
○ Quality of City services	45%	47%	46%	46%
○ Value of services for taxes paid	27%	26%	32%	27%
○ Customer service	N/A	49%	43%	53%
• Individual services (excellent/good)	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
○ Fire	84%	83%	82%	87%
○ Garbage collection	79%	81%	81%	80%
○ Ambulance/EMS	83%	79%	79%	85%

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
○ Sewer service	71%	63%	68%	69%
○ Bus service	62%	59%	61%	56%
○ Drinking water	64%	61%	58%	62%
○ Police	54%	54%	53%	60%
○ Public information	48%	47%	46%	46%
○ Street repair	22%	19%	46%	31%
○ Parks	56%	57%	54%	54%
○ Storm drainage	46%	37%	41%	47%
○ Recreation programs	43%	40%	45%	45%
○ Animal control	28%	26%	31%	32%
○ Code enforcement	15%	15%	16%	16%
○ Crime prevention	22%	22%	28%	32%
○ Street lighting	41%	40%	47%	45%

Special topics

1. How important (essential/very important) is it that the City invest in each of the following:

	<u>2013</u>	<u>2014</u>	<u>2015</u>
a. Public safety	90%	91%	93%
b. Economic development	90%	91%	89%
c. Infrastructure improvements	75%	77%	77%
d. Parks and recreation improvements	N/A	67%	70%
e. Code and sign enforcement	N/A	60%	58%
f. Community events/activities	56%	60%	56%

Council Districts – the margin of error for the survey is plus or minus 4%, however, for each of the seven (7) Council districts the margin of error rises to approximately plus or minus 15% due to smaller sample sizes.

- District 2 tended to give the lowest ratings for the overall quality of life and Yakima as a place to live, while District 5 gave the highest rating.
- Residents in District 1 and 5 gave the highest ratings for overall feeling of safety, while District 2 was the lowest.
- Respondents in District 5, 6, and 7 felt most positively about police services and fire services, while respondents in District 2 felt least positive.
- Residents in District 4 and 5 gave the most positive ratings while residents in District 1 gave the least positive ratings on the overall customer service provided by the City of Yakima.
- Residents in District 1 and 2 gave the highest ratings for a vibrant downtown, while residents in District 6 and 7 gave the lowest ratings.

THE NCS™

The National Citizen Survey™

Yakima, WA

Supplemental Online Survey Results

DRAFT
2015



NRC
National Research Center Inc

2955 Valmont Road Suite 300
Boulder, Colorado 80301
n-r-c.com • 303-444-7863



Leaders at the Core of Better Communities

777 North Capitol Street NE Suite 500
Washington, DC 20002
icma.org • 800-745-8780

Contents

About this Report..... 1

Complete Survey Responses..... 2

About this Report

As part of its participation in The National Citizen Survey™, the City of Yakima conducted a mailed survey of 3,000 residents. Surveys were mailed to randomly selected households in July and data were collected through August 14, 2015. After the official data collection period was over and the data were reported (see the report, *The National Citizen Survey: Community Livability Report, Yakima, WA, 2015*), the City made available a web-based survey to its residents through a link on the City's website. Visitors to the site were able to complete the survey during September and 449 surveys were received.

This report contains the results of this administration of the web-based survey and have not been weighted to current population estimates of Yakima.

Complete Survey Responses

The following pages contain a complete set of responses to each question on the survey, excluding the “don’t know” responses. The percent of respondents giving a particular response is shown followed by the number of respondents (denoted with “N=”).

Responses excluding “don’t know”

Table 1: Question 1

Please rate each of the following aspects of quality of life in Yakima:	Excellent		Good		Fair		Poor		Total	
Yakima as a place to live	10%	N=44	43%	N=191	34%	N=150	14%	N=61	100%	N=446
Your neighborhood as a place to live	30%	N=131	42%	N=186	21%	N=93	7%	N=33	100%	N=443
Yakima as a place to raise children	9%	N=37	36%	N=153	33%	N=139	23%	N=98	100%	N=427
Yakima as a place to work	7%	N=33	34%	N=149	40%	N=176	19%	N=83	100%	N=441
Yakima as a place to visit	12%	N=53	30%	N=134	31%	N=137	27%	N=119	100%	N=443
Yakima as a place to retire	14%	N=57	34%	N=143	27%	N=114	25%	N=102	100%	N=416
The overall quality of life in Yakima	8%	N=35	42%	N=189	36%	N=162	13%	N=60	100%	N=446

Table 2: Question 2

Please rate each of the following characteristics as they relate to Yakima as a whole:	Excellent		Good		Fair		Poor		Total	
Overall feeling of safety in Yakima	4%	N=16	32%	N=139	34%	N=144	30%	N=129	100%	N=428
Overall ease of getting to the places you usually have to visit	23%	N=97	52%	N=220	20%	N=85	5%	N=21	100%	N=423
Quality of overall natural environment in Yakima	14%	N=60	44%	N=188	31%	N=133	11%	N=47	100%	N=428
Overall "built environment" of Yakima (including overall design, buildings, parks and transportation systems)	3%	N=11	23%	N=100	50%	N=213	24%	N=103	100%	N=427
Health and wellness opportunities in Yakima	10%	N=43	36%	N=153	36%	N=151	18%	N=76	100%	N=423
Overall opportunities for education and enrichment	7%	N=28	41%	N=173	35%	N=149	17%	N=73	100%	N=423
Overall economic health of Yakima	2%	N=9	23%	N=99	45%	N=192	29%	N=124	100%	N=424
Sense of community	4%	N=18	24%	N=103	39%	N=166	32%	N=136	100%	N=423
Overall image or reputation of Yakima	1%	N=4	11%	N=46	35%	N=149	53%	N=227	100%	N=426

Table 3: Question 3

Please indicate how likely or unlikely you are to do each of the following:	Very likely		Somewhat likely		Somewhat unlikely		Very unlikely		Total	
Recommend living in Yakima to someone who asks	19%	N=79	35%	N=149	19%	N=79	27%	N=114	100%	N=421
Remain in Yakima for the next five years	47%	N=191	25%	N=103	16%	N=66	12%	N=50	100%	N=410

Table 4: Question 4

Please rate how safe or unsafe you feel:	Very safe		Somewhat safe		Neither safe nor unsafe		Somewhat unsafe		Very unsafe		Total	
In your neighborhood during the day	48%	N=204	31%	N=130	10%	N=43	8%	N=32	4%	N=15	100%	N=424
In Yakima's downtown/commercial area during the day	31%	N=131	34%	N=142	12%	N=50	17%	N=71	7%	N=28	100%	N=422

Table 5: Question 5

Please rate each of the following characteristics as they relate to Yakima as a whole:	Excellent		Good		Fair		Poor		Total	
Traffic flow on major streets	9%	N=36	46%	N=194	33%	N=137	12%	N=51	100%	N=418
Ease of public parking	15%	N=62	37%	N=150	27%	N=108	21%	N=87	100%	N=407
Ease of travel by car in Yakima	21%	N=89	49%	N=202	25%	N=105	4%	N=18	100%	N=414
Ease of travel by public transportation in Yakima	6%	N=13	30%	N=62	34%	N=72	30%	N=62	100%	N=209
Ease of travel by bicycle in Yakima	3%	N=9	17%	N=45	33%	N=87	46%	N=120	100%	N=261
Ease of walking in Yakima	8%	N=32	31%	N=119	41%	N=158	20%	N=78	100%	N=387
Availability of paths and walking trails	11%	N=44	34%	N=137	37%	N=148	18%	N=72	100%	N=401
Cleanliness of Yakima	3%	N=11	27%	N=113	41%	N=169	30%	N=124	100%	N=417
Overall appearance of Yakima	1%	N=5	24%	N=100	45%	N=186	30%	N=126	100%	N=417
Public places where people want to spend time	3%	N=11	27%	N=112	41%	N=169	29%	N=118	100%	N=410
Variety of housing options	5%	N=20	21%	N=78	44%	N=163	29%	N=106	100%	N=367
Availability of affordable quality housing	6%	N=22	21%	N=75	38%	N=134	35%	N=126	100%	N=357
Fitness opportunities (including exercise classes and paths or trails, etc.)	15%	N=63	46%	N=190	33%	N=136	5%	N=21	100%	N=410
Recreational opportunities	16%	N=64	44%	N=178	27%	N=109	14%	N=58	100%	N=409
Availability of affordable quality food	13%	N=52	45%	N=187	28%	N=118	14%	N=59	100%	N=416
Availability of affordable quality health care	11%	N=43	38%	N=152	35%	N=140	16%	N=65	100%	N=400
Availability of preventive health services	13%	N=51	35%	N=135	39%	N=149	13%	N=52	100%	N=387
Availability of affordable quality mental health care	8%	N=22	27%	N=78	38%	N=111	28%	N=82	100%	N=293

Table 6: Question 6

Please rate each of the following characteristics as they relate to Yakima as a whole:	Excellent		Good		Fair		Poor		Total	
Availability of affordable quality child care/preschool	8%	N=16	35%	N=71	31%	N=62	27%	N=54	100%	N=203
K-12 education	8%	N=24	40%	N=126	33%	N=103	20%	N=63	100%	N=316
Adult educational opportunities	7%	N=23	37%	N=124	40%	N=133	15%	N=51	100%	N=331
Opportunities to attend cultural/arts/music activities	13%	N=50	36%	N=140	34%	N=132	17%	N=65	100%	N=387
Opportunities to participate in religious or spiritual events and activities	27%	N=83	52%	N=162	17%	N=52	5%	N=14	100%	N=311
Employment opportunities	2%	N=7	19%	N=71	51%	N=186	28%	N=102	100%	N=366
Shopping opportunities	6%	N=22	31%	N=124	39%	N=156	24%	N=94	100%	N=396
Cost of living in Yakima	13%	N=53	41%	N=164	33%	N=133	12%	N=48	100%	N=398
Overall quality of business and service establishments in Yakima	5%	N=19	45%	N=181	38%	N=150	13%	N=50	100%	N=400
Vibrant downtown/commercial area	2%	N=9	19%	N=75	41%	N=163	38%	N=150	100%	N=397

Please rate each of the following characteristics as they relate to Yakima as a whole:	Excellent		Good		Fair		Poor		Total	
Overall quality of new development in Yakima	7%	N=25	30%	N=115	39%	N=149	24%	N=92	100%	N=381
Opportunities to participate in social events and activities	10%	N=41	38%	N=148	36%	N=142	16%	N=61	100%	N=392
Opportunities to volunteer	25%	N=89	53%	N=185	19%	N=68	3%	N=10	100%	N=352
Opportunities to participate in community matters	14%	N=50	42%	N=148	30%	N=107	14%	N=51	100%	N=356
Openness and acceptance of the community toward people of diverse backgrounds	6%	N=23	21%	N=79	35%	N=133	38%	N=147	100%	N=382
Neighborliness of residents in Yakima	10%	N=38	30%	N=118	38%	N=147	22%	N=86	100%	N=389

Table 7: Question 7

Please indicate whether or not you have done each of the following in the last 12 months.	No		Yes		Total	
Observed a code violation or other hazard in Yakima	16%	N=62	84%	N=337	100%	N=399
Household member was a victim of a crime in Yakima	73%	N=293	27%	N=108	100%	N=401
Reported a crime to the police in Yakima	61%	N=245	39%	N=156	100%	N=401
Stocked supplies in preparation for an emergency	62%	N=247	38%	N=152	100%	N=399
Contacted the City of Yakima (in-person, phone, email or web) for help or information	52%	N=209	48%	N=190	100%	N=399
Contacted Yakima elected officials (in-person, phone, email or web) to express your opinion	68%	N=273	32%	N=127	100%	N=400

Table 8: Question 8

In the last 12 months, about how many times, if at all, have you or other household members done each of the following in Yakima?	2 times a week or more		2-4 times a month		Once a month or less		Not at all		Total	
Used Yakima recreation centers or their services	9%	N=35	15%	N=58	37%	N=145	39%	N=155	100%	N=393
Visited a neighborhood park or City park	13%	N=52	31%	N=120	40%	N=159	16%	N=62	100%	N=393
Used Yakima public libraries or their services	6%	N=23	19%	N=74	26%	N=104	49%	N=194	100%	N=395
Attended a City-sponsored event	2%	N=7	13%	N=52	46%	N=180	39%	N=152	100%	N=391
Used bus, rail, subway or other public transportation instead of driving	3%	N=12	3%	N=12	7%	N=28	87%	N=341	100%	N=393
Carpooled with other adults or children instead of driving alone	11%	N=43	17%	N=68	19%	N=75	53%	N=208	100%	N=394
Walked or biked instead of driving	12%	N=47	18%	N=72	21%	N=84	48%	N=188	100%	N=391
Volunteered your time to some group/activity in Yakima	15%	N=59	22%	N=87	24%	N=95	39%	N=153	100%	N=394
Participated in a club	9%	N=37	21%	N=84	19%	N=74	50%	N=198	100%	N=393
Talked to or visited with your immediate neighbors	45%	N=177	29%	N=115	17%	N=68	8%	N=30	100%	N=390
Done a favor for a neighbor	23%	N=89	31%	N=120	35%	N=137	12%	N=47	100%	N=393

Table 9: Question 9

Thinking about local public meetings (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.), in the last 12 months, about how many times, if at all, have you or other household members attended or watched a local public meeting?	2 times a week or more		2-4 times a month		Once a month or less		Not at all		Total	
Attended a local public meeting	2%	N=7	6%	N=21	22%	N=84	70%	N=263	100%	N=375
Watched (online or on television) a local public meeting	4%	N=14	12%	N=45	30%	N=117	55%	N=215	100%	N=391

Table 10: Question 10

Please rate the quality of each of the following services in Yakima:	Excellent		Good		Fair		Poor		Total	
Police services	15%	N=53	49%	N=175	27%	N=96	9%	N=33	100%	N=357
Fire services	35%	N=114	54%	N=173	10%	N=33	1%	N=3	100%	N=323
Ambulance or emergency medical services	30%	N=92	53%	N=164	14%	N=44	2%	N=7	100%	N=307
Crime prevention	3%	N=9	26%	N=89	36%	N=124	35%	N=120	100%	N=342
Fire prevention and education	13%	N=36	53%	N=152	28%	N=81	6%	N=16	100%	N=285
Traffic enforcement	5%	N=16	41%	N=139	31%	N=104	24%	N=81	100%	N=340
Street repair	6%	N=22	30%	N=111	32%	N=122	32%	N=121	100%	N=376
Street cleaning	8%	N=31	42%	N=158	30%	N=113	19%	N=70	100%	N=372
Street lighting	6%	N=21	48%	N=180	35%	N=134	11%	N=43	100%	N=378
Snow removal	6%	N=19	47%	N=155	30%	N=98	17%	N=56	100%	N=328
Sidewalk maintenance	2%	N=8	25%	N=89	37%	N=132	36%	N=131	100%	N=360
Traffic signal timing	4%	N=16	30%	N=110	35%	N=130	30%	N=111	100%	N=367
Bus or transit services	7%	N=13	34%	N=59	37%	N=65	22%	N=39	100%	N=176
Garbage collection	31%	N=114	51%	N=185	17%	N=61	1%	N=5	100%	N=365
Recycling	10%	N=31	22%	N=70	23%	N=71	45%	N=143	100%	N=315
Yard waste pick-up	27%	N=78	45%	N=128	21%	N=60	7%	N=20	100%	N=286
Storm drainage	8%	N=25	41%	N=131	38%	N=123	13%	N=43	100%	N=322
Drinking water	25%	N=92	46%	N=168	22%	N=82	6%	N=23	100%	N=365
Sewer services	24%	N=84	49%	N=172	25%	N=89	3%	N=9	100%	N=354
Utility billing	16%	N=58	44%	N=159	30%	N=109	9%	N=33	100%	N=359
City parks	18%	N=66	48%	N=174	26%	N=92	8%	N=28	100%	N=360
Recreation programs or classes	11%	N=29	40%	N=105	37%	N=98	12%	N=31	100%	N=263
Recreation centers or facilities	9%	N=26	41%	N=114	36%	N=98	13%	N=37	100%	N=275
Land use, planning and zoning	5%	N=15	20%	N=57	36%	N=106	39%	N=113	100%	N=291
Code enforcement (weeds, abandoned buildings, etc.)	2%	N=8	12%	N=41	38%	N=132	47%	N=162	100%	N=343
Animal control	5%	N=16	28%	N=88	42%	N=134	26%	N=82	100%	N=320
Economic development	4%	N=12	22%	N=74	41%	N=140	34%	N=115	100%	N=341
Health services	9%	N=32	39%	N=133	40%	N=135	12%	N=39	100%	N=339
Public library services	26%	N=75	46%	N=132	26%	N=75	2%	N=7	100%	N=289
Public information services	9%	N=28	42%	N=130	37%	N=114	13%	N=39	100%	N=311
Cable television	9%	N=24	30%	N=85	40%	N=111	21%	N=60	100%	N=280
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	4%	N=9	25%	N=56	44%	N=97	26%	N=58	100%	N=220
Preservation of natural areas such as open space, farmlands and greenbelts	5%	N=16	34%	N=111	40%	N=130	21%	N=68	100%	N=325
Yakima open space	5%	N=17	28%	N=88	46%	N=145	21%	N=66	100%	N=316
City-sponsored special events	11%	N=36	38%	N=122	37%	N=117	14%	N=45	100%	N=320

Please rate the quality of each of the following services in Yakima:	Excellent		Good		Fair		Poor		Total	
Overall customer service by Yakima employees (police, receptionists, planners, etc.)	12%	N=42	41%	N=144	32%	N=113	14%	N=50	100%	N=349

Table 11: Question 11

Overall, how would you rate the quality of the services provided by each of the following?	Excellent		Good		Fair		Poor		Total	
The City of Yakima	4%	N=15	39%	N=142	37%	N=134	19%	N=70	100%	N=361
The Federal Government	4%	N=15	33%	N=112	41%	N=141	21%	N=73	100%	N=341
The State Government	5%	N=16	37%	N=127	42%	N=144	17%	N=58	100%	N=345
Yakima County Government	3%	N=10	36%	N=121	40%	N=134	22%	N=73	100%	N=338

Table 12: Question 12

Please rate the following categories of Yakima government performance:	Excellent		Good		Fair		Poor		Total	
The value of services for the taxes paid to Yakima	4%	N=12	31%	N=104	43%	N=145	23%	N=79	100%	N=340
The overall direction that Yakima is taking	8%	N=29	22%	N=79	28%	N=99	41%	N=146	100%	N=353
The job Yakima government does at welcoming citizen involvement	4%	N=12	20%	N=66	32%	N=106	45%	N=152	100%	N=336
Overall confidence in Yakima government	1%	N=4	13%	N=48	31%	N=110	55%	N=195	100%	N=357
Generally acting in the best interest of the community	1%	N=5	18%	N=63	27%	N=96	54%	N=190	100%	N=354
Being honest	2%	N=8	22%	N=73	25%	N=83	51%	N=174	100%	N=338
Treating all residents fairly	3%	N=10	19%	N=65	23%	N=80	55%	N=189	100%	N=344

Table 13: Question 13

Please rate how important, if at all, you think it is for the Yakima community to focus on each of the following in the coming two years:	Essential		Very important		Somewhat important		Not at all important		Total	
Overall feeling of safety in Yakima	64%	N=231	29%	N=106	6%	N=21	1%	N=3	100%	N=361
Overall ease of getting to the places you usually have to visit	21%	N=74	43%	N=156	30%	N=109	6%	N=20	100%	N=359
Quality of overall natural environment in Yakima	34%	N=122	41%	N=147	23%	N=83	3%	N=10	100%	N=362
Overall "built environment" of Yakima (including overall design, buildings, parks and transportation systems)	30%	N=107	42%	N=152	26%	N=93	3%	N=10	100%	N=362
Health and wellness opportunities in Yakima	33%	N=119	45%	N=164	19%	N=69	2%	N=9	100%	N=361
Overall opportunities for education and enrichment	40%	N=143	42%	N=150	17%	N=61	2%	N=7	100%	N=361
Overall economic health of Yakima	58%	N=209	37%	N=133	6%	N=20	0%	N=1	100%	N=363
Sense of community	41%	N=146	41%	N=147	16%	N=58	3%	N=9	100%	N=360

Table 14: Question 14

Please indicate how important, if at all, it is for the City to invest in each of the following issues in the next 12 months:	Essential		Very important		Somewhat important		Not at all important		Total	
Code and sign enforcement	22%	N=78	37%	N=130	34%	N=120	7%	N=25	100%	N=353
Job creation/economic development	52%	N=181	36%	N=127	11%	N=39	1%	N=2	100%	N=349

Please indicate how important, if at all, it is for the City to invest in each of the following issues in the next 12 months:	Essential		Very important		Somewhat important		Not at all important		Total	
Road improvements	32%	N=113	42%	N=148	25%	N=87	1%	N=5	100%	N=353
Parks and recreation improvements	27%	N=96	44%	N=155	25%	N=88	3%	N=12	100%	N=351
Community events/activities	21%	N=75	40%	N=142	33%	N=117	6%	N=21	100%	N=355
Public safety/police services	64%	N=227	27%	N=96	8%	N=29	1%	N=2	100%	N=354

Table 15: Question D1

How often, if at all, do you do each of the following, considering all of the times you could?	Never		Rarely		Sometimes		Usually		Always		Total	
Recycle at home	11%	N=39	8%	N=27	19%	N=67	19%	N=69	43%	N=152	100%	N=354
Purchase goods or services from a business located in Yakima	0%	N=1	3%	N=12	14%	N=48	58%	N=206	25%	N=88	100%	N=355
Eat at least 5 portions of fruits and vegetables a day	4%	N=13	11%	N=38	38%	N=134	31%	N=108	17%	N=60	100%	N=353
Participate in moderate or vigorous physical activity	2%	N=8	12%	N=42	33%	N=116	32%	N=113	22%	N=77	100%	N=356
Read or watch local news (via television, paper, computer, etc.)	2%	N=6	6%	N=22	10%	N=37	32%	N=113	50%	N=178	100%	N=356
Vote in local elections	3%	N=12	2%	N=7	4%	N=13	21%	N=73	70%	N=249	100%	N=354

Table 16: Question D2

Would you say that in general your health is:	Percent	Number
Excellent	24%	N=84
Very good	44%	N=156
Good	24%	N=86
Fair	7%	N=26
Poor	1%	N=4
Total	100%	N=356

Table 17: Question D3

What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Percent	Number
Very positive	7%	N=24
Somewhat positive	24%	N=85
Neutral	47%	N=167
Somewhat negative	20%	N=73
Very negative	2%	N=8
Total	100%	N=357

Table 18: Question D4

What is your employment status?	Percent	Number
Working full time for pay	60%	N=213
Working part time for pay	10%	N=34
Unemployed, looking for paid work	3%	N=10
Unemployed, not looking for paid work	1%	N=4
Fully retired	26%	N=93
Total	100%	N=354

Table 19: Question D5

Do you work inside the boundaries of Yakima?	Percent	Number
Yes, outside the home	55%	N=196
Yes, from home	9%	N=32
No	36%	N=126
Total	100%	N=354

Table 20: Question D6

How many years have you lived in Yakima?	Percent	Number
Less than 2 years	6%	N=23
2 to 5 years	8%	N=27
6 to 10 years	10%	N=36
11 to 20 years	13%	N=46
More than 20 years	63%	N=226
Total	100%	N=358

Table 21: Question D7

Which best describes the building you live in?	Percent	Number
One family house detached from any other houses	84%	N=300
Building with two or more homes (duplex, townhome, apartment or condominium)	11%	N=41
Mobile home	4%	N=16
Other	0%	N=0
Total	100%	N=357

Table 22: Question D8

Is this house, apartment or mobile home...	Percent	Number
Rented	17%	N=59
Owned	83%	N=293
Total	100%	N=352

Table 23: Question D9

About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance and homeowners' association (HOA) fees)?	Percent	Number
Less than \$300 per month	9%	N=31
\$300 to \$599 per month	13%	N=44
\$600 to \$999 per month	26%	N=88
\$1,000 to \$1,499 per month	28%	N=97
\$1,500 to \$2,499 per month	18%	N=60
\$2,500 or more per month	6%	N=22
Total	100%	N=342

Table 24: Question D10

Do any children 17 or under live in your household?	Percent	Number
No	68%	N=241
Yes	32%	N=112
Total	100%	N=353

Table 25: Question D11

Are you or any other members of your household aged 65 or older?	Percent	Number
No	68%	N=243
Yes	32%	N=112
Total	100%	N=355

Table 26: Question D12

How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)	Percent	Number
Less than \$25,000	10%	N=33
\$25,000 to \$49,999	24%	N=83
\$50,000 to \$99,999	34%	N=115
\$100,000 to \$149,999	18%	N=61
\$150,000 or more	14%	N=49
Total	100%	N=341

Table 27: Question D13

Are you Spanish, Hispanic or Latino?	Percent	Number
No, not Spanish, Hispanic or Latino	91%	N=319
Yes, I consider myself to be Spanish, Hispanic or Latino	9%	N=32
Total	100%	N=351

Table 28: Question D14

What is your race? (Mark one or more races to indicate what race(s) you consider yourself to be.)	Percent	Number
American Indian or Alaskan Native	2%	N=6
Asian, Asian Indian or Pacific Islander	2%	N=6
Black or African American	1%	N=4
White	93%	N=319
Other	6%	N=22

Total may exceed 100% as respondents could select more than one option.

Table 29: Question D15

In which category is your age?	Percent	Number
18 to 24 years	3%	N=11
25 to 34 years	13%	N=46
35 to 44 years	19%	N=66
45 to 54 years	18%	N=65
55 to 64 years	24%	N=86
65 to 74 years	18%	N=63
75 years or older	5%	N=16
Total	100%	N=353

Table 30: Question D16

What is your sex?	Percent	Number
Female	55%	N=190
Male	45%	N=156
Total	100%	N=346

Table 31: Question D17

Do you consider a cell phone or landline your primary telephone number?	Percent	Number
Cell	60%	N=215
Land line	17%	N=61
Both	22%	N=80
Total	100%	N=356

Responses including “don’t know”

The following pages contain a complete set of responses to each question on the survey, including the “don’t know” responses. The percent of respondents giving a particular response is shown followed by the number of respondents (denoted with “N=”).

Table 32: Question 1

Please rate each of the following aspects of quality of life in Yakima:	Excellent		Good		Fair		Poor		Don't know		Total	
Yakima as a place to live	10%	N=44	43%	N=191	34%	N=150	14%	N=61	0%	N=1	100%	N=447
Your neighborhood as a place to live	29%	N=131	42%	N=186	21%	N=93	7%	N=33	1%	N=3	100%	N=446
Yakima as a place to raise children	8%	N=37	34%	N=153	31%	N=139	22%	N=98	5%	N=22	100%	N=449
Yakima as a place to work	7%	N=33	33%	N=149	39%	N=176	18%	N=83	2%	N=8	100%	N=449
Yakima as a place to visit	12%	N=53	30%	N=134	31%	N=137	27%	N=119	1%	N=6	100%	N=449
Yakima as a place to retire	13%	N=57	32%	N=143	26%	N=114	23%	N=102	7%	N=30	100%	N=446
The overall quality of life in Yakima	8%	N=35	42%	N=189	36%	N=162	13%	N=60	0%	N=2	100%	N=448

Table 33: Question 2

Please rate each of the following characteristics as they relate to Yakima as a whole:	Excellent		Good		Fair		Poor		Don't know		Total	
Overall feeling of safety in Yakima	4%	N=16	32%	N=139	34%	N=144	30%	N=129	0%	N=1	100%	N=429
Overall ease of getting to the places you usually have to visit	23%	N=97	52%	N=220	20%	N=85	5%	N=21	0%	N=0	100%	N=423
Quality of overall natural environment in Yakima	14%	N=60	44%	N=188	31%	N=133	11%	N=47	0%	N=1	100%	N=429
Overall "built environment" of Yakima (including overall design, buildings, parks and transportation systems)	3%	N=11	23%	N=100	50%	N=213	24%	N=103	0%	N=1	100%	N=428
Health and wellness opportunities in Yakima	10%	N=43	36%	N=153	35%	N=151	18%	N=76	1%	N=5	100%	N=428
Overall opportunities for education and enrichment	7%	N=28	40%	N=173	35%	N=149	17%	N=73	1%	N=6	100%	N=429
Overall economic health of Yakima	2%	N=9	23%	N=99	45%	N=192	29%	N=124	1%	N=4	100%	N=428
Sense of community	4%	N=18	24%	N=103	39%	N=166	32%	N=136	1%	N=3	100%	N=426
Overall image or reputation of Yakima	1%	N=4	11%	N=46	35%	N=149	53%	N=227	1%	N=3	100%	N=429

Table 34: Question 3

Please indicate how likely or unlikely you are to do each of the following:	Very likely		Somewhat likely		Somewhat unlikely		Very unlikely		Don't know		Total	
Recommend living in Yakima to someone who asks	19%	N=79	35%	N=149	19%	N=79	27%	N=114	0%	N=2	100%	N=423
Remain in Yakima for the next five years	45%	N=191	25%	N=103	16%	N=66	12%	N=50	2%	N=10	100%	N=420

Table 35: Question 4

Please rate how safe or unsafe you feel:	Very safe		Somewhat safe		Neither safe nor unsafe		Somewhat unsafe		Very unsafe		Don't know		Total	
In your neighborhood during the day	48%	N=204	31%	N=130	10%	N=43	8%	N=32	4%	N=15	0%	N=1	100%	N=425
In Yakima's downtown/commercial area during the day	31%	N=131	34%	N=142	12%	N=50	17%	N=71	7%	N=28	0%	N=1	100%	N=423

Table 36: Question 5

Please rate each of the following characteristics as they relate to Yakima as a whole:	Excellent		Good		Fair		Poor		Don't know		Total	
Traffic flow on major streets	9%	N=36	46%	N=194	33%	N=137	12%	N=51	0%	N=0	100%	N=418
Ease of public parking	15%	N=62	36%	N=150	26%	N=108	21%	N=87	1%	N=5	100%	N=412
Ease of travel by car in Yakima	21%	N=89	49%	N=202	25%	N=105	4%	N=18	0%	N=1	100%	N=415
Ease of travel by public transportation in Yakima	3%	N=13	15%	N=62	17%	N=72	15%	N=62	50%	N=207	100%	N=416
Ease of travel by bicycle in Yakima	2%	N=9	11%	N=45	21%	N=87	29%	N=120	37%	N=156	100%	N=417
Ease of walking in Yakima	8%	N=32	29%	N=119	38%	N=158	19%	N=78	7%	N=28	100%	N=415
Availability of paths and walking trails	11%	N=44	33%	N=137	35%	N=148	17%	N=72	4%	N=18	100%	N=419
Cleanliness of Yakima	3%	N=11	27%	N=113	40%	N=169	30%	N=124	0%	N=1	100%	N=418
Overall appearance of Yakima	1%	N=5	24%	N=100	45%	N=186	30%	N=126	0%	N=0	100%	N=417
Public places where people want to spend time	3%	N=11	27%	N=112	40%	N=169	28%	N=118	2%	N=9	100%	N=419
Variety of housing options	5%	N=20	19%	N=78	39%	N=163	25%	N=106	12%	N=51	100%	N=418
Availability of affordable quality housing	5%	N=22	18%	N=75	32%	N=134	30%	N=126	15%	N=61	100%	N=418
Fitness opportunities (including exercise classes and paths or trails, etc.)	15%	N=63	45%	N=190	33%	N=136	5%	N=21	2%	N=8	100%	N=418
Recreational opportunities	15%	N=64	43%	N=178	26%	N=109	14%	N=58	2%	N=8	100%	N=417
Availability of affordable quality food	12%	N=52	45%	N=187	28%	N=118	14%	N=59	1%	N=3	100%	N=419
Availability of affordable quality health care	10%	N=43	36%	N=152	34%	N=140	16%	N=65	4%	N=17	100%	N=417
Availability of preventive health services	12%	N=51	32%	N=135	36%	N=149	12%	N=52	7%	N=31	100%	N=418
Availability of affordable quality mental health care	5%	N=22	19%	N=78	26%	N=111	20%	N=82	30%	N=127	100%	N=420

Table 37: Question 6

Please rate each of the following characteristics as they relate to Yakima as a whole:	Excellent		Good		Fair		Poor		Don't know		Total	
Availability of affordable quality child care/preschool	4%	N=16	18%	N=71	15%	N=62	13%	N=54	49%	N=198	100%	N=401
K-12 education	6%	N=24	32%	N=126	26%	N=103	16%	N=63	20%	N=81	100%	N=397
Adult educational opportunities	6%	N=23	31%	N=124	33%	N=133	13%	N=51	17%	N=70	100%	N=401
Opportunities to attend cultural/arts/music activities	12%	N=50	35%	N=140	33%	N=132	16%	N=65	3%	N=14	100%	N=401
Opportunities to participate in religious or spiritual events and activities	21%	N=83	40%	N=162	13%	N=52	3%	N=14	23%	N=92	100%	N=403

Please rate each of the following characteristics as they relate to Yakima as a whole:	Excellent		Good		Fair		Poor		Don't know		Total	
Employment opportunities	2%	N=7	18%	N=71	47%	N=186	26%	N=102	9%	N=34	100%	N=400
Shopping opportunities	6%	N=22	31%	N=124	39%	N=156	24%	N=94	1%	N=3	100%	N=399
Cost of living in Yakima	13%	N=53	41%	N=164	33%	N=133	12%	N=48	0%	N=1	100%	N=399
Overall quality of business and service establishments in Yakima	5%	N=19	45%	N=181	37%	N=150	12%	N=50	0%	N=2	100%	N=402
Vibrant downtown/commercial area	2%	N=9	19%	N=75	41%	N=163	37%	N=150	1%	N=4	100%	N=401
Overall quality of new development in Yakima	6%	N=25	29%	N=115	37%	N=149	23%	N=92	5%	N=18	100%	N=399
Opportunities to participate in social events and activities	10%	N=41	37%	N=148	35%	N=142	15%	N=61	2%	N=10	100%	N=402
Opportunities to volunteer	22%	N=89	46%	N=185	17%	N=68	2%	N=10	12%	N=50	100%	N=402
Opportunities to participate in community matters	12%	N=50	37%	N=148	27%	N=107	13%	N=51	11%	N=45	100%	N=401
Openness and acceptance of the community toward people of diverse backgrounds	6%	N=23	20%	N=79	33%	N=133	37%	N=147	5%	N=18	100%	N=400
Neighborliness of residents in Yakima	9%	N=38	29%	N=118	37%	N=147	21%	N=86	3%	N=13	100%	N=402

Table 38: Question 7

Please indicate whether or not you have done each of the following in the last 12 months.	No		Yes		Total	
Observed a code violation or other hazard in Yakima	16%	N=62	84%	N=337	100%	N=399
Household member was a victim of a crime in Yakima	73%	N=293	27%	N=108	100%	N=401
Reported a crime to the police in Yakima	61%	N=245	39%	N=156	100%	N=401
Stocked supplies in preparation for an emergency	62%	N=247	38%	N=152	100%	N=399
Contacted the City of Yakima (in-person, phone, email or web) for help or information	52%	N=209	48%	N=190	100%	N=399
Contacted Yakima elected officials (in-person, phone, email or web) to express your opinion	68%	N=273	32%	N=127	100%	N=400

Table 39: Question 8

In the last 12 months, about how many times, if at all, have you or other household members done each of the following in Yakima?	2 times a week or more		2-4 times a month		Once a month or less		Not at all		Total	
Used Yakima recreation centers or their services	9%	N=35	15%	N=58	37%	N=145	39%	N=155	100%	N=393
Visited a neighborhood park or City park	13%	N=52	31%	N=120	40%	N=159	16%	N=62	100%	N=393
Used Yakima public libraries or their services	6%	N=23	19%	N=74	26%	N=104	49%	N=194	100%	N=395
Attended a City-sponsored event	2%	N=7	13%	N=52	46%	N=180	39%	N=152	100%	N=391
Used bus, rail, subway or other public transportation instead of driving	3%	N=12	3%	N=12	7%	N=28	87%	N=341	100%	N=393
Carpooled with other adults or children instead of driving alone	11%	N=43	17%	N=68	19%	N=75	53%	N=208	100%	N=394
Walked or biked instead of driving	12%	N=47	18%	N=72	21%	N=84	48%	N=188	100%	N=391
Volunteered your time to some group/activity in Yakima	15%	N=59	22%	N=87	24%	N=95	39%	N=153	100%	N=394
Participated in a club	9%	N=37	21%	N=84	19%	N=74	50%	N=198	100%	N=393
Talked to or visited with your immediate neighbors	45%	N=177	29%	N=115	17%	N=68	8%	N=30	100%	N=390
Done a favor for a neighbor	23%	N=89	31%	N=120	35%	N=137	12%	N=47	100%	N=393

Table 40: Question 9

Thinking about local public meetings (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.), in the last 12 months, about how many times, if at all, have you or other household members attended or watched a local public meeting?	2 times a week or more		2-4 times a month		Once a month or less		Not at all		Total	
Attended a local public meeting	2%	N=7	6%	N=21	22%	N=84	70%	N=263	100%	N=375
Watched (online or on television) a local public meeting	4%	N=14	12%	N=45	30%	N=117	55%	N=215	100%	N=391

Table 41: Question 10

Please rate the quality of each of the following services in Yakima:	Excellent		Good		Fair		Poor		Don't know		Total	
Police services	14%	N=53	46%	N=175	25%	N=96	9%	N=33	6%	N=23	100%	N=380
Fire services	30%	N=114	46%	N=173	9%	N=33	1%	N=3	14%	N=54	100%	N=377
Ambulance or emergency medical services	24%	N=92	43%	N=164	12%	N=44	2%	N=7	19%	N=73	100%	N=380
Crime prevention	2%	N=9	23%	N=89	32%	N=124	31%	N=120	10%	N=40	100%	N=382
Fire prevention and education	9%	N=36	40%	N=152	21%	N=81	4%	N=16	25%	N=96	100%	N=381
Traffic enforcement	4%	N=16	37%	N=139	28%	N=104	21%	N=81	10%	N=37	100%	N=377
Street repair	6%	N=22	29%	N=111	32%	N=122	32%	N=121	2%	N=6	100%	N=382
Street cleaning	8%	N=31	41%	N=158	30%	N=113	18%	N=70	2%	N=9	100%	N=381
Street lighting	6%	N=21	47%	N=180	35%	N=134	11%	N=43	1%	N=3	100%	N=381
Snow removal	5%	N=19	41%	N=155	26%	N=98	15%	N=56	14%	N=54	100%	N=382
Sidewalk maintenance	2%	N=8	23%	N=89	35%	N=132	34%	N=131	6%	N=22	100%	N=382
Traffic signal timing	4%	N=16	29%	N=110	34%	N=130	29%	N=111	3%	N=11	100%	N=378
Bus or transit services	3%	N=13	15%	N=59	17%	N=65	10%	N=39	54%	N=205	100%	N=381
Garbage collection	30%	N=114	48%	N=185	16%	N=61	1%	N=5	4%	N=17	100%	N=382
Recycling	8%	N=31	18%	N=70	19%	N=71	38%	N=143	17%	N=64	100%	N=379
Yard waste pick-up	21%	N=78	34%	N=128	16%	N=60	5%	N=20	24%	N=92	100%	N=378
Storm drainage	7%	N=25	35%	N=131	32%	N=123	11%	N=43	15%	N=57	100%	N=379
Drinking water	24%	N=92	44%	N=168	22%	N=82	6%	N=23	4%	N=16	100%	N=381
Sewer services	22%	N=84	45%	N=172	23%	N=89	2%	N=9	7%	N=26	100%	N=380
Utility billing	15%	N=58	42%	N=159	29%	N=109	9%	N=33	5%	N=19	100%	N=378
City parks	17%	N=66	46%	N=174	24%	N=92	7%	N=28	5%	N=19	100%	N=379
Recreation programs or classes	8%	N=29	28%	N=105	26%	N=98	8%	N=31	30%	N=115	100%	N=378
Recreation centers or facilities	7%	N=26	30%	N=114	26%	N=98	10%	N=37	28%	N=105	100%	N=380
Land use, planning and zoning	4%	N=15	15%	N=57	28%	N=106	30%	N=113	23%	N=88	100%	N=379
Code enforcement (weeds, abandoned buildings, etc.)	2%	N=8	11%	N=41	35%	N=132	43%	N=162	10%	N=38	100%	N=381
Animal control	4%	N=16	23%	N=88	35%	N=134	22%	N=82	16%	N=61	100%	N=381
Economic development	3%	N=12	19%	N=74	37%	N=140	30%	N=115	10%	N=39	100%	N=380
Health services	8%	N=32	35%	N=133	35%	N=135	10%	N=39	11%	N=42	100%	N=381
Public library services	20%	N=75	35%	N=132	20%	N=75	2%	N=7	24%	N=90	100%	N=379
Public information services	7%	N=28	34%	N=130	30%	N=114	10%	N=39	18%	N=70	100%	N=381

Please rate the quality of each of the following services in Yakima:	Excellent		Good		Fair		Poor		Don't know		Total	
Cable television	6%	N=24	23%	N=85	30%	N=111	16%	N=60	25%	N=94	100%	N=374
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	2%	N=9	15%	N=56	26%	N=97	16%	N=58	41%	N=154	100%	N=374
Preservation of natural areas such as open space, farmlands and greenbelts	4%	N=16	29%	N=111	34%	N=130	18%	N=68	14%	N=55	100%	N=380
Yakima open space	4%	N=17	23%	N=88	38%	N=145	17%	N=66	16%	N=62	100%	N=378
City-sponsored special events	10%	N=36	32%	N=122	31%	N=117	12%	N=45	15%	N=57	100%	N=377
Overall customer service by Yakima employees (police, receptionists, planners, etc.)	11%	N=42	38%	N=144	30%	N=113	13%	N=50	9%	N=33	100%	N=382

Table 42: Question 11

Overall, how would you rate the quality of the services provided by each of the following?	Excellent		Good		Fair		Poor		Don't know		Total	
The City of Yakima	4%	N=15	38%	N=142	36%	N=134	19%	N=70	4%	N=16	100%	N=377
The Federal Government	4%	N=15	30%	N=112	37%	N=141	19%	N=73	10%	N=37	100%	N=378
The State Government	4%	N=16	34%	N=127	38%	N=144	15%	N=58	9%	N=33	100%	N=378
Yakima County Government	3%	N=10	32%	N=121	35%	N=134	19%	N=73	11%	N=40	100%	N=378

Table 43: Question 12

Please rate the following categories of Yakima government performance:	Excellent		Good		Fair		Poor		Don't know		Total	
The value of services for the taxes paid to Yakima	3%	N=12	29%	N=104	40%	N=145	22%	N=79	6%	N=20	100%	N=360
The overall direction that Yakima is taking	8%	N=29	22%	N=79	27%	N=99	40%	N=146	2%	N=8	100%	N=361
The job Yakima government does at welcoming citizen involvement	3%	N=12	18%	N=66	29%	N=106	42%	N=152	7%	N=27	100%	N=363
Overall confidence in Yakima government	1%	N=4	13%	N=48	30%	N=110	54%	N=195	1%	N=5	100%	N=362
Generally acting in the best interest of the community	1%	N=5	17%	N=63	26%	N=96	52%	N=190	2%	N=9	100%	N=363
Being honest	2%	N=8	20%	N=73	23%	N=83	48%	N=174	7%	N=24	100%	N=362
Treating all residents fairly	3%	N=10	18%	N=65	22%	N=80	52%	N=189	5%	N=18	100%	N=362

Table 44: Question 13

Please rate how important, if at all, you think it is for the Yakima community to focus on each of the following in the coming two years:	Essential		Very important		Somewhat important		Not at all important		Total	
Overall feeling of safety in Yakima	64%	N=231	29%	N=106	6%	N=21	1%	N=3	100%	N=361
Overall ease of getting to the places you usually have to visit	21%	N=74	43%	N=156	30%	N=109	6%	N=20	100%	N=359
Quality of overall natural environment in Yakima	34%	N=122	41%	N=147	23%	N=83	3%	N=10	100%	N=362
Overall "built environment" of Yakima (including overall design, buildings, parks and transportation systems)	30%	N=107	42%	N=152	26%	N=93	3%	N=10	100%	N=362
Health and wellness opportunities in Yakima	33%	N=119	45%	N=164	19%	N=69	2%	N=9	100%	N=361
Overall opportunities for education and enrichment	40%	N=143	42%	N=150	17%	N=61	2%	N=7	100%	N=361

Please rate how important, if at all, you think it is for the Yakima community to focus on each of the following in the coming two years:	Essential		Very important		Somewhat important		Not at all important		Total	
Overall economic health of Yakima	58%	N=209	37%	N=133	6%	N=20	0%	N=1	100%	N=363
Sense of community	41%	N=146	41%	N=147	16%	N=58	3%	N=9	100%	N=360

Table 45: Question 14

Please indicate how important, if at all, it is for the City to invest in each of the following issues in the next 12 months:	Essential		Very important		Somewhat important		Not at all important		Total	
Code and sign enforcement	22%	N=78	37%	N=130	34%	N=120	7%	N=25	100%	N=353
Job creation/economic development	52%	N=181	36%	N=127	11%	N=39	1%	N=2	100%	N=349
Road improvements	32%	N=113	42%	N=148	25%	N=87	1%	N=5	100%	N=353
Parks and recreation improvements	27%	N=96	44%	N=155	25%	N=88	3%	N=12	100%	N=351
Community events/activities	21%	N=75	40%	N=142	33%	N=117	6%	N=21	100%	N=355
Public safety/police services	64%	N=227	27%	N=96	8%	N=29	1%	N=2	100%	N=354

Table 46: Question D1

How often, if at all, do you do each of the following, considering all of the times you could?	Never		Rarely		Sometimes		Usually		Always		Total	
Recycle at home	11%	N=39	8%	N=27	19%	N=67	19%	N=69	43%	N=152	100%	N=354
Purchase goods or services from a business located in Yakima	0%	N=1	3%	N=12	14%	N=48	58%	N=206	25%	N=88	100%	N=355
Eat at least 5 portions of fruits and vegetables a day	4%	N=13	11%	N=38	38%	N=134	31%	N=108	17%	N=60	100%	N=353
Participate in moderate or vigorous physical activity	2%	N=8	12%	N=42	33%	N=116	32%	N=113	22%	N=77	100%	N=356
Read or watch local news (via television, paper, computer, etc.)	2%	N=6	6%	N=22	10%	N=37	32%	N=113	50%	N=178	100%	N=356
Vote in local elections	3%	N=12	2%	N=7	4%	N=13	21%	N=73	70%	N=249	100%	N=354

Table 47: Question D2

Would you say that in general your health is:	Percent	Number
Excellent	24%	N=84
Very good	44%	N=156
Good	24%	N=86
Fair	7%	N=26
Poor	1%	N=4
Total	100%	N=356

Table 48: Question D3

What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Percent	Number
Very positive	7%	N=24
Somewhat positive	24%	N=85
Neutral	47%	N=167
Somewhat negative	20%	N=73
Very negative	2%	N=8
Total	100%	N=357

Table 49: Question D4

What is your employment status?	Percent	Number
Working full time for pay	60%	N=213
Working part time for pay	10%	N=34
Unemployed, looking for paid work	3%	N=10
Unemployed, not looking for paid work	1%	N=4
Fully retired	26%	N=93
Total	100%	N=354

Table 50: Question D5

Do you work inside the boundaries of Yakima?	Percent	Number
Yes, outside the home	55%	N=196
Yes, from home	9%	N=32
No	36%	N=126
Total	100%	N=354

Table 51: Question D6

How many years have you lived in Yakima?	Percent	Number
Less than 2 years	6%	N=23
2 to 5 years	8%	N=27
6 to 10 years	10%	N=36
11 to 20 years	13%	N=46
More than 20 years	63%	N=226
Total	100%	N=358

Table 52: Question D7

Which best describes the building you live in?	Percent	Number
One family house detached from any other houses	84%	N=300
Building with two or more homes (duplex, townhome, apartment or condominium)	11%	N=41
Mobile home	4%	N=16
Other	0%	N=0
Total	100%	N=357

Table 53: Question D8

Is this house, apartment or mobile home...	Percent	Number
Rented	17%	N=59
Owned	83%	N=293
Total	100%	N=352

Table 54: Question D9

About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance and homeowners' association (HOA) fees)?	Percent	Number
Less than \$300 per month	9%	N=31
\$300 to \$599 per month	13%	N=44
\$600 to \$999 per month	26%	N=88
\$1,000 to \$1,499 per month	28%	N=97
\$1,500 to \$2,499 per month	18%	N=60
\$2,500 or more per month	6%	N=22
Total	100%	N=342

Table 55: Question D10

Do any children 17 or under live in your household?	Percent	Number
No	68%	N=241
Yes	32%	N=112
Total	100%	N=353

Table 56: Question D11

Are you or any other members of your household aged 65 or older?	Percent	Number
No	68%	N=243
Yes	32%	N=112
Total	100%	N=355

Table 57: Question D12

How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)	Percent	Number
Less than \$25,000	10%	N=33
\$25,000 to \$49,999	24%	N=83
\$50,000 to \$99,999	34%	N=115
\$100,000 to \$149,999	18%	N=61
\$150,000 or more	14%	N=49
Total	100%	N=341

Table 58: Question D13

Are you Spanish, Hispanic or Latino?	Percent	Number
No, not Spanish, Hispanic or Latino	91%	N=319
Yes, I consider myself to be Spanish, Hispanic or Latino	9%	N=32
Total	100%	N=351

Table 59: Question D14

What is your race? (Mark one or more races to indicate what race(s) you consider yourself to be.)	Percent	Number
American Indian or Alaskan Native	2%	N=6
Asian, Asian Indian or Pacific Islander	2%	N=6
Black or African American	1%	N=4
White	93%	N=319
Other	6%	N=22

Total may exceed 100% as respondents could select more than one option.

Table 60: Question D15

In which category is your age?	Percent	Number
18 to 24 years	3%	N=11
25 to 34 years	13%	N=46
35 to 44 years	19%	N=66
45 to 54 years	18%	N=65
55 to 64 years	24%	N=86
65 to 74 years	18%	N=63
75 years or older	5%	N=16
Total	100%	N=353

Table 61: Question D16

What is your sex?	Percent	Number
Female	55%	N=190
Male	45%	N=156
Total	100%	N=346

Table 62: Question D17

Do you consider a cell phone or landline your primary telephone number?	Percent	Number
Cell	60%	N=215
Land line	17%	N=61
Both	22%	N=80
Total	100%	N=356

Yakima Citizen Survey

Key Findings

2012 - 2015

Policy Questions ("essential" or "very important" responses)

How important is it that the City invest in the following areas in the next 12 months?

	2013 S/O		2014 S/O		2015 S/O	
Public Safety	90%	91%	91%	90%	93%	91%
Economic Development	90%	92%	91%	87%	89%	88%
Infrastructure/Roads	75%	85%	77%	73%	77%	74%
Codes & Sign regulations	76%	85%	60%	55%	58%	59%
Community Events	56%	59%	60%	53%	56%	61%

Rating of Government Services ("excellent" or "good" responses)

	2012 S/O		2013 S/O		2014 S/O		2015 S/O	
Fire Services	84%	84%	83%	87%	82%	88%	87%	89%
Ambulance Services	83%	75%	79%	85%	79%	84%	85%	83%
Garbage Collection	80%	85%	81%	84%	81%	85%	80%	82%
Drinking Water	64%	72%	61%	75%	58%	74%	62%	71%
City Parks	56%	56%	57%	62%	55%	67%	54%	66%
Police Services	54%	52%	54%	61%	53%	58%	60%	64%
Public Information Services	48%	44%	47%	51%	46%	49%	46%	51%
Storm Drainage	46%	50%	37%	54%	41%	48%	47%	49%
Recreation Programs	43%	48%	40%	54%	45%	52%	45%	51%
Public Parking	37%	40%	40%	51%	43%	47%	36%	52%
Street Repairs	22%	11%	19%	18%	46%	59%	31%	36%
Crime Prevention	23%	19%	22%	23%	28%	30%	32%	29%
Code Enforcement	15%	12%	15%	13%	16%	18%	16%	14%

Quality of Life and Government Performance Questions ("excellent" or "good" responses)

	2012 S/O		2013 S/O		2014 S/O		2015 S/O	
Your neighborhood as a place to live	61%	68%	74%	72%	61%	73%	65%	72%
Yakima as a place to live	50%	45%	50%	51%	52%	54%	55%	53%
Services provided by the City of Yakima	45%	40%	47%	51%	46%	46%	46%	35%
The overall direction that Yakima is taking	28%	18%	31%	39%	38%	38%	30%	30%
Value of services for the taxes paid	27%	37%	26%	31%	32%	37%	27%	35%
Overall feeling of safety	NA		23%	28%	29%	33%	31%	36%
Customer service	NA		48%	54%	43%	58%	53%	53%
Feeling of safety in the downtown	62%	58%	60%	64%	60%	64%	63%	65%

Legend
S=scientific results
O=online, non-scientific results



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 3.
For Meeting of: October 27, 2015

ITEM TITLE: 2015 Strategic plan review and proposed 2016 neighborhood partnership initiative

SUBMITTED BY: Tony O'Rourke, City Manager

SUMMARY EXPLANATION:
See attached.

Resolution:

Ordinance:

Other (Specify):

Contract:

Contract Term:

Start Date:

End Date:

Item Budgeted:

Amount:

Funding Source/Fiscal Impact:

Strategic Priority:

Insurance Required? No

Mail to:

Phone:

**APPROVED FOR
SUBMITTAL:**

City Manager

RECOMMENDATION:

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> 2015 Strategic Plan	10/21/2015	Cover Memo
<input type="checkbox"/> Neighborhood Partnership initiative - DRAFT	10/14/2015	Cover Memo

2015 STRATEGIC PLAN

CITY OF YAKIMA



Artist rendering of proposed downtown plaza



Artist rendering of proposed downtown plaza

YAKIMA CITY COUNCIL

Mayor.....Micah Cawley
 Assistant Mayor/District 4.....Kathy Coffey
 District 1.....Maureen Adkison
 District 2.....Tom Dittmar
 District 3.....Rick Ensey
 At Large.....Dave Ettl
 At Large.....Bill Lover



Back Row: Rick Ensey, Tom Dittmar, Dave Ettl, Micah Cawley, Bill Lover

Front Row: Kathy Coffey, Maureen Adkison

SENIOR STAFF

- * City Manager—Tony O'Rourke
- * Police Chief—Dominic Rizzi
- * Fire Chief—Bob Stewart
- * City Attorney—Jeff Cutter
- * Director of Community Development—Joan Davenport
- * Director of Emergency Management/GFI—Perry Tarrant
- * Director of Finance—Cindy Epperson
- * Director of Public Works—Scott Schafer
- * Director of Utilities & Engineering—Debbie Cook
- * Airport Manager—Rob Peterson
- * Assistant to the City Manager—Cally Price
- * City Clerk—Sonya Claar Tee
- * Communications & Public Affairs—Randy Beehler
- * Economic Development Manager—Sean Hawkins
- * Information Systems Manager—Wayne Wantland

TABLE OF CONTENTS

	Page
Introduction	1
Strategic Planning Process	2
Strategic Priorities	
Economic Development	3
Public Safety	4
Improve the Built Environment	5
Public Trust & Accountability	6
Partnership Development	7

INTRODUCTION



OFFICE OF THE CITY MANAGER
129 North Second Street
CITY HALL, Yakima, Washington 98901
Phone (509) 575-6040

Honorable Mayor and members of the Yakima City Council,

I am pleased to present for your review and adoption the City's 2015 Strategic Plan. The 2015 Strategic Plan is a collaboration of the City Council, City staff, and the community to create a dynamic set of strategies and key intended outcomes to move the community and City organization forward over the next several years. The foundation of the Strategic Plan is built on the following strategic priorities.

- * Economic development
- * Public Safety
- * Improving the built environment
- * Public trust and accountability
- * Partnership development

These Strategic Priorities are the collaborative result of a Citizen Survey and City Council assessment of the strengths, weaknesses, opportunities, and threats of the community and organization. The Strategic Plan offers direction and focus on issues that are critically important to improving Yakima. The Plan sets priorities, establishes strategies, and most importantly, includes performance measures to monitor and measure progress. The Strategic Plan will require the City Council and staff to consider the Plan when developing policies, delivering city services, preparing the City's budget, developing department plans, and assessing the performance of the City Manager and staff.

The following critical steps describe how we will move from words to action and ensure alignment of the City's Strategic Plan, departments and staff work plans, policies, and budget.

- *Each City department will establish specific action-oriented goals, work activities, and performance measures to align with and make progress on the Strategic Priorities.
- *City Council policy initiatives and discussions will focus on the Strategic Priorities.
- *Senior management and employee performance evaluations will be linked with the Strategic Priorities.
- *Performance measures will be monitored and reported on to hold ourselves accountable for making measureable progress in achieving the strategic commitments.
- *Communicate quarterly and annually to the City Council and public through a Strategic Plan Progress Report.
- *Periodically review the Strategic Plan to ensure that it continues to focus City government resources on the issues most important to the community.

I would like to thank the community, City Council, and staff for having the foresight and dedication required to develop a shared purpose and plan to achieve significant and sustainable success for the City of Yakima.

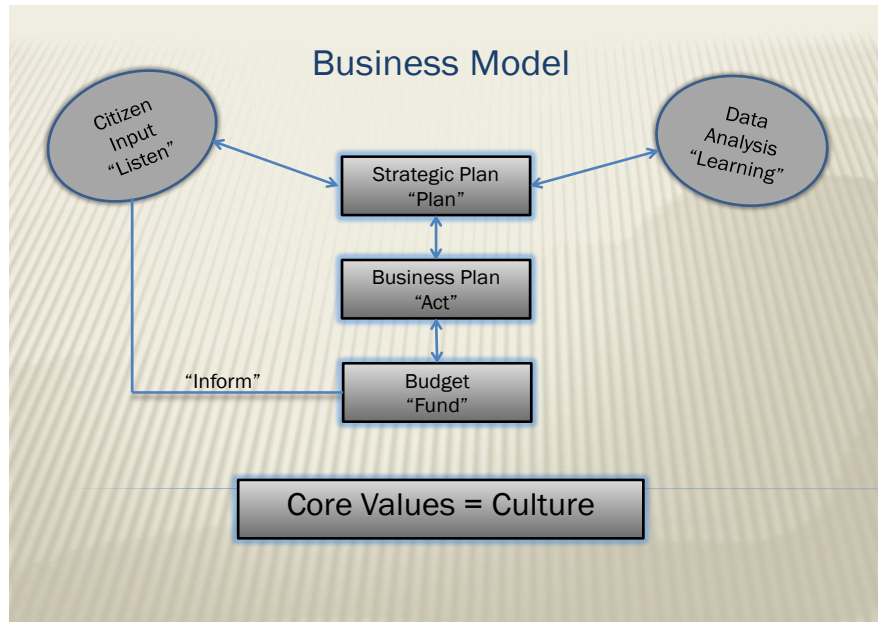
Sincerely,

STRATEGIC PLANNING PROCESS

“Strategic vision provides direction to both the formulation and execution of strategy. It makes strategy proactive, rather than reactive, about the future. Strategy is the crossover mechanism for moving from the work as forecasted to the work of our vision.” - Colonel Bruce B.G. Clarke

Understanding the needs of the City’s customers is the foundation upon which this Strategic Plan has been developed. The City undertook a variety of processes to assess community needs, interests, and expectations.

The City surveyed the local community, gathered baseline data from which to develop meaningful performance standards, conducted workshops with the City Council to assess strengths, weaknesses, opportunities, and threats, and conducted a comprehensive strategic planning development review with the City Council.



COMMUNITY INPUT—“Listening” to the Customer

The City mailed a customized National Citizen Survey to 3,000 Yakima residents in June 2012. The survey provided information to allow the City Council to establish priorities in direct response to the needs of the citizenry. Survey results are highlighted throughout this document.

DATA ANALYSIS—“Learning” What the Facts Are

Information from various sources was utilized to provide background for the development of the Strategic Priorities and will be utilized to plan and execute initiatives to drive the Strategic Priorities.

DEVELOPING STRATEGIC PRIORITIES

On August 28, 2012, the City Council met and evaluated the information gathered and recognized and validated **“The Case for Change”** had been made to move away from “government as usual” and toward a local government that is customer focused, data driven, and results oriented. Toward this end, the City Council established the five Strategic Priorities identified in this Strategic Plan, which are designed to address the serious economic conditions, meet community expectations, build on the community’s strengths and interest in the City, restore the community’s trust, and move the City from **recession to recovery**.

ECONOMIC DEVELOPMENT

Through collaboration and partnerships with other public, private, and non-profit entities, the City will aggressively support economic development efforts that will create quality, living wage jobs to ensure a diverse economic base, a resilient and growing City tax base, and long-term economic vitality for the City of Yakima. To move the City economy from recession to recovery, the City will commit to the following initiatives to foster a dynamic and diverse economy for Yakima.

STRATEGIES

1. Build upon our existing signature businesses and industries by attracting complimentary business clusters in healthcare, business and professional services, industrial machinery, food processing and distribution to expand and strengthen the local economy.
2. Continue the physical revitalization of the City to promote a strong first impression and community attractiveness to businesses.
3. Build on the community's history, heritage, natural resources, and livability to promote Yakima as a tourist and business destination.
4. Collaborate with downtown businesses to foster the growth and enhancement of the downtown as a destination through development of a Downtown Master Plan, enhanced public safety, customer-friendly parking, marketing, additional special events, an attractive physical environment, pedestrian-oriented design standards, and review of regulations to encourage investment while ensuring health and safety.
5. Execute a plan for the environmental restoration of the Mill Site along with consolidated ownership and infrastructure improvements to position the Mill Site as a prime economic development site for private sector development.
6. Optimize business development, capital improvements, and additional commercial air service at the Yakima Airport.
7. Community arts, culture, and recreational opportunities are valued by both residents and prospective employers as a measure of the community's quality of life. Accordingly, these sectors of the community must be enhanced.
8. Increase City involvement and partnerships with the Chamber, Visitors & Convention Bureau, Rural Community Development Resources, Central Washington State Fair Board, Yakima Sports Commission, Capitol Theatre, New Vision and other private entities to stimulate economic development.
9. Create a cohesive marketing strategy for wine, craft brews, and cider producers.
10. Ensure a balanced regulatory environment that facilitates business retention and growth.

BENCHMARKS

	2012 Actual	2013 Actual	2014 Actual	2015 Goal
Increase the citizen survey rating of those who rate the City's employment opportunities as excellent/good	15%	19%	27%	30%
Lower unemployment rate	10.3%	9.4%	8.0%	7.0%
Increase annual sales tax growth	7.2%	6.7%	6.4%	4.6%
Increase annual lodging tax growth	4.3%	4.0%	7.2%	4.0%
Increase downtown sales tax growth	NA	10%	14%	10%
Improve Yakima as a place to visit	NA	36%	37%	40%
Improve Yakima as a place to work	38%	40%	44%	47%
Create a vibrant downtown	NA	21%	22%	25%

PUBLIC SAFETY

The City is committed to providing a safe and secure environment for its residents, businesses, and visitors. However, random acts of gang violence, property crime, and auto theft have created growing concerns about public safety in Yakima. To ensure healthy and vital neighborhoods free of crime, the City needs to increase its community based partnerships in crime prevention, fire and life safety, code inspection, preparedness, and community policing. To that end, we are committed to the following initiatives.

STRATEGIES

1. Promote and increase community based partnerships in crime prevention through:
 - Neighborhood Block Watch
 - Crime Stoppers
 - Neighborhood Associations
 - Schools
 - Businesses
 - Citizens for Safe Communities
 - Service Clubs
2. Ensure appropriate service levels for public safety services as the community population grows.
3. Proactively address gang violence through Gang Free Initiative strategies.
4. Conduct fire code inspections of all 4,000 commercial structures in the City.
5. Enhance downtown safety by operating visible and routine police bike and foot patrols.
6. Establish an effective graffiti abatement program focused on notification, clean-up, investigation, and enforcement.
7. Improve neighborhood safety by installing more street lights along arterial streets and poorly lighted areas.
8. Strengthen cooperation and partnership with Yakima County Sheriff's Office and add officers to the federal/state Violent Crime Task Force.
9. Construct new 9-1-1 Communications Center at the County's Resource Center in Union Gap.
10. Expedite the fingerprinting process for concealed pistol licenses with new Live Scan system.

BENCHMARKS

	2012 Actual	2013 Actual	2014 Actual	2015 Goal
Citizen rating of safety in their neighborhood (very safe /somewhat safe)	77%	74%	76%	78%
Citizen rating of overall feeling of safety (very safe / somewhat safe)	NA	23%	29%	31%
Crime prevention citizen rating (excellent / good)	23%	22%	28%	30%
Fire response travel time under five minutes	90%	88%	87%	90%
Number of commercial structures inspected		2,512	2,248	3,400
Part 1 crimes per 1,000 residents	69	55	53	52

IMPROVE THE BUILT ENVIRONMENT

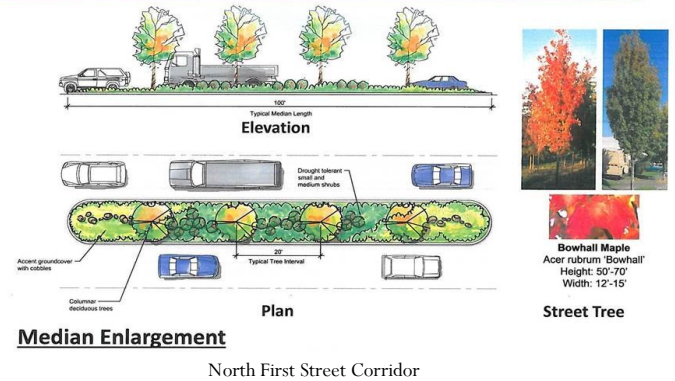
The City's overall appearance and infrastructure are critical components of the public's perception of the community's quality and vitality. The current physical environment does not meet the public's expectation. The restoration of the built environment is a necessity. There is a compelling need to resolve and unify the visual quality of the community, as well as, ensure the provision and maintenance of essential infrastructure.

STRATEGIES

1. Enhance the appearance of the City through:

- Community-based clean-up programs
- Volunteer code enforcement rangers
- New downtown design and signage standards
- Comprehensive graffiti abatement program
- Business facade and streetscape improvements

Preferred Corridor Option



2. Create a strong first impression of the City through entry statements at key City entrances off of US Hwy. 12 and I-82.

3. Create Neighborhood Service Teams consisting of all City operational departments and neighborhood associations to enhance neighborhood appearance and community pride.

4. Enforce signage and code standards to ensure the aesthetics, integrity, and safety of the City. Review and streamline existing City codes related to appearance and signage.

5. Maintain and support public infrastructure facilities for drinking water, irrigation, sewer service, and sewer capacity.



Lincoln Underpass—Bins of Light

BENCHMARKS

	2012 Actual	2013 Actual	2014 Actual	2015 Goal
Improve the citizen rating of the City's overall appearance as excellent/good	29%	28%	30%	35%
Improve resident rating of the City's cleanliness as excellent/good	31%	29%	31%	35%
Improve citizen rating of City's code enforcement as excellent/good	15%	15%	16%	25%
Improve citizen rating of City streets as excellent/good	21%	19%	47%	50%
Improve overall built environment	NA	36%	39%	42%
Improve overall quality of new development in Yakima	39%	33%	38%	45%
Increase number of residents not under housing cost stress	54%	60%	64%	67%
Increase those purchased goods and services in Yakima	NA	92%	93%	95%
Increase supply of affordable quality housing	33%	36%	33%	35%

PUBLIC TRUST & ACCOUNTABILITY

Based on the 2012 Yakima Citizen Survey, the residents and businesses of Yakima want a City government that delivers higher value and quality in City services. They have also made it clear they want to be more informed and engaged in solving this community's problems and setting its future course. Listening to and responding to the concerns of citizens fosters mutual trust and cooperation. They also want accountability and accessibility from our City leaders as they make decisions that will affect the lives of current and future generations in Yakima. To achieve greater public trust and accountability, the City is committed to increased citizen information, involvement, and delivering exceptional and meaningful results. To achieve this we pledge to doing the following.

STRATEGIES

1. Create and implement a comprehensive Public Communication Strategy and function to inform and encourage participation in civic affairs for the entire community.
2. Enhance public engagement in the City by:
 - Supporting more community events
 - Celebrating the community's rich history and heritage
 - Conducting community surveys/focus groups
 - Leveraging media partnerships
 - Promoting volunteer opportunities (e.g. Block Watch, etc.)
3. Increase citizen involvement through the creation of volunteer opportunities.



Downtown Summer Nights concert



Downtown Summer Nights concert



National Night Out

BENCHMARKS

2012

2013

2014

2015

Improve citizen excellent/good rating on direction City is taking	28%	31%	38%	42%
Improve citizen excellent/good rating on the value of services for taxes paid	27%	26%	32%	35%
Improve citizen excellent/good rating of services provided by the City	45%	47%	46%	49%
Conduct annual citizen survey and employee survey	Yes	Yes	Yes	Yes
Improve citizen rating of City welcoming city involvement	29%	32%	33%	37%
Maintain general fund operating reserve balance as percentage of general fund expenses	16%	17.6%	14.3%	14.9%
Improve citizen opportunities to participate in community matters	45%	41%	47%	49%
Improve citizens rating of City public information services	48%	47%	46%	49%

PARTNERSHIP DEVELOPMENT

The City of Yakima will build cooperative and reciprocal partnerships with local, regional, state, federal, non-profit, and private entities to enhance the vitality and quality of life of City residents, businesses and guests to leverage resources with other organizations to accomplish what the City otherwise couldn't.

STRATEGIES

1. Work with Yakima County, State of Washington, and Federal Government to secure funding and approval for necessary transportation and infrastructure improvements to enhance access to the Mill Site.
2. Create a legislative and administrative strategy and partnership with the Association of Washington Cities, State and Federal legislative delegations and administrative agency staff to address City needs and opportunities.
3. Partner with private, public, and non-profit organizations in creating more downtown Yakima events and activities that enhance community and downtown engagement, inclusion, and pride.
4. Create a Yakima Cleanup and Revitalization Effort (CARE) community partnership with faith-based organizations, service clubs, and neighborhood associations to improve Yakima's appearance and vitality.
5. Partner with the Downtown Merchants, Capitol Theatre, Visitors & Convention Bureau, Central Washington State Fair Board, and media in creating more community events and activities that foster more community and downtown engagement, involvement, and pride.
6. Partner with the Hispanic and Latino communities to address the needs and expectations of the growing Hispanic/Latino population in the community.
7. Collaborate with the Gang Free Initiative in eradicating gang violence.
8. Create neighborhood service teams to provide residents and businesses the opportunity to partner with City operations and departments including police, fire, public works, community development, parks and recreation, and code enforcement in addressing neighborhood concerns and opportunities for improvement.
9. Enhance volunteer opportunities for community groups.
10. Ensure the City Council is represented and/or meets regularly with the governing board of the following Yakima organizations:

- | | |
|--------------------------------------|--|
| ●Yakima County | ●Hispanic Chamber of Commerce |
| ●Yakima School District | ●YCDA—New Vision |
| ●Greater Yakima Chamber of Commerce | ●Pacific Northwest University of Health Sciences |
| ●Capitol Theatre | ●Heritage University |
| ●Central Washington State Fair Board | ●Yakima Regional Hospital |
| ●Memorial Hospital | ●Service Clubs |
| ●Yakima Valley Community College | ●Sister City program |

BENCHMARKS

	2012 Actual	2013 Actual	2014 Actual	2015 Goal
Establish Yakima Cleanup and Revitalization (CARE) program	No	No	No	Yes
Create legislative/administrative strategy for state and federal issues	No	Yes	Yes	Yes
Create downtown event sponsorships	No	Yes	Yes	Yes
Secure federal and/or state funding for the Mill Site	No	Yes	Yes	Yes

CITY OF YAKIMA

129 North 2nd Street
Yakima, WA 98901

Tel: 509-575-6000
web: yakimawa.gov



Yak Back
MAKE YOUR VOICE COUNT

2012-2014 CITIZEN SURVEY RESULTS

Community quality overall (excellent/good)	<u>2012</u>	<u>2013</u>	<u>2014</u>
Overall image	19%	21%	21%
Yakima as a place to live	49%	50%	52%
Overall appearance	29%	28%	30%
Public Safety	<u>2012</u>	<u>2013</u>	<u>2014</u>
Overall feeling of safety	N/A	23%	29%
Feel safe in neighborhood during the day	77%	74%	76%
Feel safe in downtown during the day	62%	60%	60%
Been the victim of a crime	26%	29%	25%
Crime prevention	22%	22%	28%
Built environment	<u>2012</u>	<u>2013</u>	<u>2014</u>
Overall built environment	N/A	36%	39%
Overall natural environment	49%	56%	54%
New development	39%	33%	38%
Land use, planning, zoning	28%	27%	28%
Economic Development	<u>2012</u>	<u>2013</u>	<u>2014</u>
Overall economic health	N/A	24%	26%
Vibrant downtown	N/A	21%	22%
Shopping opportunities	39%	37%	32%
Ease of public parking	N/A	40%	43%
Governance	<u>2012</u>	<u>2013</u>	<u>2014</u>
Overall direction that Yakima is taking	28%	31%	38%
Quality of City services	45%	47%	46%
Value of services for taxes paid	27%	26%	32%
Customer service	N/A	49%	43%
Individual services (excellent/good)	<u>2012</u>	<u>2013</u>	<u>2014</u>
Fire	84%	83%	82%
Garbage collection	79%	81%	81%
Ambulance/EMS	83%	79%	79%
Sewer service	71%	63%	68%
Bus service	62%	59%	61%
Drinking water	64%	61%	58%
Police	54%	54%	53%
Public information	48%	47%	46%
Street repair	22%	19%	46%
Storm drainage	46%	37%	41%
Recreation centers	43%	37%	41%
Animal control	28%	26%	31%
Code enforcement	15%	15%	16%



Strategic Initiative
Strategic Goals and Objectives
City of Yakima

STRATEGIC INITIATIVE: Neighborhood Partnership

Vision: Strengthen the partnership and collaboration between neighborhoods and the City to support and promote safe, vibrant, inclusive and diverse neighborhoods.

Mission: Yakima's Neighborhood Partnership is a comprehensive neighborhood program led by the Neighborhood Engagement Manager, Neighborhood Service Teams and the community to preserve and strengthen Yakima neighborhoods. The Initiative addresses the unique needs and diverse issues in a wide variety of neighborhoods throughout the City. Through the Initiative, residents assist in identifying the prioritizing neighborhood concerns while working with a variety of city departments to address these issues. As part of the Initiative, residents and businesses are provided with education, training, and access to existing resources to address neighborhood issues. Neighborhood Service Teams are formed to create solutions to concerns identified by the neighborhood, as well as, neighborhoods creating self-directed volunteer teams to address neighborhood needs. Our objective is to provide meaningful and positive change in neighborhoods and for residents to become better organized and engaged with their neighbors, neighborhood and their City.

Initiatives:

- **Neighborhood Engagement Manager**

The Neighborhood Engagement Manager is a member of the senior management team and reports directly to the City Manager. This is a newly created, at-will position that will be responsible for the overall direction and management of neighborhood engagement by developing, leading, and championing a comprehensive strategic community engagement plan that will advance the City's goal of open government, inclusiveness, and transparency. This position advises on a wide-range of communications, community related, and intergovernmental issues including developing and implementing overall policies, engagement strategies, and short and long range plans and goals to strengthen neighborhood and the City.

- Lead and coordinate the efforts of City government to involve neighborhoods in the work of the City.
- Provide guidance and leadership to City management and elected officials on how to involve neighborhoods.
- Build collaboration and coordinate neighborhood involvement across City departments.
- Build the capacity of neighborhood and community organizations.

- Develop the necessary infrastructure and organization to support neighborhood and community organizations in different parts of the City.
- Organize citywide training programs for community leaders and staff.
- Organize citywide meeting of community organizations to exchange ideas and build trust across the City.
- Attend community and networking events outside of normal business hours, including evenings and weekends, to optimize partnership opportunities.
- Develop, lead, and manage a strategic plan to accomplish broader community awareness and engagement.
- Solicit support from local non-profit agencies like United Way, Farmworkers Clinic, Yakima Community Foundation, as well as state and federal partners (legislators, AmeriCorp, etc.)
- The salary for this position is \$80,000 - \$97,365 (pay code 1275 of the City's Master Pay Ordinance) equivalent to the Economic Development Manager.

- **Neighborhood Partnership Program**

The Neighborhood Partnership Program is a neighborhood-based program designed to encourage new, creative neighborhood efforts. The Neighborhood Partnership Program provides matching grants to neighborhood organizations for small, innovative neighborhood-based projects.

The purpose of the program is to strengthen and provide resources to neighborhood-based groups wanting to improve their neighborhoods. Additionally, it is developed to simulate partnerships between the City and neighborhood residents and business associations for new, creative neighborhood efforts such as, safety programs, education initiatives, cleanup projects, and vacant lot improvements.

Neighborhood groups and organizations will compete for grants and must match funds awarded by the City with contributions of volunteer time, cash, other partner funding, or in-kind donations of goods and services.

Grants ranging up to \$10,000 will be awarded annually. The match requirement is \$1 for \$1 and must be secured before beginning the project. If a neighborhood is economically distressed by being 40% below the 2010 census federal poverty line, or 40% below the median City household income, then a sliding scale match will be acceptable.

Applicants will compete on:

- The quality of the proposed project.
- Neighborhood participation in the project.
- Ability to build upon existing strengths and assets.

- Neighborhood's matching contribution.

A detailed description of the program and grant process is attached.

- **Neighborhood Cleanup and Revitalizations Efforts (CARE)**

This program assists neighborhoods in completing community enhancement projects that improve the neighborhood. Requests for assistance for the following volunteer-based projects to transform neighborhood blocks could include:

- Volunteer-based reporting of graffiti in neighborhoods for removal.
- Cleanup and debris removal for alleys, vacant lots, easements, etc. and landscaping cleanup for residents in need.
- Exterior home painting for residents that are physically and/or financially unable to complete the work on their own.
- Painting of common neighborhood areas, which can include wall painting and community parks.
- Removal of abandoned buildings.

Safe Neighborhood Initiative

- Establish, maintain, and promote increased community outreach and partnerships in crime prevention and safety through neighborhood block watches, crime stoppers, neighborhood associations, schools, businesses, faith-based organization, and service clubs.
- Plan, direct, manage, and oversee an effective graffiti abatement program focused on notification, cleanup and enforcement.
- Improve neighborhood safety by partnering with police and residents to enhance street lighting in high crime and poorly lit areas.
- Initiate the development and operation of a City of Yakima Youth Commission to solicit youth input and participation in enhancing the quality of life for Yakima's youth.
- Support the police department student internship program to foster law enforcement career development.
- Assist in the development and implementation of a community court to reduce quality of life offenses in the downtown and North 1st Street areas in collaboration with the municipal court, city attorney's office, police department, indigent defense counsel, and human service providers to reduce habitual criminal activity.
- Establish and maintain linkages among public and private partnerships to ensure effective utilization of resources directed toward the prevention, intervention, and suppression of gang related crime and violence, intervening with high-risk and gang-involved youth and their families enabling the eventual departure from the gang lifestyle, and prevention of future gang proliferation through coordinated youth development strategies.

Neighborhood Grant Program Grant Guidelines

What is the Neighborhood Grant Program?

The purpose of the Neighborhood Grant Program is to encourage City residents to collaboratively identify and actively participate in making improvements to their neighborhoods. Community involvement and building relationships are key components of the program and are encouraged by suggesting that the project budget include a match amount equal to, or greater than, the grant request; coordination with and support of your neighborhood association; and documentation of neighbor support. Demonstrating responsible stewardship of our community assets while balancing our community's social and environmental values are additional components of any project proposal submitted.

Who is eligible to apply?

Proposals will only be accepted from groups of people living, working, or owning property within the neighborhood boundary in which the project is located. A neighborhood group may be an existing group whose members is from a commonly recognized geographic area (e.g. neighborhood association, business association, or school site PTA) or a group formed to work together on a specific project. PTA organizations may be funded through a contract with the parent school.

An applicant group must certify in its application that it is a not-for-profit group. Any statement found to be false prior to, during, or after commencement of a contract created pursuant to this program will be grounds for immediate cancellation of the contract and returned to the City of Yakima of all monies granted.

Previous award recipients and current projects receiving grant funding are not eligible for additional program funding until outstanding projects are complete. All outstanding projects must be completed at the time of the final application deadline to be considered.

What types of project may be considered?

Grants are for smaller projects up to \$10,000. Project types include, but are not limited to:

- **Neighborhood improvement:** physical improvements to public areas such as landscaping and beautification, community gardens, neighborhood entrance signs, small playgrounds, street light installation, and neighborhood cleanups. Improvements to personal property are not eligible.
- **Organizational development:** projects that increase effectiveness and improve operations of existing neighborhood organizations or business associations. Projects may include leadership or board training and

development, membership recruitment campaigns and outreach tools such as newsletters, meeting signs, brochures, and directories.

- Crime and public safety: projects to reduce crime and increase feelings of safety in the neighborhood. Projects may include Neighborhood Watch signs, citizens' patrols, National Night Out activities, crime prevention and fire safety programs, lighting improvements.
- Recreational, educational, and cultural initiatives: includes after school and tutorial programs for kids, adults, and senior citizens, using music or art enrichment and some outdoor or recreational activities.
- Neighborhood school outreach: this project category encourages partnerships between neighborhoods and the schools within them. Sample projects are reading buddy or lunch buddy programs and teacher appreciation events.
- Ineligible purchases: include salaries and administrative expenses. Annual plants are also ineligible; perennial plants are recommended. Applicants should plan to pay for these items and count those costs as part of their match. Neighborhood festivals and organized trips are limited to one per neighborhood, at a maximum grant award of \$3,000.

Are there limitations or special requirements to know about?

Applications that fail to meet all established deadlines will not be accepted.

All applications are required to go through a "pre-review" prior to submitting a final application.

Grants to groups must be endorsed by your neighborhood association. The following parameters have been established to clarify the involvement of neighborhood organizations/associations in the neighborhood grant application process:

- Grant applications will not be considered unless they have the endorsement of the organization or neighborhood association. It is up to individual neighborhood organizations or associations to decide if the endorsement happens by a Board action or is considered at a general membership meeting.
- The endorsement must be documented by an officer of the association.
- The endorsement is a "go/no go" decision. The organization or association will not rank multiple applications or recommend one application over another in their neighborhoods.
- While it is not the role of the organization or association to dictate the particulars of a grant proposal, applicants may request additional assistance from the association in writing the grant, educating residents about the proposal, documenting and gathering pledges of support, serving as fiscal agent, etc.
- It is the applicants' responsibility to keep the organization or association apprised of any significant changes to the proposal as it moves through the review process. A re-endorsement may be requested if a proposal has changed significantly as a result of the pre-review feedback.

- In areas without an active neighborhood organization or association, applicants must work with the Neighborhood Engagement Manager to hold a public meeting to gauge resident support for their proposal.

Projects may involve private property but must provide a clear public benefit. Private property eligible for a grant includes common areas or cul-de-sac center owned by a homeowners' association. It does NOT include property owned by an individual. Documentation must be provided that confirms property owner support of the proposal and their agreement and methodology to permanently maintain public access to the site.

How are projects selected?

Proposed project will be scored and ranked on how they meet the following criteria:

- **Tangible Neighborhood Benefits (40 points)**
 - The project produces an observable, physical improvement to the neighborhood or a measurable change in the sense of local community or identity.
 - The project provides a continuing benefit into the future.
 - The project reflects a special or unique need of the neighborhood in which it is proposed or as identified in existing neighborhood-based plans or neighborhood surveys.
- **Neighborhood and Community Involvement (35 points)**
 - The project involves and fosters collaboration between neighbors and other neighborhood groups, community organizations and government agencies.
 - The project demonstrates broad neighborhood support through implementing as many of the following:
 - Write an article about the project for your neighborhood association newsletter, website or for distribution on a listserv.
 - Discuss your project at a neighborhood association meeting and other community forums.
 - For site specific projects, circulate a petition that includes adjacent residents (renters, owners and businesses) and/or post a notice of the proposal onsite with information on how to provide feedback and get involved.
 - Obtains letters of support from neighborhood and/or community organizations.
 - The project contributes to the goal of more evenly distributing grant awards throughout the community.

- **Project Readiness (15 points)**
 - The application is complete and consistent with grant guidelines.
 - The project is clearly defined and feasible.
 - For physical improvements, including landscaping, ongoing and long-term maintenance is adequately addressed.
 - The project budget is based on documented and verifiable costs and specifications.
 - The project will be managed by capable operational and fiscal managers.
 - The proposed project is compatible with plans, policies and practices of local jurisdictions.
 - For projects not confined to City property, permission has been secured for use of the site from the property owner(s).
 - The matching portion of the grant, including the availability of volunteers and donated materials, is well documented and credible.
- **Sustainability Values (10 points)**
 - Project will have a positive effect on the local economy and minimizes costs to the community, now and over the long term.
 - Project supports responsible stewardship of public resources.
 - Project contributes to social equity by meeting basic needs, benefiting vulnerable populations, promoting community safety and cultural awareness, or building community relationships and neighborhood cohesion.
- **Bonus Points (up to 5 additional points)**
 - For every 10% that the match exceeds the grant request, one bonus point will be added.

No more than a quarter (25%) of the grant funds available in a cycle will be used to fund neighborhood-based events or celebrations.

What is pre-review?

All applications are required to go through a “pre-review” prior to submitting a final application. **Pre-review deadline is _____.** Applicants that fail to meet the pre-review deadline will not have their projects considered for funding. Feedback will be provided by _____ regarding your project’s consistency with existing policies, plans, standards and work practices. The response to any staff comments must be included in your final application as an attachment. Applicants must address deficiencies identified by staff in their final applications. Inability to adequately address staff concerns may result in a project not being recommended for funding.

It is strongly recommended that applicants discuss their projects with appropriate City staff before submitting for pre-review to gain an understanding of staff expectations and Division requirements.

What are the key steps in developing a successful project?

Develop a competitive project concept. Focus on an idea that builds community and is consistent with the grant criteria. Model projects bring neighbors together, require collaboration and address a clear need. Review the grant guidelines to see if your project is a good fit.

Discuss your project concept early with appropriate City staff.

It is also prudent to contact the appropriate City department that will be involved in the review and/or permitting of your project prior to submitting any materials.

Coordinate with your neighborhood association. A neighborhood association endorsement for your project is required. Some associations meet infrequently and it may take some time to arrange to present your proposal. Applicants are strongly encouraged to initiate contact early in the application process.

Obtain additional neighborhood support. It is expected that applicants pursue a variety of means to educate residents about their project. Your application must show you have a broad base of support for the project.

Get approval for the site. If your project involves property that your organizer or applicant group does not own you will need to get written approval from the owner. For private property, the owner(s) of the parcel must approve the project. For projects on school grounds documentation is required from the school principal.

Determine resource needs. What will it cost to complete your project? Be thorough and make sure to include typical costs, such as equipment and supplies, services, volunteers, etc. as well as applicable permit fees and insurance costs.

Research permit requirements. Applicants are responsible for investigating permit requirements and associated fees. Related costs and time frames should be reflected in the project budget and schedule.

Insurance. Depending on the nature of the project, you may be required to obtain liability insurance. If your project will involve the use of a contractor, the City of Yakima will require proof of liability insurance from the contractor. The cost of insurance must be reflected in your project budget.

Develop a budget and project schedule. Project budgets should be as comprehensive and accurate as possible.

- Get cost estimates for budget items from more than one reliable source. Purchases over \$2500 require three (3) documented quotations.
- Construction projects must include a 15% cash contingency fund.
- Documentation of professional qualifications must be provided to justify professional rates.
- Projects involving City parks may be required to include a maintenance endowment in their budgets.

- Include permit and insurance costs, if applicable.

Project schedules should be realistic, reflect the schedule constraints of potential service providers or contractors, and designed to be completed by _____.

Determine and document any match. Identify all possible match resources (cash, donated resources, professional services or volunteer time) and make sure to follow the match requirements.

Call with questions or guidance.

What are the match requirements?

The match requirement is \$1 to \$1 unless the neighborhood is economically distressed by being 40% below 2010 census federal poverty line or 40% below the median City household income then a sliding scale match will be accepted. Requested grant funds may be matched by cash donations, donated materials and supplies, professional services or volunteer labor. Documentation of the match is one way of indicating broad support for the project.

The following are match requirements:

- The match may not include resources from other City departments.
- Volunteer labor or professional services contributed before the grant is awarded cannot be counted toward the match.
- All volunteer labor is valued at \$15.00 per hour based on the national value for volunteer time.
- Donated materials or supplies are valued at their retail price. Loaned equipment may also be included as part of the match and valued at the standard local rental fee.
- Cash donations may be secured with a written pledge signed by the donor, rather than collecting up front. If you have money in the bank to be used for the project, include a bank statement or a letter from the fiscal sponsor to document the funds. All cash donations must be received prior to contract execution and the expenditure of City funds.
- Professional services are valued at the reasonable and customary retail value of the product or service provided. Donors of professional services must provide the value of their contributions with documentation of professional qualifications.

Undocumented portions of the match will not be included in the total project match.

Financial obligations and procedures.

Grant Agreements: Successful applicants will enter into an agreement with the City of Yakima that sets forth the terms and conditions of the grant. **Grant recipients will not be reimbursed for expenses incurred before an agreement is in place.**

Grant requests must not exceed \$10,000. Individual purchases in excess of \$2500 require a written request to a minimum of three vendors that includes specifications of the item or service to be purchased and date of request, and quotations from three vendors. This documentation must be included as an attachment in the final application. Construction or installation projects are administered in the following way.

- For projects on **non-City property**, after the Applicant has secured all necessary approvals and/or permits, the City will pay directly all invoices and handle all procurement activities. For projects which will require maintenance once completed, adequate assurances of perpetual maintenance shall be included in the proposal and the contract (e.g. a homeowners' association will maintain the project).
- For projects on **City-owned property**, after the Applicant has secured all necessary approvals and/or permits, the City will manage the project, including the handling of procurement, and any cash match must be given to the City for disbursement. For projects which will require maintenance once completed, adequate assurance of perpetual maintenance shall be included in the proposal and the contract.

To avoid perceived conflicts of interests, applicants are discouraged from being both project lead/representative and primary paid consultants on projects.

How do I apply?

Application materials are available online www.yakimawa.gov or at the following locations:

Final applications are due by 5:00 p.m. _____. Grant awards will be announced as early as _____ but no later than _____. Completed materials should be submitted to: _____.



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 4.
For Meeting of: October 27, 2015

ITEM TITLE: Resolution authorizing Aquatic Center, associated Ground Lease, Development and Operating Agreements with the Yakima Family YMCA at Chesterley Park

SUBMITTED BY: Jeff Cutter, City Attorney

SUMMARY EXPLANATION:

The City and the YMCA have been cooperatively working together to reach agreement on the construction of an Aquatic Center on a portion of the Chesterley Park property. The Aquatic Center proposed in the attached Agreements would provide beneficial use of a premier aquatic facility to all of the citizens of the City of Yakima. The attached and incorporated Agreements provide the specific terms and conditions under which the City would participate financially and with the provision of property for the location of such a facility. The City's participation in this development would be funded by a portion of the general funds that were reserved by voters through an amendment to the City Charter for the express purpose of developing capital improvements and rehabilitating existing park and recreation improvements for the provision of park and recreation activities to the citizens of Yakima.

Resolution: X

Ordinance:

Other (Specify):

Contract: X

Contract Term:

Start Date:

End Date:

Item Budgeted: Yes

Amount:

Funding Source/Fiscal Impact:

Strategic Priority: Improve the Built Environment

Insurance Required? No

Mail to:

Phone:

**APPROVED FOR
SUBMITTAL:**

City Manager

RECOMMENDATION:

City Council requested final documents be provided.

ATTACHMENTS:

Description	Upload Date	Type
📎 Aquatic Center Summary Memo	10/23/2015	Cover Memo
📎 Resolution-Master Aquatic Center Agreement	10/23/2015	Resolution
📎 Master Aquatic Center Agreement	10/23/2015	Contract
📎 ground lease	10/23/2015	Cover Memo
📎 map	10/23/2015	Cover Memo
📎 Aquatic Center-Development Agreement	10/23/2015	Backup Material
📎 Aquatic Center-Operating Agreement	10/23/2015	Backup Material

MEMORANDUM

To: Honorable Mayor and Members of the Yakima City Council

cc: Parks and Recreation Commission

From: Tony O'Rourke, City Manager

Date: September 25, 2015

RE: YMCA Aquatics and Fitness Agreements

Attached for City Council review, in preparation of the October 27 study session, is a Master Aquatic Center Agreement that incorporates a Ground Lease, a Development Agreement and an Operating Agreement between the City of Yakima and Yakima Family YMCA, a Washington non-profit corporation. These documents represent an intent to collaborate in the design, development, and operation of an Aquatics Center at Chesterley Park consisting of a lap pool, therapy pool, and family/children's pool. Independently, the YMCA will also construct and operate a \$9 million dollar Fitness Center, which like the Aquatic Center will be open to the entire community on a daily or monthly pass basis. The Yakima Family YMCA Board tentatively approved these agreements on September 22, 2015, subject to final review by the City Council. The final review and proposed execution of these agreements is scheduled for the City Council's October 27, 2015 study session.

The Yakima Family YMCA is a Yakima-based, non-profit that has been committed to building a healthy spirit, mind, and body among individuals, families, and businesses of Yakima since 1906. In collaboration with the City of Yakima, they have the experience, ability, and resources to design, develop, maintain, and operate this proposed Aquatics Center. The proposed agreements do not constitute a joint venture. Each party has their own independent responsibilities and rights.

The agreements to design, build, and operate an Aquatic Center are subject to three contingencies. The first is a due diligence contingency of 90 days to inspect and test soils at Chesterley Park before entering into a ground lease. The second requires the City to complete a land conversion process with the Washington Recreation and Conservation Office and National Parks to replace approximately 7.5 acres at Chesterley Park since it was paid for with state and federal grants. The third requirement is that the YMCA has to raise approximately \$15 million or 80% of the construction cost of the aquatic and fitness center by December 31, 2017.

Currently the City has only one year-round pool at Lions Park and a summer outdoor pool at Franklin Park. In addition, both pools are nearly 45 years old and are reaching the end of their functional life unless significant capital investments are made to extend their functionality. Highlights of the proposed agreement include:

TERM

The initial term of the proposed ground lease for approximately 7.5 acres at Chesterley Park for the YMCA Aquatics Center and Fitness Center is for a term of 40 years commencing upon the opening of the facilities, with the option of the YMCA to extend the initial 40-year term for three (3) additional ten (10) year terms.

SITE

The proposed location of the Aquatics Center and Fitness Center is on approximately 7.5 acres of land in the northwest corner of Chesterley Park (see site plan attached to the Ground Lease as Exhibits A-1 and A-2). This site is zoned R2 and recreational uses are a permitted use under a Class 2 Review. Because Chesterley Park was purchased with State of Washington Recreation and Conservation Office (RCO) and National Parks Scenic (NPS) grants the City is required to provide replacement property for the existing RCO/NPS Chesterley Park property in order to use the approximately 7.5 acres for the proposed Aquatics/Fitness Center. The replacement conversion process is lengthy. The RCO/NPS property conversion requirements provide a summary of the process involved in gaining RCO/NPS approval of a conversion. The City will be required to undergo a “yellow book” appraisal of both the Chesterley Park site, the proposed replacement site, which at this time is being considered on the second 60-acre SOZO parcel. In addition to the appraisals, NEPA environmental impact assessment, archeological assessment, and recreational suitability analysis of each parcel must be completed. Successful completion of this property conversion requirement is necessary to consummate this YMCA-City Agreement.

FACILITY/FEATURES

The proposed Aquatic Center has a projected cost of \$9 million and will be a joint City of Yakima/YMCA facility.

The state-of-the-art facility will feature multi-level glass walls to make it highly visible and attractive both inside and out. The facility will total approximately 72,000 square feet of which 34,000 square feet will be dedicated to the Aquatic Center. The Aquatics Center will feature three bodies of water: a lap pool, a family/children’s recreation pool and a warm water therapy pool. Plans call for the family/children’s recreation pool to include a slide, spray and splash elements and a lazy river. The pool deck includes a hot tub and steam rooms. The two facilities will share a common lobby space and locker rooms. The YMCA Fitness Center includes group fitness studios, cardio equipment, circuit weights, free weights, a gymnasium, child watch area, drop-in youth room, community classrooms and a teaching kitchen.

If feasible, a future outdoor pool could be built adjacent to the Aquatic Center.

ACCESS

The facility will have shared access to the existing 185 Chesterley Park parking spaces, as well as exclusive access to 120 additional spaces to be built. The facility is open to the entire community. Day and monthly passes will be available for access to both facilities for either the Aquatics Center or the YMCA Fitness Center. The YMCA will also offer standard membership options. The YMCA provides opportunities for youth and families with limited resources to have access to the YMCA facilities and programs. The facility will be open seven days a week.

PROGRAMMING

Aquatics Center: programming for the Aquatics Center will include water aerobics classes, swim lessons, masters swim instruction, private swim lessons, senior water aerobics classes, arthritis and therapy group classes, birthday parties, lifeguard training certification, swim meets, open lap swimming, aqua dance, water walking classes and other group fitness, as well as recreational opportunities.

YMCA: Programming will include youth outreach programs, group fitness classes, community health programming in diabetes and obesity prevention, aerobics classes, personal training, cycling classes, basketball leagues, Zumba and a wide range of personal fitness opportunities.

COST

The estimated cost of the Aquatic Center is \$9 million, of which the City will contribute a not to exceed amount of \$4,500,000. The annual debt service on the City's contribution of \$4.5 million non-tax exempt debt is approximately \$360,000 annually starting in 2018. The YMCA will be responsible for all additional costs of completion. The City and YMCA will equally share in the operating cost of the Aquatics Center. The Fitness Center will also cost approximately \$9 million, of which the YMCA will pay 100%.

Highlights of the proposed Aquatic Center Development Agreement, Operating Agreement, and Ground Lease include:

YMCA Development Agreement

- YMCA shall construct an aquatics center consisting of lap pool, therapy pool, and family/children's pool.
- The City shall contribute a total of \$4,500,000 for design, engineering, and construction costs related solely to the aquatics center upon satisfaction of the Due Diligence Contingency. It is expressly confirmed that all costs paid by the City for design and engineering shall be reimbursed to the City by the YMCA in the event the Financing Contingency is not satisfied and the project fails to be developed.
- YMCA shall construct a fitness facility, exclusively at their cost
- The YMCA will solely own the aquatics center and fitness center. At the end of the ground lease these facilities will revert to the City.
- The YMCA shall have sole responsibility for the design, building plans, engineering, site plan, and construction of the aquatics center, subject to review by the City manager to confirm the aquatic center design is in compliance with required specifications.
- The City shall be reimbursed for its pro-rata design and engineering costs if the Aquatics Center fails to be developed, provided the city successfully completes all RCO requirements to make the Chesterley Park site available.
- The City shall conduct a complete public works project bidding process for construction of the Aquatics Center development in accordance with Washington Public Works requirements. The YMCA shall be responsible for selecting and contracting the architects, and engineers that will be used to construct the aquatic and fitness facilities.

- The YMCA is solely responsible for all costs necessary for development and construction of the aquatics center, including any construction cost overruns and change orders.
- Any off site traffic or other improvements outside of the YMCA's leased space required by the City as a result of the aquatics center and other facilities on the leased premises are the responsibility of the City and with no reduction to the City's \$4,500,000 aquatic center contribution.
- Any on site improvements within the leased space shall be shared equally between the City and the YMCA. The City's share will come from its \$4,500,000 contribution.
- The naming rights of the aquatics center will belong solely to the YMCA, provided, however, the aquatics center name must include the word "Yakima".

YMCA Ground Lease

- The YMCA will lease from the City approximately 7.5 acres at Chesterley Park for the YMCA aquatics center and fitness center (see Ground Lease Exhibits) for an initial term of forty (40) years commencing upon the opening date of the facilities. The YMCA will have the option to extend the initial 40-year term for three (3) additional ten (10) year terms under the same terms and conditions.
- The YMCA's lease is contingent on satisfactory due diligence of the leased premises on or before 90 days of the effective date of the lease.
- The YMCA's obligation to lease the Chesterley site and construct the Aquatic Center, and the City's obligation to make a \$4.5 million contribution, is contingent on the YMCA securing 80% of the funding needed to construct the Aquatics Center and fitness facility by December 31, 2017.
- The City's and YMCA's respective obligation to lease space in Chesterley Park is financially contingent on the YMCA's ability to fund the construction and operation of the aquatics center and fitness center, as well as successful completion of the RCO conversion. If the financial contingency or RCO conversion is not satisfied on or before December 31, 2017, either the City or YMCA may terminate this entire Agreement after 60 days written notice period for the Parties to satisfy the contingencies.
- The Lease Agreement is subject to the terms of the Development Agreement and Operating Agreement.
- The YMCA may share the use of existing Chesterley Park parking areas, however, they will have exclusive use of any additional parking they construct.
- The YMCA is permitted to sublease all or any portion of the leased premises with City approval.
- The YMCA and City have 60 days to cure any defaults.

YMCA Operating Agreement

- The aquatics center will be managed, operated, and maintained by the YMCA in accordance with operating standards consistent with industry and mutually agreed upon standards.
- Minimal operating hours:
 - Monday through Friday 6:00 a.m. to 9:00 p.m.
 - Saturday 7:00 a.m. to 7:00 p.m.
 - Sunday 12:00 p.m. to 6:00 p.m.
- The YMCA will maintain commercial general liability insurance not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
- The aquatics center shall be available for use by the general public and fees charged by the YMCA for public use will be set in consultation with the City and must be commercially reasonable with fees charged by facilities of similar size and scope in the State of Washington.
- Prior to April 1 of each calendar year, the City shall submit the City's requested program schedule for general public use of the aquatics center to the YMCA. The YMCA shall consider and address the City's requested program schedule while preparing the annual aquatics center schedule. The YMCA shall manage the aquatics center to ensure general public access and use is a primary objective in program scheduling.
- The City shall share equally with the YMCA all reasonable pre-opening, staffing, and operational costs in preparing and organizing the aquatics center for its opening date.
- The YMCA shall submit to the City Manager, at least 9 months before opening day, a proposed initial budget for the period from opening day through July 31st of the year of opening.
- The aquatics center budget year shall commence on September 1st annually. The YMCA shall submit a proposed annual operating budget and annual capital budget for the aquatics center for the upcoming fiscal year (September 1st through August 31st) to the City Manager by July 1st of each year. Review, reconciliation and approval of the annual aquatics center budget shall be jointly approved at least 15 days prior to September 1st of each year. In the event the YMCA and City are unable to approve the initial or annual budget the parties will submit to mediation to resolve the budget impasse.
- The City is obligated to reimburse the YMCA for 50% of all annual aquatics center operating deficits.
- The YMCA and City shall maintain an operating reserve fund to offset budget variances and cash-flow timing.
- The City is obligated to reimburse the YMCA for 50% of all annual aquatics center capital expenditures.
- A Capital Improvement Reserve Fund shall be established separately by the City and YMCA for asset repairs and replacements. Beginning on the first anniversary of the facility opening date the City and YMCA shall each deposit \$40,000 annually into the capital improvement

reserve fund until each reserve fund reaches a value of \$1,000,000 to ensure routinely scheduled funding and replacement of the aquatics center's capital assets. As expenditures are deducted from the total balance of the reserve funds, the Parties shall make additional deposits to restore and maintain the \$1,000,000 reserve fund balance.

- The YMCA shall submit quarterly written reports to the City Manager on the status of the aquatics center financial performance, usage and programs.
- The City shall have the right to audit the YMCA's aquatics center finances annually.
- In the event the YMCA or City materially breach the terms of this agreement, the YMCA or City shall provide notice of the specific default(s), and if not cured within 60 days, the YMCA or City shall seek equitable relief or terminate this agreement. If either party wrongfully terminates the agreement, the offending party is obligated to pay the other party's costs and attorney's fees and liquidated damages in the amount of \$1,000,000.
- An unsuccessful "conversion process" will not constitute a breach of the terms of this Agreement and/or cause for the YMCA to seek damages from the City.

SUMMARY

The approval of these agreements represents the City's willingness and ability to enter into public/private partnerships to enhance the overall quality of life for Yakima citizens while also reducing the public's capital and operating cost contributions by 50% to gain a new aquatic center for the Yakima community.

The Aquatics Center addresses a significant need for another year-round pool in Yakima and builds upon the City Council's recent decision with SOZO for the development of a 19 field sports complex to enrich the recreational and economic vitality of Yakima.

These agreements would not have been possible without the great cooperation and efforts of the YMCA representatives, Bob Romero, Dustin Yeager, Mark Smith, and Paul Larsen. In addition, City Attorney Jeff Cutter and Public Works Director Scott Schafer were invaluable in representing the City and achieving this mutually beneficial partnership.

RESOLUTION NO. R-2015-_____

A RESOLUTION authorizing the execution of a Master Aquatic Center Agreement and associated Ground Lease, Development Agreement and Operating Agreement providing for the City's participation in the construction of an Aquatic Center in cooperation with the Young Men's Christian Association of Yakima, d/b/a the Yakima Family YMCA, all in accordance with the specific terms and conditions set forth in said Agreements.

WHEREAS, the residents of the City voted to amend the City Charter to set aside certain general funds for the specific purpose of creating capital improvements to and refurbishment of public parks and recreational facilities within the City; and

WHEREAS, the City, with one indoor public pool and one outdoor public pool owned and operated by the City pursuant to RCW 35.21.020, has inadequate public aquatic facilities to meet the diverse needs of its population, which is approaching 100,000 people; and

WHEREAS, the City's only existing indoor public pool consists of a six (6) lane, single body of water housed in a worn and aging facility; and

WHEREAS, the City's only existing indoor public pool is frequently unavailable for public use due to school district needs and competitive swimming uses; and

WHEREAS, there is no warm water therapy pool or dedicated youth/family indoor pool in the Yakima area, either public or private; and

WHEREAS, a citizens pool advisory committee established recommendations for desired elements of a new aquatic center, and the now proposed Aquatic Center plan incorporates those recommendations; and

WHEREAS, Yakima has been ranked as one of the most obese cities in America, pointing out the need for more recreation and exercise opportunities for youth and adults in our community; and

WHEREAS, access to aquatic facilities is a valuable community resource because it provides the City's residents with low-cost recreation options, encourages residents to learn how to swim, discourages dangerous swimming conditions in rivers and irrigation canals, and provides access to therapeutic activities; and

WHEREAS, in an effort to promote the overall health, safety, and welfare of Yakima's residents, the City and the YMCA desire to enter into this Agreement in order to construct and operate new aquatic facilities that will be open to the public for recreation, instruction, fitness, and therapeutic uses; and

WHEREAS, the Aquatic Center that is the subject of the incorporated agreements and all programs conducted therein will remain open for public use at reasonable costs with no required YMCA membership; and

WHEREAS, the Aquatic Center will more than double the existing indoor public aquatic facilities located in Yakima and increase public access to additional and diverse indoor aquatic

offerings by adding at least three (3) separate bodies of water for public use and programming, including (a) an eight (8) lane 25-yard lap pool, (b) a warm water therapy pool, and (c) a multiuse pool area for family and youth recreation; and

WHEREAS, the Aquatic Center's multi-pool configuration, unlike the City's current pool offerings (both public and private), will be suitable for offering multiple programming options at the same time and not be limited to single use options (e.g., it will be possible to simultaneously offer lap swimming, water walking, youth/family recreation activities, and warm water therapy/fitness classes); and

WHEREAS, the siting, construction, and operation of the Aquatic Center will have expanded days and hours of operation compared to current public offerings, will create substantial benefits to and improve the quality of life of the City's residents by providing valuable and much needed indoor aquatic opportunities for all ages, and particularly for youth in the youth/family portions of the facility and seniors in the increased water walking areas and warm water therapy pool; and

WHEREAS, the siting, construction, and operation of the Aquatic Center in the City will generate new jobs, promote commerce, generate new sales tax revenue to the City (both from construction and operations), and result in additional related economic benefits to the City and its residents; and

WHEREAS, the Aquatic Center's location at Chesterley Park will be (a) centrally located within the City, (b) located within a fifteen minute drive of almost all of the City's residents, (c) easily accessed from several major thoroughfares and a major highway interchange, (d) served by frequent and regular public transit service, (e) connected to the Yakima Greenway and Powerhouse Canal Pathway, and (f) in close proximity to several public schools; and

WHEREAS, the YMCA has been operating and offering quality youth and family programming in Yakima for over 100 years, including aquatic programming at the YMCA's downtown pool for over 50 years; and

WHEREAS, the YMCA offers financial assistance in connection with the YMCA's membership and programming fees for the purpose of increasing public access to YMCA programs and facilities for low income individuals and families; and

WHEREAS, the YMCA has the professional experience and capability to manage and operate the Aquatic Center, and thereby limit the City's day-to-day operation obligations and risk in connection therewith; and

WHEREAS, the Ground Lease, Development Agreement, and Operating Agreement will establish a public/private partnership under which (a) the City's financial contribution to the Aquatic Center's construction costs are capped, with the YMCA assuming the obligation for construction cost overruns and (b) the YMCA and City share equally in the long-term operational, maintenance, repair, and capital needs of the Aquatic Facility; and

WHEREAS, without the public/private partnership established under the Ground Lease, Development Agreement, and Operating Agreement the City (a) would not be able, due to cost constraints, to construct and operate a new indoor aquatic facility of the size and scope required under the Development Agreement, (b) would have to pay the full cost of constructing a new indoor aquatic facility (or forego doing so), and (c) would be solely responsible for managing

and operating a new indoor aquatic facility and be solely responsible for all of its operational, maintenance, repair, and capital needs; and

WHEREAS, the YMCA's ability to participate in the construction and operation of the Aquatic Center, from both mission and sustainability standpoints, is dependent on the YMCA's ability to offer additional non-aquatic programs and services on the Leased Property in connection with the aquatic programs and services that will be offered by the YMCA at the Aquatic Center; and

WHEREAS, the YMCA's construction and operation of additional non-aquatic facilities on the Leased Premises in connection with the Aquatic Center will increase the amount, scope, and diversity of youth, family, and community outreach the YMCA currently offers in Yakima, and specifically in the North Central portion of Yakima, which is a federally designated economically distressed area and severely underserved by youth programs and facilities; and

WHEREAS, the non-aquatic facilities constructed on the Leased Premises will be fully funded by the YMCA, but will become City owned facilities (at no cost to the City) at the expiration of the Ground Lease; and

WHEREAS, the non-aquatic programs offered in the non-aquatic facilities constructed on the Leased Premises, like the aquatic programs and facilities, will be open to the public for participation and use for reasonable fees and serve a wide range of community interests, including, community meeting space, health and wellness programs, youth outreach, and youth sports and other programming; and

WHEREAS, the YMCA offers financial assistance in connection with the YMCA's membership and programming fees for the purpose of increasing public access to YMCA programs and facilities for low income individuals and families; and

WHEREAS, the long term nature, reliability, and terms of the Master Aquatic Center Agreement, Ground Lease, Development Agreement, and Operating Agreement, attached hereto and incorporated herein by this reference, will be relied upon by both parties and are necessary for the YMCA's ability to procure the additional private funds and community investments needed to cover the YMCA's portion of the Aquatic Center's construction costs and other funds needed for the non-aquatic facilities to be constructed by the YMCA on the Leased Premises; and

WHEREAS, the City Council determines that the City, its residents, and the public in general will derive innumerable long-term recreation, safety, health, youth, family, outreach, social, economic, and other benefits from the YMCA's construction and operation of the Aquatic Center and other facilities on the Leased Premises under the Ground Lease, Development Agreement, and Operating Agreement, and as such the City Council finds that it is in the City's best interests to enter into the Agreements attached hereto; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The City Manager of the City of Yakima is hereby authorized and directed to execute the attached and incorporated Master Aquatic Center Agreement, the Ground Lease, the Development Agreement and the Operating Agreement attached hereto and incorporated herein by this reference to provide for the City's participation in the construction of an aquatic

center that will benefit the citizens of Yakima and provide for badly needed additional recreational opportunities.

ADOPTED BY THE CITY COUNCIL this 27th day of October, 2015.

ATTEST:

Micah Cawley, Mayor

Sonya Claar Tee, City Clerk

MASTER AQUATIC CENTER AGREEMENT

EFFECTIVE DATE: _____, 2015

PARTIES: **CITY OF YAKIMA,**
a Washington municipal corporation
129 North 2nd Street
Yakima, Washington 98901
(referred to in this Agreement as the “City”)

YOUNG MEN’S CHRISTIAN ASSOCIATION OF YAKIMA
(d/b/a **YAKIMA FAMILY YMCA**),
a Washington nonprofit corporation
5 North Naches Avenue
Yakima, Washington 98901
(referred to in this Agreement as the “YMCA”)

RECITALS

WHEREAS: The City, with one indoor public pool and one outdoor public pool owned and operated by the City pursuant to RCW 35.21.020, has inadequate public aquatic facilities to meet the diverse needs of its population, which is approaching 100,000 people; and

WHEREAS: The City’s only existing indoor public pool consists of a *six (6) lane, single body of water* housed in a worn and aging facility; and

WHEREAS: The City’s only existing indoor public pool is frequently unavailable for public use due to school district needs and competitive swimming uses; and

WHEREAS: There is no warm water therapy pool or dedicated youth/family indoor pool in the Yakima area, either public or private; and

WHEREAS: A citizens pool advisory committee established recommendations for desired elements of a new aquatic center, and the now proposed Aquatic Center plan incorporates those recommendations; and

WHEREAS: Yakima has been ranked as one of the most obese cities in America, pointing out the need for more recreation and exercise opportunities for youth and adults in our community; and

WHEREAS: Access to aquatic facilities is a valuable community resource because it provides the City’s residents with low-cost recreation options, encourages residents to learn how to swim, discourages dangerous swimming conditions in rivers and irrigation canals, and provides access to therapeutic activities; and

WHEREAS: In an effort to promote the overall health, safety, and welfare of Yakima’s residents, the City and the YMCA desire to enter into this Agreement in order to construct and operate new aquatic facilities that will be open to the public for recreation, instruction, fitness, and therapeutic uses; and

WHEREAS: The Aquatic Center that is the subject of the incorporated agreements and all programs conducted therein will remain open for public use at reasonable costs with no required YMCA membership; and

WHEREAS: The Aquatic Center will more than double the existing indoor public aquatic facilities located in Yakima and increase public access to additional and diverse indoor aquatic offerings by adding at least three (3) separate bodies of water for public use and programming, including (a) an *eight (8) lane 25-yard lap pool*, (b) a *warm water therapy pool*, and (c) a *multiuse pool area for family and youth recreation*; and

WHEREAS: The Aquatic Center's multi-pool configuration, unlike the City's current pool offerings (both public and private), will be suitable for offering multiple programming options at the same time and not be limited to single use options (*e.g.*, it will be possible to simultaneously offer lap swimming, water walking, youth/family recreation activities, and warm water therapy/fitness classes); and

WHEREAS: The siting, construction, and operation of the Aquatic Center will have expanded days and hours of operation compared to current public offerings, will create substantial benefits to and improve the quality of life of the City's residents by providing valuable and much needed indoor aquatic opportunities for all ages, and particularly for youth in the youth/family portions of the facility and seniors in the increased water walking areas and warm water therapy pool; and

WHEREAS: The Aquatic Center will promote public safety by offering additional lifeguard supervised facilities for water activities and increasing public opportunities for swim lessons; and

WHEREAS: The siting, construction, and operation of the Aquatic Center in the City will generate new jobs, promote commerce, generate new sales tax revenue to the City (both from construction and operations), and result in additional related economic benefits to the City and its residents; and

WHEREAS: The Aquatic Center's location at Chesterley Park will be (a) centrally located within the City, (b) located within a fifteen minute drive of almost all of the City's residents, (c) easily accessed from several major thoroughfares and a major highway interchange, (d) served by frequent and regular public transit service, (e) connected to the Yakima Greenway and Powerhouse Canal Pathway, and (f) in close proximity to several public schools; and

WHEREAS: The YMCA has been operating and offering quality youth and family programming in Yakima for over 100 years, including aquatic programming at the YMCA's downtown pool for over 50 years; and

WHEREAS: The YMCA offers financial assistance in connection with the YMCA's membership and programming fees for the purpose of increasing public access to YMCA programs and facilities for low income individuals and families; and

WHEREAS: The YMCA has the professional experience and capability to manage and operate the Aquatic Center, and thereby limit the City's day-to-day operation obligations and risk in connection therewith; and

WHEREAS: The Ground Lease, Development Agreement, and Operating Agreement will establish a public/private partnership under which (a) the City's financial contribution to the Aquatic Center's construction costs are capped, with the YMCA assuming the obligation for construction cost overruns and (b) the YMCA and City share equally in the long-term operational, maintenance, repair, and capital needs of the Aquatic Facility; and

WHEREAS: Without the public/private partnership established under the Ground Lease, Development Agreement, and Operating Agreement the City (a) would not be able, due to cost constraints, to construct and operate a new indoor aquatic facility of the size and scope required under the Development Agreement, (b) would have to pay the full cost of constructing a new indoor aquatic facility (or forego doing so), and (c) would be solely responsible for managing and operating a new indoor aquatic facility and be solely responsible for all of its operational, maintenance, repair, and capital needs; and

WHEREAS: The YMCA's ability to participate in the construction and operation of the Aquatic Center, from both mission and sustainability standpoints, is dependent on the YMCA's ability to offer additional non-aquatic programs and services on the Leased Property in connection with the aquatic programs and services that will be offered by the YMCA at the Aquatic Center; and

WHEREAS: The YMCA's construction and operation of additional non-aquatic facilities on the Leased Premises in connection with the Aquatic Center will increase the amount, scope, and diversity of youth, family, and community outreach the YMCA currently offers in Yakima, and specifically in the North Central portion of Yakima, which is a federally designated economically distressed area and severely underserved by youth programs and facilities; and

WHEREAS: The non-aquatic facilities constructed on the Leased Premises will be fully funded by the YMCA, but will become City owned facilities (at no cost to the City) at the expiration of the Ground Lease; and

WHEREAS: The non-aquatic programs offered in the non-aquatic facilities constructed on the Leased Premises, like the aquatic programs and facilities, will be open to the public for participation and use for reasonable fees and serve a wide range of community interests, including, community meeting space, health and wellness programs, youth outreach, and youth sports and other programming; and

WHEREAS: The YMCA offers financial assistance in connection with the YMCA's membership and programming fees for the purpose of increasing public access to YMCA programs and facilities for low income individuals and families; and

WHEREAS: The long term nature, reliability, and terms of the Ground Lease, Development Agreement, and Operating Agreement will be relied upon by both parties and are necessary for the YMCA's ability to procure the additional private funds and community investments needed to cover the YMCA's portion of the Aquatic Center's construction costs and other funds needed for the non-aquatic facilities to be constructed by the YMCA on the Leased Premises; and

WHEREAS: The Operating Agreement includes important requirements for continued investment by the YMCA and the City in the upkeep, repair, and capital needs of the Aquatic Center and associated common areas in order to maintain said facilities in accordance with the Operating Standards set forth therein; and

WHEREAS: Because the City, its residents, and the public in general will derive innumerable long-term recreation, safety, health, youth, family, outreach, social, economic, and other benefits from the YMCA's construction and operation of the Aquatic Center and other facilities on the Leased Premises under the Ground Lease, Development Agreement, and Operating Agreement, and as such it is hereby determined by the parties hereto that the City's and the YMCA's contributions and participation under the Ground Lease, Development Agreement, and Operating Agreement are warranted and a good and proper use of City and YMCA resources.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY ACKNOWLEDGED, AND IN LIGHT OF THE ABOVE-STATED RECITALS AND THE BENEFITS TO BE DERIVED HEREUNDER, THE UNDERSIGNED PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. **Definitions.** Unless the context clearly indicates another meaning and except for terms defined in this Agreement, all capitalized terms used in this Agreement have the same meaning given to said terms in the Operating Agreement, Development Agreement, and Ground Lease. The following terms, when used in this Agreement, have the following meanings, unless the context clearly indicates another meaning:
 - 1.1 “Aquatic Center” has the meaning given to said words in Section 2 of the Development Agreement.
 - 1.2 “Development Agreement” means and refers to the Development Agreement dated even herewith by and between the City and the YMCA in connection with the development of the Aquatic Center to be constructed by the YMCA on a portion of the Leased Premises and all future amendments to said Development Agreement (if any).
 - 1.3 “Ground Lease” means and refers to the Ground Lease dated even herewith by and between the City as “Landlord” and the YMCA as “Tenant” for the YMCA’s lease of the Leased Premises and all future amendments to said Ground Lease (if any).
 - 1.4 “Leased Premises” has the meaning given to said words in Section 1.7 of the Ground Lease.
 - 1.5 “Operating Agreement” means and refers to the Operating Agreement dated even herewith by and between the City and the YMCA in connection with the operations and management of the Aquatic Center to be constructed by the YMCA on a portion of the Leased Premises and all future amendments to said Operating Agreement (if any).
2. **Recitals Incorporated.** The above-stated Recitals are part of, incorporated into, and constitute part of this Agreement.
3. **Other Agreements.** Subject to the Due Diligence, Funding, and RCO Contingencies set forth therein and in anticipation of the benefits to be derived thereunder as described in the above-stated Recitals, the undersigned parties agree to enter into and execute the Ground Lease attached as **Exhibit 1**, the Development Agreement attached as **Exhibit 2**, and the Operating Agreement attached as **Exhibit 3** simultaneously with the execution of this Agreement.
4. **Miscellaneous Terms.**
 - 4.1 **Amendments.** This Agreement may not be modified or amended except by written agreement signed and acknowledged by each of the parties hereto.
 - 4.2 **No Agency Relationship.** Nothing contained in this Agreement creates the relationship of principal and agent between the parties hereto.
 - 4.3 **Exhibits.** There are no attachments to this Agreement except for the Exhibits expressly referenced in this Agreement and those separately attached to the agreements attached as

exhibits hereto, each of which constitutes a part of this Agreement as if set forth in full herein.

- 4.4 **Headings; Construction.** The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the interpretation or construction of any term or provision of this Agreement. This Agreement shall not be construed more strictly against one party than the other by virtue of the fact that one party drafted this Agreement and/or certain clauses contained herein. It is hereby recognized that both parties to this Agreement and their respective counsel have had a full and fair opportunity to negotiate and review all terms and provisions of hereof and to fully contribute to this Agreement's substance and form.
- 4.5 **Governing Law.** This Agreement will be interpreted, construed, and governed by the laws of the State of Washington.
- 4.6 **Binding Effect.** Subject to any limitations on assignments provided for in this Agreement, all of the provisions of this Agreement will inure to the benefit of and be binding on the successors and assigns of the City and the YMCA.
- 4.7 **Counterparts and Copies.** This Agreement may be executed in any number of identical counterparts, with each counterpart having the same effect as if all parties to this Agreement had signed the same document. All executed counterparts of this Agreement will be construed as and constitute one and the same instrument. A facsimile or electronic copy (*e.g.*, a PDF copy) of an executed counterpart of this Agreement will have the same effect as an original executed counterpart of this Agreement.
- 4.8 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Agreement, and to this end the provisions of this Agreement are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Agreement.
- 4.9 **Entire Agreement.** This Agreement, together with the associated Ground Lease, Development Agreement, and Operating Agreement, constitutes the entire understanding and agreement of the parties to this Agreement with respect to its subject matter. All prior agreements, understandings, or representations with respect to this Agreement's subject matter are hereby canceled in their entirety and are of no further force or effect. It is expressly acknowledged that there are no oral or other agreements which modify or affect this Agreement.
- 4.10 **Authority.** The execution, delivery, and performance by each party of this Agreement has been duly authorized by their respective governing bodies (*i.e.*, the YMCA's Board of Directors and the City Council for the City of Yakima) in accordance with their respective governing documents and applicable law, and no further action is necessary on the part of either party to this Agreement or their respective governing bodies to make the execution, delivery, and performance of this Agreement by the undersigned persons valid and binding upon the parties to this Agreement.

[Signatures on Following Page]

EFFECTIVE as of the Effective Date first written above.

**YOUNG MEN'S CHRISTIAN
ASSOCIATION OF YAKIMA**

CITY OF YAKIMA

By: _____
Bob Romero, CEO

By: _____
Tony O'Rourke, City Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that **BOB ROMERO** is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the **CEO** for the **YOUNG MEN'S CHRISTIAN ASSOCIATION OF YAKIMA** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2015.

[PRINT NAME] _____

NOTARY PUBLIC for the State of Washington,
residing at _____.

My appointment expires:_____.

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that **TONY O'ROURKE** is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the **CITY MANAGER** for the **CITY OF YAKIMA** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2015.

[PRINT NAME] _____

NOTARY PUBLIC for the State of Washington,
residing at _____.

My appointment expires:_____.

EXHIBIT 1

Ground Lease

[See Attached]

EXHIBIT 2

Development Agreement

[See Attached]

EXHIBIT 3

Operating Agreement

[See Attached]

GROUND LEASE

EFFECTIVE DATE: _____, 2015

PARTIES: **CITY OF YAKIMA,**
a Washington municipal corporation
129 North 2nd Street
Yakima, Washington 98901
(referred to in this Lease as “Landlord”)

YOUNG MEN’S CHRISTIAN ASSOCIATION OF YAKIMA
(d/b/a **YAKIMA FAMILY YMCA**),
a Washington nonprofit corporation
5 North Naches Avenue
Yakima, Washington 98901
(referred to in this Lease as “Tenant”)

BACKGROUND. See the Recitals set forth in the Master Agreement.

AGREEMENT. LANDLORD HEREBY LEASES TO TENANT AND TENANT HEREBY LEASES FROM LANDLORD THE LEASED PREMISES IN ACCORDANCE WITH THE FOLLOWING TERMS AND CONDITIONS:

1. **Definitions.** Unless the context clearly indicates another meaning and except for terms defined in this Lease, all capitalized terms used in this Lease have the same meaning given to said terms in the Development Agreement and Operating Agreement. The following terms, when used in this Lease, have the following meanings, unless the context clearly indicates another meaning:
 - 1.1 “Aquatic Center” means and refers to the “Aquatic Center” described in Section 2 of the Development Agreement.
 - 1.2 “Development Agreement” means and refers to the Development Agreement dated even herewith by and between Landlord and Tenant in connection with the development of the Aquatic Center to be constructed by Tenant on a portion of the Leased Premises and all future amendments to said Development Agreement (if any).
 - 1.3 “Due Diligence Contingency” has the meaning given to said words in Section 2.1 below.
 - 1.4 “Extended Term” has the meaning given to said words in Section 3.2 below.
 - 1.5 “Funding Contingency” has the meaning given to said words in Section 2.2 below.
 - 1.6 “Initial Term” has the meaning given to said words in Section 3.1 below.
 - 1.7 “Leased Premises” means and refers to the Yakima County, Washington real property described on attached **Exhibit A-1**, together with all utility and other improvements located thereon. The Leased Premises, which is approximately **seven and one-half (7.5) acres** in area and constitutes a portion of the Parent Parcels, is generally depicted and labeled as the “Leased Premises” on the drawing attached as **Exhibit A-2**.

- 1.8 “Master Agreement” means and refers to the Master Agreement dated even herewith by and between Landlord and Tenant and all future amendments to said Master Agreement (if any). This Lease is entered into pursuant to the Master Agreement and the recitals and all other terms set forth in the Master Agreement are part of, incorporated into, and constitute a part of this Lease as if set forth in full herein.
- 1.9 “Opening Date” has the meaning given to said words in Section 1.22 of the Operating Agreement.
- 1.10 “Operating Agreement” means and refers to the Operating Agreement dated even herewith by and between Landlord and Tenant in connection with the operations and management of the Aquatic Center to be constructed by Tenant on a portion of the Leased Premises under the Development Agreement and all future amendments to said Operating Agreement (if any).
- 1.11 “Other Facility” means and refers to the “Other Facility” described in Section 2 of the Development Agreement.
- 1.12 “Parent Parcels” means and refers to the Yakima County, Washington real property commonly referred to as Yakima County Assessor Parcel Nos. 181315-13002, 181315-31003, 181315-13005, and 181315-13006.
- 1.13 “Possession Date” has the meaning given to said words in Section 3 below.
- 1.14 “RCO Contingency” has the meaning given to said words in Section 2.3 below.
- 1.15 “Term” has the meaning given to said word in Section 3.3 below.

2. **Contingencies and Other Agreements.**

- 2.1 ***Due Diligence Contingency.*** Tenant’s obligation to lease the Leased Premises under this Lease is contingent on and subject to Tenant’s determination that the conditions and features of the Leased Premises are acceptable to Tenant, in Tenant’s sole and absolute discretion (the “Due Diligence Contingency”). In making said determination, Tenant shall have the right, at Tenant’s expense, to inspect, review, and investigate the Leased Premises and its conditions and features. Said inspection, review, and investigation may include, without limitation, (a) hazardous waste inspection (including borings for water and soil sampling); (b) engineering, geotechnical, and soil studies; (c) utility, zoning, and other development studies; (d) economic feasibility of operating facilities on the Leased Premises for Tenant’s intended uses; (e) a survey of the Leased Premises; (f) title review; (g) contacting any or all state, county, and city agencies, as well as all water, sewer, and other special districts, in which the Leased Premises is located (if any); and (h) such other due diligence as may be deemed reasonably necessary by Tenant in determining whether the Leased Premises is suitable for Tenant’s intended uses.

Tenant intends to obtain a Phase I Environmental Site Assessment (a “Phase I ESA”) for the Leased Premises. If the Phase I ESA indicates that hazardous substances may be located on the Leased Premises or if the Phase I ESA recommends further environmental testing, Tenant may, at Tenant’s expense, obtain a Phase II Environmental Site Assessment (a “Phase II ESA”) for the Leased Premises as recommended by the Phase I ESA.

Tenant will provide Landlord with complete copies of any and all Phase I and Phase II ESAs (and amendments and supplements thereto) obtained or otherwise received by Tenant that pertain to the Leased Premises within **ten (10) business** days of Tenant's receipt of the same. Tenant makes no representation or warranty as to the accuracy, correctness or otherwise of any Phase I or Phase II ESA (and amendments and supplements thereto). Tenant provides copies to Landlord and such copies are not intended to be relied upon by Landlord or any third parties.

The Due Diligence Contingency will be deemed satisfied unless Tenant gives written notice to Landlord of Tenant's termination of this Lease under this Section 2.1 on or before **April 30, 2016**.

From and after the Effective Date of this Lease, Tenant and Tenant's authorized agents, employees, contractors, and invitees shall have the right at reasonable times to enter upon the Leased Premises for the purpose of conducting the due diligence review described in this Section 2.1; *provided, however*, Tenant shall keep the Leased Premises free and clear of any liens resulting from such investigation and inspection by Tenant or any of Tenant's agents, employees, contractors, or invitees, and Tenant agrees to indemnify, defend, and hold harmless Landlord from all injuries, deaths, claims, losses, damages, and/or other liabilities (collectively "Claims") caused by the negligent acts or omissions or intentional misconduct of Tenant or Tenant's agent(s), employee(s), or representative(s) while present on the Leased Premises under this Section 2.1; *provided, however*, that in no event shall such indemnity extend to any (a) release of pre-existing hazardous substances present on the Leased Premises as of the Effective Date; (b) any pre-existing conditions on or about the Leased Premises, or (c) any Claims to the extent said claims result from the negligent act or omission or intentional misconduct of Landlord or any agent, contractor, employee, representative, or invitee of Landlord.

- 2.2 **Funding Contingency.** Landlord's and Tenant's respective obligations to lease the Leased Premises under this Lease are each contingent on and subject to Tenant securing at least **eighty percent (80%)** of the funding needed to construct the Aquatic Center, the Other Facility, and such other improvements (collectively the "Project") Tenant intends to construct and operate on the Leased Premises (the "Funding Contingency"), which may include Tenant's cash holdings, donation pledges made to Tenant for the Project (as evidenced by bona fide written pledges), Landlord's Financial Contribution under Section 3 of the Development Agreement, and financing secured by Tenant (as evidenced by one or more bona fide financing commitment letter(s)).

If the Funding Contingency is not satisfied by Tenant giving Landlord written notice of the satisfaction of the Funding Contingency (and reasonable evidence confirming the satisfaction thereof) on or before **December 31, 2017** (the "Funding Deadline"), either Landlord or Tenant may thereafter terminate this Lease upon at least **sixty (60) days'** prior written notice given to the other party; *provided, however*, in the event Landlord gives Tenant written notice of termination under this Section 2.2, Tenant will have the opportunity during said *60-day* notice period to satisfy the Funding Contingency and prevent Landlord's termination of this Lease under this Section 2.2.

- 2.3 **RCO Contingency.** Landlord's and Tenant's respective obligations to lease the Leased Premises under this Lease are contingent on and subject to the Interagency Committee for Outdoor Recreation for Washington State or its successor(s) (which are believed to be the

National Park Service and/or Washington Recreation Conservation Office) (collectively “RCO”), permitting the Leased Property to be removed from the existing outdoor recreational use restriction that applies to the Leased Premises (“RCO Consent”) and thereby consenting to Tenant’s use of the Leased Premises under this Lease (the “RCO Contingency”). It is understood that RCO Consent will be granted (and the RCO Contingency satisfied) if Landlord provides and places a comparable outdoor recreational use restriction on separate property of comparable value and use (the “Replacement Property”).

Landlord will act in good faith and use its best efforts and due diligence to promptly (a) meet the Replacement Property requirements established by RCO, (b) obtain the RCO Consent in recordable form, and (c) satisfy the RCO Contingency. In doing so, Landlord will, at a minimum, offer as Replacement Property certain property now owned or under contract for purchase by the City that is located adjacent to the new SOZO soccer development that is of equal (or greater) size and of equal (or greater) fair market value to the Leased Premises (the “SOZO-Adjacent Property”). In the event the SOZO-Adjacent Property, in spite of the City’s due diligence and good faith and best efforts, is rejected as Replacement Property by RCO, the City will identify and offer different property as Replacement Property for the purpose of obtaining RCO Consent and satisfying the RCO Contingency; *provided, however*, in the event RCO Consent cannot be obtained and the RCO Contingency satisfied by **December 31, 2017** (the “RCO Deadline”), either Landlord or Tenant may thereafter terminate this Lease upon at least **ninety (90) days’** prior written notice given to the other party.

2.4 ***Effect of Termination.*** Subject to the provisions of Section 13.16 below (*i.e.*, the “Survival” clause) and except as otherwise expressly provided in the Development Agreement and/or Operating Agreement, in the event this Lease is terminated as permitted under Section 2.1, 2.2, or 2.3 above as a result of the non-satisfaction of the Due Diligence Contingency, Funding Contingency, or RCO Contingency, the Development Agreement and Operating Agreement will automatically terminate when this Lease terminates, and neither party to said agreements will have any further rights, duties, or obligations under the Lease, the Development Agreement or the Operating Agreement.

2.5 ***Development Agreement and Operating Agreement.*** This Lease is subject to and together with the terms of the Development Agreement and Operating Agreement and the undersigned parties’ respective rights and obligations thereunder. In the event of a conflict between the provisions of said three documents, the terms of the Operating Agreement shall prevail.

2.6 ***Boundary Adjustments.*** On or before the Possession Date, Landlord, at Landlord’s expense, will cause the boundary lines for the Parent Parcels to be reconfigured such that the Leased Premises will become and exist as a separate standalone Yakima County parcel.

3. **Term.**

3.1 ***Initial Term.*** The “Initial Term” of this Lease will commence **ninety (90) days** after the satisfaction of each of the Due Diligence, Funding, and RCO Contingencies under Sections 2.1, 2.2, and 2.3 above (unless Landlord and Tenant mutually agree in writing on some earlier or later date) (the “Possession Date”) and will expire exactly **forty (40)**

years after the Opening Date under the Operating Agreement. Upon the determination of the Opening Date under the Operating Agreement, Landlord and Tenant will execute a written and acknowledged memorandum for the purpose of confirming the expiration date for the Initial Term of this Agreement. Subject to the terms of this Lease, Tenant will take possession of the Leased Premises on the Possession Date free of all other leases and tenancies.

3.2 ***Extended Terms.*** The Initial Term will automatically extend for ***three (3)*** separate and additional ***ten (10) year*** periods (each an “*Extended Term*”) on the same terms and conditions set forth in this Lease unless Tenant, at least ***six (6) months*** before the commencement of an Extended Term, gives Landlord written notice of Tenant’s election to not extend the term of this Lease for the next Extended Term.

3.3 ***Term (Defined).*** The word “*Term*,” when used in this Lease, means and refers to the Initial Term set forth in Section 3.1 above and the Extended Terms provided for under Section 3.2 above when and if the term of this Lease is extended under said Section 3.2. In the event the Term is extended for each of the ***three (3) Extended Terms*** described in Section 3.2 above, the total Term of this Lease would be ***seventy (70) years from the Opening Date.***

4. INTENTIONALLY OMITTED.

5. **Rent.**

5.1 ***Base Rent.*** During the Term, Tenant will pay Landlord “*Base Rent*” in the amount of ***One and No/100 U.S. Dollars (\$1.00) per year*** for Tenant’s rental and use of the Leased Premises. It has been determined by Landlord that the nominal rent set forth in this paragraph is reasonable considering the benefits to be derived by Landlord and the public from the development and operation by Tenant of the Aquatic Center to be constructed by Tenant on a portion of the Leased Premises.

5.2 ***Additional Rent.*** In addition to the Base Rent described in Section 5.1 above, Tenant will also pay those other charges and expenses this Lease provides are to be paid by Tenant. All payments required to be paid by Tenant under this Lease, other than Base Rent, will constitute “*Additional Rent.*”

6. **Use.**

6.1 ***Easements, Restrictions, Etc.*** Tenant’s lease of the Leased Premises under this Lease is together with all rights of and appurtenances to the Leased Premises (including, but not limited to, all water and water rights and all access, utility, and other easements that benefit the Leased Premises) and is subject to the following (collectively the “*Restrictions*”): (a) all easements, covenants, restrictions, and other agreements of record as of the Effective Date of this Lease; and (b) all zoning and building laws applicable to the Leased Premises. Landlord represents and warrants that the Restrictions will not prevent nor unreasonably interfere with Tenant’s use and occupancy of the Leased Premises for the Permitted Uses as set forth in this Lease. Moreover, from the Effective Date of this Lease and until the conclusion of Tenant’s rights hereunder, Landlord covenants that Landlord will not encumber the Leased Premises with any new easement, covenant, restriction, agreement, or other encumbrance that limits or otherwise affects the title to or use of the Leased Premises after the Effective Date of this Lease unless and

until Tenant consents thereto in a signed and acknowledged writing recorded in the records of Yakima County, Washington. Moreover, subject to satisfaction of the RCO Contingency and Landlord's obligations under Section 2.3 above, Landlord will cause the instrument recorded on or about August 12, 1976, under Yakima County Auditor's File No. 2431304 to be released from the Leased Premises so that it no longer encumbers the Leased Premises.

To accommodate Tenant's construction on and/or use of the Leased Premises, Tenant, at Tenant's expense, is permitted to relocate any City utilities that run over, under, or otherwise across the Leased Premises to new locations within the Leased Premises (or the areas located within *fifty (50) feet* south and *fifty (50) feet* east of the Leased Premises) so long as said work is completed in a workmanlike manner and in accordance with the City of Yakima Public Works Department's reasonable design and construction specifications for the relocated location of the utilities. In the course of relocating any utilities under this paragraph, Tenant will be permitted to abandon existing portions of utilities that are replaced with new utility improvements under this paragraph. Landlord and Tenant specifically acknowledge Tenant's anticipated need to relocate the City wastewater pipeline that runs east-west across the center of the Leased Premises.

- 6.2 ***Permitted Uses.*** Tenant shall have the right to use the Leased Premises for not-for-profit purposes that include the construction and operation of (a) an aquatic center (including both the Aquatic Center and any additions, modifications, expansions, or improvements thereto made by Tenant from time to time); (b) a YMCA facility (including both the Other Facility and any additions, modifications, expansions or improvements thereto made by Tenant from time to time) initial facilities and any expansion facilities) and YMCA programming; (c) community center; (d) nonprofit office, program, service, and/or meeting space; (e) health, fitness, medical, and/or wellness facility; and (f) all reasonably related business and/or incidental operations/activities, and for no other use, unless and until Landlord consents in writing to the other use, which consent may not be unreasonably withheld (the "*Permitted Uses*"). It is expressly acknowledged and agreed that the following activities (whether conducted in a non-profit or for-profit capacity) constitute Permitted Uses under this Lease: (a) Tenant's operation and/or sublease of a portion of Tenant's facilities on the Leased Premises (including the Other Facility and Common Areas, but excluding the Aquatic Center) to one or more third parties for the operation of a café, coffee cart, concession stand, and/or a similar food/beverage-related businesses; (b) Tenant's sublease of a portion of Tenant's facilities on the Leased Premises (including the Other Facility and Common Areas, but excluding the Aquatic Center) to one or more third parties for the operation of onsite healthcare services, including, without limitation, physical therapy in the Aquatic Center and/or Other Facility operated by Tenant on the Leased Premises; and (c) Tenant's sublease of a portion of Tenant's facilities on the Leased Premises (including the Other Facility and Common Areas, but excluding the Aquatic Center) to one or more nonprofit entities for non-profit purposes.

- 6.3 ***Parking.*** The parking lot, entryway, sidewalks, curbs, lighting, landscaping, and other improvements generally depicted and labeled as the "*Existing Parking Lot*" on the drawing attached as ***Exhibit A-2*** (the "*Existing Parking Lot*") are included within the Leased Premises; *provided, however*, the Existing Parking Lot will remain under Landlord's control for general public use (e.g., Chesterley Park users). Notwithstanding the foregoing, during the entire Term of this Lease, Tenant and Tenant's agents, independent contractors, employees, customers, suppliers, representatives, and invitees

will at all times (a) have access to and from the Leased Premises over the Existing Parking Lot and (b) be permitted the shared use of the Existing Parking Lot on a “first come/first served/non-reserved basis” in connection with their use of the facilities operated on the Leased Premises; *provided, however*, said use, during periods of construction on the Leased Premises shall not include Tenant’s contractors utilizing part or all of the Existing Parking Lot for locating construction trailers, storing construction materials, and staging equipment or supplies, , or in any way substantially impacting the public access to and use of the Existing Parking Lots (instead, said uses activities must be confined to the remainder of the Leased Premises).

During the Term, Landlord, at Landlord’s expense (but subject to the terms of the Operating Agreement), will operate and keep and maintain the Existing Parking Lot and each of its existing amenities (*e.g.*, parking lot spaces, entryway to and from River Road, sidewalks (if any), landscaping, lighting, etc.) in good condition and in the customary manner as other paved and lighted public parking lots are maintained by Landlord, and in doing so, Landlord covenants to maintain the same number of parking spaces now contained within the Existing Parking Lot and at least half of the number of handicapped parking spaces needed to meet all legal requirements in connection with the Existing Parking Lot’s use in connection with the Aquatic Center. Furthermore, Landlord, at Landlord’s sole expense, is responsible for all ice and snow removal from the Existing Parking Lot’s driveways, walkways, and parking area.

Except when caused by the negligent act or omission or intentional misconduct of Tenant or Tenant’s agent(s), employee(s), invitee(s), or representative(s), Landlord will indemnify, defend, and hold harmless Tenant and Tenant’s directors, officers, employees, agents, and representatives from and against any and all injuries, deaths, claims, losses, damages, and/or other liabilities occurring on or about the Existing Parking Lot incurred in connection with or as a result of the public’s presence on or use of the Existing Parking Lot.

During the Term, with an insurer and in form and substance reasonably satisfactory to Tenant, Landlord, at Landlord’s sole expense, will procure and maintain Commercial General Liability insurance covering the Existing Parking Lot that covers Bodily Injury, Property Damage and Personal Injury with limits of not less than \$2,000,000 Each Occurrence; \$4,000,000 General Aggregate. The insurance policy/policies required under this Section 6.3 will be endorsed to name Tenant as an additional insured on a primary and non-contributory basis. The insurance coverage values shall be subject to review and revision, to be consistent with current costs and values, no less than once every ten years from the beginning of the Lease Term until the Lease terminates.

When requested by Tenant, Landlord will furnish Tenant with complete copies of the insurance policy/policies required under this Section 6.3 and certificates of insurance from the insurer(s) for said policy/policies that evidence that the insurance required under this Section 6.3 is in full force and effect, that Tenant has been and continues to be named as an additional insured thereon, and that the policy/policies may not be cancelled unless at least ***twenty (20) days’*** prior written notice of a contemplated cancellation has been given to Tenant at Tenant’s above-written address.

Notwithstanding the foregoing, it is acknowledged and confirmed that Tenant will have the exclusive use, responsibility for, and control of any additional parking lot constructed by Tenant on the remainder of the Leased Premises.

- 6.4 ***Compliance with Laws.*** Tenant's use of the Leased Premises will comply, at Tenant's expense (but subject to the terms of the Operating Agreement), with all applicable laws, regulations, and requirements.
- 6.5 ***Nuisance.*** Aside from the Permitted Uses allowed under Section 3.2 above, Tenant will not conduct nor permit any other activities on the Leased Premises that will create a public or private nuisance.
- 6.6 ***Supervision.*** Tenant will supervise Tenant's employees and use reasonable efforts to cause Tenant's agents, independent contractors, employees, customers, suppliers, representatives, and invitees to conduct their activities in such a manner as to comply with the requirements of this Lease.
- 6.7 ***Violations of Law.*** Landlord represents and warrants that Landlord is not aware of any violations of law that exist with regard to the Leased Premises, including, without limitation, laws pertaining to occupational hazards, environment violations (*e.g.*, hazardous materials or substances, leaking underground storage tanks, etc.), or violations of the Americans With Disabilities Act (or any similar federal, state, or local law).

Landlord will indemnify, defend, and hold harmless Tenant and Tenant's directors, officers, employees, agents, and representatives from any costs, expenses, attorneys' fees, or liabilities relating to any violation of law that existed with regard to the Leased Premises on the Possession Date and will be responsible for all expenses needed to correct or remedy the violation of law.

7. **Utilities and Taxes.**

- 7.1 ***Utilities.*** Except as set forth in Section 6.3 above, Tenant will pay, prior to delinquency, all charges for utilities and services supplied to the Leased Premises during the Term, including, *without limitation*, service charges for electricity, gas, telephone, internet, water, sewer, irrigation, and garbage collection. Landlord will not be liable for any failure or interruption of utilities or services to the Leased Premises, unless caused by the negligent act or omission or intentional misconduct of Landlord or Landlord's agent(s), employee(s), or representative(s). Tenant shall also be responsible for payment of all stormwater fees assessed by the City for stormwater costs resulting from any new parking facility constructed by Tenant on the Leased Premises.
- 7.2 ***Real Property Taxes.*** Landlord will pay, prior to delinquency, all real property taxes and other assessments assessed against and/or levied during the Term on the Leased Premises (to the extent the Leased Premises are not exempt from said taxation); *provided, however*, Tenant will pay, prior to delinquency, all real property taxes and other assessments assessed against and/or levied during the Term on real property improvements constructed on the Leased Premises by Tenant (to the extent said improvements are not exempt from said taxation).
- 7.3 ***Personal Property Taxes.*** Tenant will pay, prior to delinquency, all personal property taxes and other assessments assessed against and/or levied during the Term on machinery, equipment, trade fixtures, furnishings, and other personal property kept on the Leased Premises by Tenant (to the extent said property is not exempt from said taxation). When possible, Tenant will cause said machinery, equipment, trade fixtures, furnishings

and all other personal property to be assessed and billed separately from the Leased Premises.

8. **Insurance and Indemnification.**

- 8.1 ***Tenant's Insurance Obligations.*** During the Term, with an insurer and in form and substance reasonably satisfactory to Landlord, Tenant, at Tenant's expense (but subject to the terms of the Operating Agreement), will procure and maintain Commercial General Liability insurance over the Leased Premises that covers Bodily Injury, Property Damage and Personal Injury with limits of not less than \$2,000,000 Each Occurrence; \$4,000,000 General Aggregate. The insurance policy/policies required under this paragraph will be endorsed to name Landlord as an additional insured on a primary and non-contributory basis. The insurance coverage values shall be subject to review and revision, to be consistent with current costs and values, no less than once every ten years from the beginning of the Lease Term until the Lease terminates.

When requested by Landlord, Tenant will furnish Landlord with complete copies of the insurance policy/policies required under this Section 8.1 and certificates of insurance from the insurer(s) for said policy/policies that evidence the insurance required under this Section 8.1 is in full force and effect, Landlord has been and continues to be named as an additional insured thereon, and that the policy/policies may not be cancelled unless at least ***twenty (20) days'*** prior written notice of a contemplated cancellation has been given to Landlord at Landlord's above-written address.

During the Term, Tenant, at Tenant's expense (but subject to the terms of the Operating Agreement), will be solely responsible for insuring any and all personal property that is not part of the Leased Premises that is stored or otherwise kept in or on the Leased Premises by Tenant, whether said personal property is owned by Tenant or any other third party, and on all tenant improvements and betterments Tenant incorporates into the Leased Premises.

- 8.2 ***Waiver of Subrogation Rights.*** Tenant and Landlord each waive any and all rights of recovery against the other, or against the agents, independent contractors, employees, customers, suppliers, representatives, and invitees of each other, for loss of or damage to such waiving party, property, or property of others under its or their control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Further, Landlord and Tenant will cause their respective insurers to waive said insurers' respective rights of subrogation/recovery against the other party pursuant to this provision and to provide one another, at their respective requests, with written notice of said waivers.
- 8.3 ***Indemnification by Tenant.*** Except when caused by the negligent act or omission or intentional misconduct of Landlord or Landlord's agent(s), employee(s), or representative(s), but subject to the provisions of Section 8.2 above, Tenant will indemnify, defend, and hold harmless Landlord and Landlord's elected and appointed officials, employees, agents, and representatives from and against any and all claims of third parties arising from Tenant's use of the Leased Premises, or from the conduct of Tenant's business, or from any activity, work, or things done, permitted, or suffered by Tenant in or about the Leased Premises; and, further, subject to the provisions of Section 8.2 above, Tenant will indemnify, defend, and hold harmless Landlord and Landlord's elected and appointed officials, employees, agents, and representatives from and against

any and all other injuries, deaths, claims, losses, damages, and/or other liabilities on or about the Leased Premises caused by the negligent act or omission or intentional misconduct of Tenant or Tenant's agent(s), employee(s), or representative(s). The liability of Tenant, and any indemnities provided by Tenant under this paragraph, will not extend to hazardous materials that were not placed in, on, or about the Leased Premises by Tenant, or by any of Tenant's agents, employees, representatives, or invitees.

- 8.4 ***Indemnification by Landlord.*** Except when caused by the negligent act or omission or intentional misconduct of Tenant or Tenant's agent(s), employee(s), or representative(s), but subject to the provisions of Section 8.2 above, Landlord will be responsible for and indemnify, defend, and hold harmless Tenant and Tenant's directors, officers, employees, agents, and representatives from and against any and all claims arising from any breach of or default in the performance of any obligation of Landlord's part to be performed under the terms of this Lease; and, further, subject to the provisions of Section 8.2 above, Landlord will be responsible for and will indemnify, defend, and hold harmless Tenant and Tenant's directors, officers, employees, agents, and representatives from and against any all other injuries, deaths, claims, losses, damages, and/or other liabilities on or about the Leased Premises caused by the negligent act or omission or intentional misconduct of Landlord or Landlord's agent(s), employee(s), or representative(s). The liability of Landlord, and any indemnities provided by Landlord under this paragraph, will not extend to hazardous materials that were not placed in, on, or about the Leased Premises by Landlord, or by any of Landlord's elected or appointed officials, agents, employees, representatives, or invitees.

- 8.5 ***Additional Indemnification Provisions.*** Each party to this Lease ("*Indemnifying Party*") shall indemnify, defend, and hold harmless the other party to this Lease (the "*Indemnified Party*") from and against all claims asserted by persons not parties to this Lease arising from or relating to the Indemnifying Party's breach of this Lease, negligence, intentional misconduct, or violation of law.

Notwithstanding the foregoing provisions of Sections 8.3, 8.4, and 8.5 above, in compliance with RCW 4.24.115 as in effect on the date of this Lease, in the event of the concurrent negligence of Landlord or Landlord's agent(s), employee(s), or representative(s), on the one hand, and that of Tenant or Tenant's agent(s), employee(s), or representative(s), on the other hand, which concurrent negligence results in claims occurring on or about the Leased Premises, either party's obligation to indemnify the other party as set forth in Sections 8.3, 8.4, and 8.5 above shall be limited to the extent of the negligence of such party or its agent(s), employee(s), or representative(s), including such party's proportional share of costs and attorneys' fees incurred in connection with such claims. In no event shall Landlord or Tenant be indemnified for its sole negligence or that of its agent(s), employee(s), or representative(s).

9. **Condition, Maintenance, Repairs, and Alterations.**

- 9.1 ***Condition of Leased Premises.*** Landlord represents and warrants to Tenant that on the Possession Date the Leased Premises will be free of structures, debris, and improvements aside from those that exist as of the Effective Date of this Lease (e.g., existing utilities and Existing Parking Lot improvements). Landlord represents and warrants to Tenant that on Opening Day the Exhibit Parking Lot will be in a condition suitable for public use in connection with the Aquatic Center and Other Facility and that within a reasonable period of time after Operating Day (but in no event longer than six months after Opening

Day) the City will fill all cracks, repair all curbs, and sealcoat all pavement within the Existing Parking Lot. If any warranty made in this Section 9.1 is violated, then it will be the obligation of Landlord, after notice from Tenant setting forth the nature of the violation, to promptly, at Landlord's expense, rectify such violation. Except as otherwise provided in this Lease, Tenant accepts the Leased Premises "AS IS" and in their condition existing as of the Possession Date.

- 9.2 ***Tenant's Obligations.*** Subject to the provisions of Sections 6.3 and 9.1 above and except for ordinary wear and tear, damage by fire or other casualty, and damage caused by the negligent acts or omissions or intentional misconduct of Landlord or Landlord's agent(s), employee(s), or representative(s), during the Term, Tenant, at Tenant's expense (but subject to the terms of the Operating Agreement), will keep the Leased Premises in good repair and proper working order. Furthermore, Tenant, at Tenant's expense (but subject to the terms of the Operating Agreement and Section 6.3 above), is responsible for all ice and snow removal from the Leased Premises' driveways, walkways, and parking area.
- 9.3 ***Alterations.*** Tenant shall have the right, without further consent or approval from Landlord, to construct facilities, conduct renovations, and make alterations to improvements located on the Leased Premises when and as determined by Tenant, provided said construction, renovations, and alterations (a) are not in violation of the Development Agreement or the Operating Agreement; (b) are for Permitted Uses under this Lease; (c) do not unreasonably impair the public use of the Aquatic Center in accordance with the terms of the Operating Agreement; and (d) are in compliance with all applicable laws, regulations, and requirements, including, without limitation, all zoning and construction permit requirements.

Tenant will pay when due all claims for labor and materials furnished for or to Tenant for use in or on the Leased Premises. Except as expressly set forth in this Section 9.3, Tenant will not permit any mechanics' or materialmen's liens to be levied against the Leased Premises for any labor or materials furnished to Tenant or claimed to have been furnished to Tenant or Tenant's agents or contractors in connection with work of any character performed or claimed to have been performed on the Leased Premises by or at the direction of Tenant; *provided, however*, Tenant may, in good faith, contest any claim of lien so long as Tenant prevents foreclosure and, in such event, Tenant will defend and hold Landlord and the Leased Premises harmless from any consequences of such action, including, without limitation, costs and reasonable attorneys' fees incurred. Except as provided in the immediately preceding sentence, if Tenant fails to pay any such lien claim or to discharge any such lien within *one hundred eighty (180) days* following the filing of such lien, Landlord may do so and collect such amount as Additional Rent. Amounts paid by Landlord will bear interest and be repaid by Tenant as provided in Section 12.2 below.

- 9.4 ***Signage.*** Tenant, at Tenant's expense (but subject to the terms of the Operating Agreement), may install and maintain signs on the Leased Premises, provided such signs are installed and maintained in compliance with all applicable laws, regulations, and requirements.
- 9.5 ***Surrender of Leased Premises.*** On the last day of the Term, Tenant will surrender possession of the Leased Premises (and all improvements, renovations, and alterations constructed on the Leased Premises) to Landlord in their "AS IS" condition at said time. All improvements, renovations, and alterations constructed on the Leased Premises by or

on behalf of Tenant, including, but not limited to, the Aquatic Center and the Other Facility, shall be and remain Tenant's property until the expiration of the Term, at which time such improvements shall be surrendered by Tenant as part of the Leased Premises and Landlord will become the owner of said items. Notwithstanding the foregoing, at the end of the Term, Tenant's machinery, trade fixtures, furnishings, and equipment will remain the property of the Tenant and may be removed by Tenant from the Leased Premises, subject to Tenant's obligation to repair any damage to the Leased Premises caused by the removal of Tenant's machinery, trade fixtures, furnishings, and equipment, which repair will include the patching and filling of holes and repair of any structural damage; *provided, however*, it is hereby acknowledged Tenant may not remove any building or aquatic systems (e.g., HVAC, electrical, plumbing, filtration, heating, etc.) from the facilities constructed on the property.

- 9.6 ***Entry and Inspection.*** With reasonable prior notice to Tenant, Landlord and Landlord's authorized representatives may enter the Leased Premises and the Aquatic Center placed thereon (but not the non-aquatic center improvements placed on the Leased Premises) at any reasonable time for the purpose of confirming Tenant's compliance with this Lease; *provided, however*, when entering and inspecting the Leased Premises and Aquatic Center, Landlord may not unreasonably interfere with or disrupt any activities being conducted on the Leased Premises.
10. **Assignment and Subletting.** Tenant is permitted to sublease all or any portion of the Leased Premises with Landlord's prior written consent, which consent may not be unreasonably withheld, so long as the subtenants' use of said areas is within the Permitted Uses allowed under Section 6.2 above; *provided, however*, no such sublease will operate to release or otherwise alter any of Tenant's obligations under this Lease. Moreover, in the event Tenant subleases all or any portion of the Leased Property, unless Landlord agrees otherwise in writing, the expiration of this Lease or any permitted termination hereof will entitle Landlord to terminate any or all subleases of the Leased Property by Tenant and/or to assume any or all such subleases as the landlord with the subtenant(s) thereunder.
11. **Other Rights and Obligations.**
- 11.1 ***Mortgages and Estoppel Certificates.*** Landlord is not permitted to mortgage, grant a deed of trust in, or otherwise grant a security interest in the Leased Premises.
- Tenant shall have the right to grant mortgages and/or deeds of trust in Tenant's right, title, and interest in, to, and under this Lease (*i.e.*, leasehold mortgages and/or leasehold deeds of trust) (each a "Leasehold Mortgage") and in connection with said leasehold mortgage(s) and/or deed(s) of trust, Landlord will consent to and execute documentation reasonably requested by Tenant and Tenant's lender(s) in connection therewith, which may include, but not necessarily be limited to, agreements that include standard leasehold mortgagee protection provisions, including non-disturbance provisions, lender notice requirements before exercise of remedies, bankruptcy protection, and lender cure opportunity provisions. In the event Tenant seeks to obtain or modify a Leasehold Mortgage, and the mortgagee for the Leasehold Mortgage requires amendments to this Section 11.1 or other parts of this Lease for the purpose of defining the mortgagee's rights in connection with the Leasehold Mortgage, then Landlord agrees to amend this Section 11.1 or other sections of this Lease to the extent requested by Tenant and the mortgagee, provided that the form and content of such amendments are reasonable and

that such proposed amendments do not materially or adversely affect the rights of Landlord hereunder or its interest in the Leased Premises.

Moreover, within *ten (10) days* after Landlord's or Tenant's written request, the other party will deliver a written statement to the requesting party stating whether the requesting party is in compliance with all of said party's obligations under this Lease, the date to which the rent and other charges owed under this Lease have been paid, whether this Lease has been modified and is in full force and effect, and any other matters that may reasonably be requested by the requesting party concerning this Lease to the extent true and without waiving any rights of the answering party.

- 11.2 ***Landlord's Liability; Sale.*** In the event the original Landlord hereunder, or any successor owner of the Leased Premises, sells or conveys the Leased Premises, then from and after the date of such sale, transfer, or conveyance, the original Landlord, or such successor owner, shall have no liability to Tenant for liabilities or obligations arising or accruing under this Lease after the date of such sale, transfer, or conveyance, provided the assignee expressly assumes all liabilities and obligations under this Lease. Tenant agrees to attorn to such new owner. Notwithstanding the foregoing, Landlord and Tenant expressly acknowledge and agree that no sale, transfer, or conveyance of the Leased Premises will affect, eliminate, terminate, or otherwise reduce Landlord's obligations under the Development Agreement or Operating Agreement.
- 11.3 ***Eminent Domain.*** Any award for taking of all or any part of the Leased Premises under the power of eminent domain will be the property of Landlord; *provided, however*, nothing precludes Tenant from seeking and obtaining any award for (a) Tenant's lost use of the Leased Premises under this Lease; (b) any improvements owned by Tenant that are taken; (c) any loss of, damage to, or cost of removal of Tenant's improvements, trade fixtures, and removable personal property; and/or (d) damages for cessation or interruption of Tenant's business. Tenant shall have the right to negotiate directly with the condemnor for the portion of the award Tenant is entitled to hereunder. A sale by Landlord to any authority with power of eminent domain that adversely affects Tenant's use of the Leased Premises, either under threat of condemnation or while condemnation proceedings are pending, will be deemed a taking under the power of eminent domain under this Section 11.3.
12. **Defaults, Remedies, and Dispute Resolution.** This Lease is subject to the default, remedy, dispute resolution, and other provisions set forth in Sections 11.1, 11.2, and 11.3 of the Operating Agreement. In the event of a default of this Lease, said provisions of the Operating Agreement will control and should be consulted.
13. **Miscellaneous Terms.**
- 13.1 ***Amendments.*** This Lease may not be modified or amended except by written agreement signed and acknowledged by each of the parties hereto.
- 13.2 ***No Agency Relationship.*** Nothing contained in this Lease creates the relationship of principal and agent between the parties hereto and no provisions contained herein will be deemed to create any relationship other than that of landlord and tenant.
- 13.3 ***Time is of the Essence.*** Time is of the essence as to all terms of this Lease.

- 13.4 **Notices.** All notices under this Lease must be in writing and will be deemed given to the receiving party when (a) personally delivered to the City Manager for the City of Yakima (for notices to Landlord) or personally delivered to the CEO or President of the Yakima Family YMCA (for notices to Tenant) or (b) three days after being deposited in the United States Postal Service by certified mail (with return receipt requested) to the receiving party at the receiving party's last known address(es).
- 13.5 **Exhibits.** There are no attachments to this Lease except for the Exhibits expressly referenced in this Lease, each of which constitutes a part of this Lease as if set forth in full herein.
- 13.6 **Headings; Construction.** The captions and paragraph headings used in this Lease are inserted for convenience of reference only and are not intended to define, limit, or affect the interpretation or construction of any term or provision of this Lease. This Lease shall not be construed more strictly against one party than the other by virtue of the fact that one party drafted this Lease and/or certain clauses contained herein. It is hereby recognized that both parties to this Lease and their respective counsel have had a full and fair opportunity to negotiate and review all terms and provisions of hereof and to fully contribute to this Lease's substance and form.
- 13.7 **Governing Law and Venue.** This Lease will be interpreted, construed, and governed by the laws of the State of Washington. The exclusive venue for any legal action to interpret or enforce this Lease will be Yakima County, Washington.
- 13.8 **Assignment; Binding Effect.** Except as expressly provided otherwise herein, neither party hereto may assign any of its rights or obligations under this Lease unless the other party consents thereto in writing, which consent may be withheld for any reason. Subject to any limitations on assignments provided for in this Lease, all of the provisions of this Lease will inure to the benefit of and be binding on the successors and assigns of Landlord and Tenant.
- 13.9 **Waivers.** The failure of either party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Lease will not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.
- 13.10 **Attorneys' Fees; Venue.** In the event of any dispute arising out of or relating to this Lease, whether or not suit or other proceedings is commenced, and whether in mediation, in arbitration, at trial, on appeal, in administrative proceedings, or in bankruptcy (including, without limitation, any adversary proceeding or contested matter in any bankruptcy case), the prevailing party will be entitled to its costs and expenses incurred, including reasonable attorneys' fees. The sole venue for any dispute arising out of or relating to this Lease will be in Yakima County, Washington.
- 13.11 **Quiet Enjoyment.** Provided Tenant is not in default, Tenant will peaceably and quietly hold and enjoy the Leased Premises for the Term without interruption by Landlord or any of Landlord's assignees or any person or persons lawfully or equitably claiming by, through, or under Landlord or any of Landlord's assignees.
- 13.12 **Counterparts and Copies.** This Lease may be executed in any number of identical counterparts, with each counterpart having the same effect as if all parties to this Lease

had signed the same document. All executed counterparts of this Lease will be construed as and constitute one and the same instrument. A facsimile or electronic copy (e.g., a PDF copy) of an executed counterpart of this Lease will have the same effect as an original executed counterpart of this Lease.

- 13.13 **Severability.** If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Lease, and to this end the provisions of this Lease are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Lease.
- 13.14 **Recording.** Neither Landlord nor Tenant will record this Lease. However, following the execution of this Lease, the parties, at Tenant's request, will execute a Memorandum of Lease that will be recorded by Tenant in the Yakima County Auditor's Office for the purpose of providing constructive notice to the public of the existence of this Lease and the length of the Term. Said Memorandum of Lease will not disclose any of the financial or other economic terms contained in this Lease.
- 13.15 **Entire Agreement.** This Lease, together with the associated Master Agreement, Development Agreement, and Operating Agreement, constitutes the entire understanding and agreement of the parties to this Lease with respect to its subject matter. All prior agreements, understandings, or representations with respect to this Lease's subject matter are hereby canceled in their entirety and are of no further force or effect. It is expressly acknowledged that there are no oral or other agreements which modify or affect this Lease.
- 13.16 **Survival.** All representations, warranties, and indemnities set forth in or otherwise made pursuant to this Agreement shall survive and remain in effect following the expiration or earlier termination of this Lease; *provided, however*, that nothing herein is intended to extend the survival beyond any applicable statute of limitations period.
- 13.17 **Authority.** The execution, delivery, and performance by each party of this Lease has been duly authorized by their respective governing bodies (i.e., the YMCA's Board of Directors and the City Council for the City of Yakima) in accordance with their respective governing documents and applicable law, and no further action is necessary on the part of either party to this Lease or their respective governing bodies to make the execution, delivery, and performance of this Lease by the undersigned persons valid and binding upon the parties to this Lease.

[Signatures on Following Page]

EFFECTIVE as of the Effective Date first written above.

**YOUNG MEN'S CHRISTIAN
ASSOCIATION OF YAKIMA**

CITY OF YAKIMA

By: _____
Bob Romero, CEO

By: _____
Tony O'Rourke, City Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that **BOB ROMERO** is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the **CEO** for the **YOUNG MEN’S CHRISTIAN ASSOCIATION OF YAKIMA** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2015.

[PRINT NAME] _____

NOTARY PUBLIC for the State of Washington,
residing at _____.

My appointment expires:_____.

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that **TONY O’ROURKE** is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the **CITY MANAGER** for the **CITY OF YAKIMA** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2015.

[PRINT NAME] _____

NOTARY PUBLIC for the State of Washington,
residing at _____.

My appointment expires:_____.

EXHIBIT A-1

Legal Description of the Leased Premises

That portion of the Southwest quarter of the Northeast quarter of Section 15, Township 13 North, Range 18 East, W.M. described as follows: Beginning at the Northwest corner of said Subdivision; thence South 89°42'45" East, along the North line thereof, 75.00 feet to the Easterly right of way line of the Pacific Power and Light Company's canal; thence continuing South 89°42'45" East 104.00 feet to the True Point of Beginning; thence South 0°17'15" West 310.45 feet; thence South 30°52' West 4.06 feet; thence along the arc of a curve to the left having a radius of 145.00 feet, a central angle of 54°39' and a length of 138.30 feet; thence South 23°47' East 165.63 feet; thence North 66°13' East 13.05 feet; thence along the arc of a curve to the right having a radius of 4.00 feet, a central angle of 83°03' and a length of 5.80 feet; thence South 30°44' East 11.24 feet; thence along the arc of a curve to the left having a radius of 53.00 feet, a central angle of 167°26' and a length of 154.89 feet; thence North 18°10' West 12.40 feet; thence along the arc of a curve to the right having a radius of 4.00 feet, a central angle of 84°23' and a length of 5.89 feet; thence North 66°13' East 13.19 feet; thence North 89°26'10" East 265.00 feet; thence North 56°04' East 80.00 feet; thence North 89°26'10" East 170.00 feet; thence North 0°33'50" West 486.42 feet to the North line of said Subdivision; thence North 89°42'45" West, along said North line, 680.56 feet to the True Point of Beginning;

EXCEPT that portion lying Northerly of the following described line:

Beginning at the Northwest corner of said Subdivision; thence South 89°42'45" East, along the North line thereof, 75.00 feet to the Easterly right of way line of the Pacific Power and Light Company's canal; thence continuing South 89°42'45" East 104.00 feet; thence South 0°17'15" West 78.18 feet to the True Point of Beginning; thence North 89°26'10" East 165.00 feet; thence North 0°33'50" West 15.00 feet; thence North 89°26'10" East to the East line of said Subdivision and the terminus point of the herein described line.

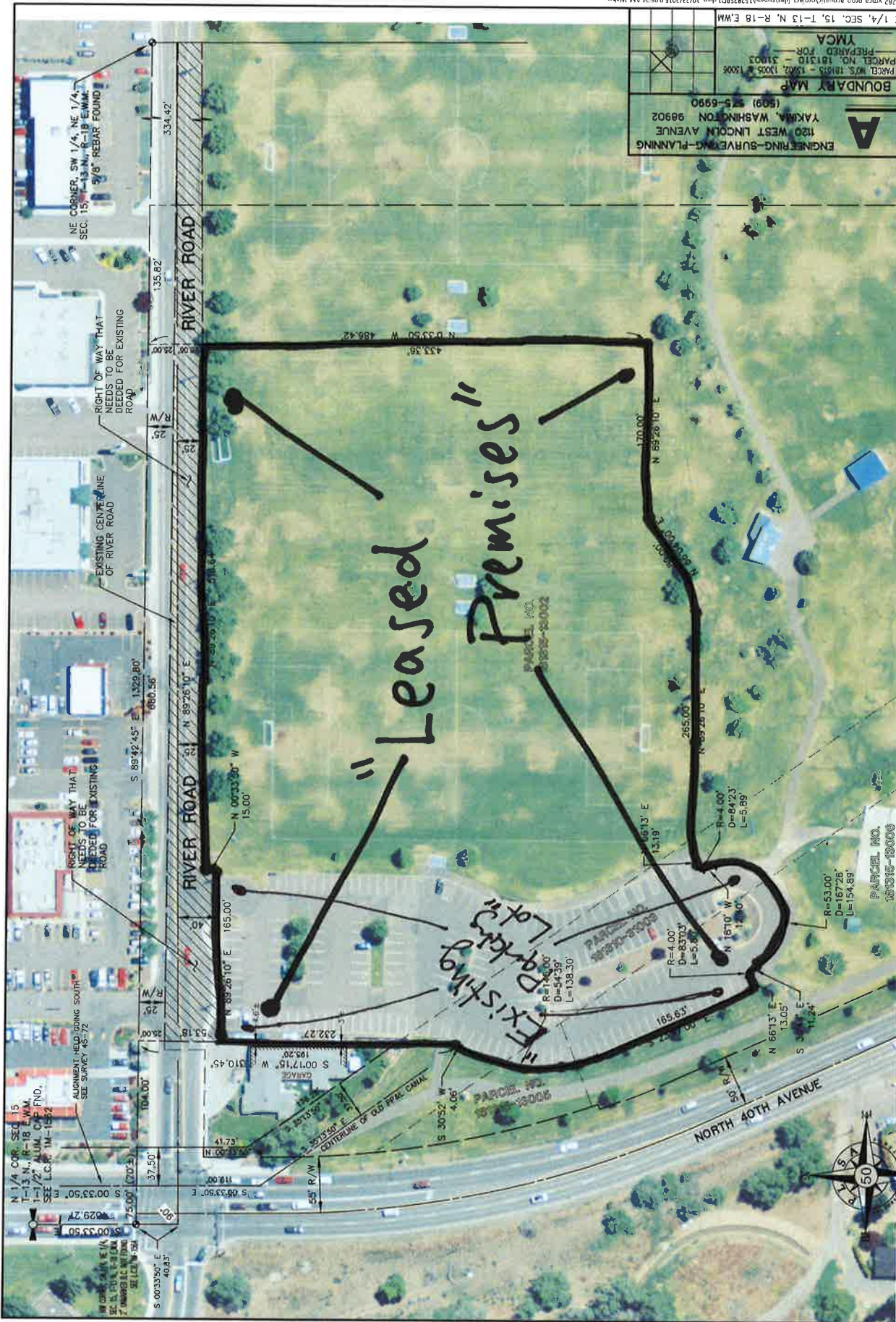
Situated in Yakima County, Washington.

Parcel contains 326,692 SQ. FT./7.50 acres

EXHIBIT A-2

General Depiction of the Leased Premises

[See Attached]



DEVELOPMENT AGREEMENT

EFFECTIVE DATE: _____, 2015

PARTIES:

CITY OF YAKIMA,
a Washington municipal corporation
129 North 2nd Street
Yakima, Washington 98901
(referred to in this Agreement as the “City”)

YOUNG MEN’S CHRISTIAN ASSOCIATION OF YAKIMA
(d/b/a **YAKIMA FAMILY YMCA**),
a Washington nonprofit corporation
5 North Naches Avenue
Yakima, Washington 98901
(referred to in this Agreement as the “YMCA”)

BACKGROUND. See the Recitals set forth in the Master Agreement.

AGREEMENT. FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY ACKNOWLEDGED, THE UNDERSIGNED PARTIES AGREE AS FOLLOWS:

1. **Definitions.** Unless the context clearly indicates another meaning and except for terms defined in this Agreement, all capitalized terms used in this Agreement have the same meaning given to said terms in the Operating Agreement and Ground Lease. The following terms, when used in this Agreement, have the following meanings, unless the context clearly indicates another meaning:
 - 1.1 “Aquatic Center” has the meaning given to said words in Section 2 below.
 - 1.2 “City’s Financial Contribution” has the meaning given to said words in Section 3 below.
 - 1.3 “Construction Contracts” has the meaning given to said words in Section 5 below.
 - 1.4 “Due Diligence Contingency” has the meaning given to said words in Section 2.1 of the Ground Lease.
 - 1.5 “Funding Contingency” has the meaning given to said words in Section 2.2 of the Ground Lease.
 - 1.6 “Ground Lease” means and refers to the Ground Lease dated even herewith by and between the City as “Landlord” and the YMCA as “Tenant” for the YMCA’s lease of the Leased Premises and all future amendments to said Ground Lease (if any).
 - 1.7 “Leased Premises” has the meaning given to said words in Section 1.7 of the Ground Lease.
 - 1.8 “Master Agreement” means and refers to the Master Agreement dated even herewith by and between the City and the YMCA and all future amendments to said Master Agreement (if any). This Lease is entered into pursuant to the Master Agreement and the

recitals and all other terms set forth in the Master Agreement are part of, incorporated into, and constitute a part of this Agreement as if set forth in full herein.

- 1.9 “Operating Agreement” means and refers to the Operating Agreement dated even herewith by and between the City and the YMCA in connection with the operations and management of the Aquatic Center to be constructed by Tenant on a portion of the Leased Premises under this Agreement and all future amendments to said Operating Agreement (if any).
 - 1.10 “Other Facility” has the meaning given to said words in Section 2 below.
 - 1.11 “Possession Date” has the meaning given to said words in Section 3 of the Ground Lease.
 - 1.12 “RCO Contingency” has the meaning given to said words in Section 2.3 of the Ground Lease.
 - 1.13 “Required Specifications” has the meaning given to said words in Section 2 below.
2. **Aquatic Center.** Subject to the Due Diligence, Funding, and RCO Contingencies, the YMCA will construct an aquatic center on the Leased Premises (the “Aquatic Center”). The Aquatic Center will be connected to a separate facility (including additions/expansions) also constructed on the Leased Premises by the YMCA for non-aquatic YMCA activities (the “Other Facility”). Both the Aquatic Center and the Other Facility will be solely owned by the YMCA and will be subject to the terms and conditions of this Agreement and the Ground Lease and Operating Agreement.
- Unless the City and the YMCA agree otherwise in writing, the Aquatic Center will be constructed in accordance with the minimum required specifications set forth on attached **Exhibit B** (the “Required Specifications”).
3. **City’s Financial Contribution.** The City will contribute ***Four Million Five Hundred Thousand and No/100 U.S. Dollars (\$4,500,000.000)*** toward the construction of the Aquatic Center (the “City’s Financial Contribution”). The City’s Financial Contribution will be paid out when and as required under this Agreement. The YMCA will be responsible for procuring all other funds needed to construct the Aquatic Center, as well as all funds needed to construct the Other Facility.
4. **Design and Engineering Phase.** Subject to the Required Specifications, the Aquatic Center’s design and engineering (including, without limitation, layout, building plans, specifications, and site plan) will be determined by the YMCA in consultation with the architect(s), engineer(s), contractor(s), and other construction consultant(s) hired in connection with the development of the Aquatic Center. Notwithstanding the foregoing, before commencing construction on the Aquatic Center, the Aquatic Center’s layout, building plans, specifications, and site plan will be presented to the City Manager for the City to confirm the Aquatic Center’s design is in compliance with the Required Specifications.

In the interest of initiating construction of the Aquatic Center as soon as reasonably possible after the satisfaction of the Due Diligence, Funding, and RCO Contingencies, it is expressly confirmed that the Aquatic Center’s design and engineering (including, without limitation, layout, building plans, specifications, and site location) will commence and be prepared when and as determined by the YMCA after the satisfaction of the Due Diligence Contingency. The YMCA and the City will share equally in and timely pay when due all design and engineering costs in connection with

the development of the Aquatic Center; *provided, however*, it is expressly confirmed that all amounts paid by the City under this paragraph for Aquatic Center design and engineering costs will come from and be paid out of the City's Financial Contribution under Section 3 above. It is further provided and expressly confirmed that all such costs paid by the City for design and engineering shall be reimbursed to the City by the YMCA in the event the Funding Contingency is not satisfied and the project fails to be developed as set forth herein.

5. **Construction Contracts.** Subject to the provisions of this Section 5, the City and the YMCA will jointly conduct a standard RFP process to request proposals for the architectural and engineering design of the Aquatic Center and Other Facility. Once proposals have been obtained from prospective architects and engineers, the YMCA shall be responsible, in accordance with applicable public contracting requirements, for interviewing and selecting the architects and engineers that will be used in connection with the development and construction of the Aquatic Center and the Other Facility. The YMCA shall cooperate with the City's procurement professionals to negotiate all construction and professional service agreements associated with the architectural and engineering design that will be used for the development and construction of the Aquatic Center and the Other Facility and that will be included in the RFP documents presented to prospective proposers during the RFP process. It is expressly confirmed that all architects and engineers hired in connection with the development and construction of the Aquatic Center and the Other Facility shall be hired by and provide independent contractor services for the YMCA (and not by or for the City) and that all construction and professional service agreements will be by and between the third party professional service providers and the YMCA (and not with the City).

The contracts for the actual construction of the Aquatic Center and the Other Facility shall be performed as a public works project and all construction bid advertisements, bidding processes, and contract awards and close-outs associated therewith shall be performed in accordance with Washington public works bidding and performance requirements. The City and the YMCA will jointly conduct the complete construction bidding process and shall prepare and award the contracts in accord with these requirements and the City's standard bidding and contracting practices.

All construction and professional service agreements associated with the architectural and engineering design and construction that will be used for the development and construction of the Aquatic Center and the Other Facility are collectively referred to as the "Construction Contracts" under this Agreement. The Parties agree that contract elements providing for adequate and proper insurance coverage during the performance of the contracts, as well as those deemed necessary to protect the City's interests as the owner of the property, shall be included in all of the construction contracts and subcontracts and shall be reviewed and approved by the City prior to the contracts being executed.

Subject to the Required Specifications, all change orders to any Construction Contract must be approved by the YMCA in writing. Moreover, it is expressly confirmed that with exception to the City's obligations under this Agreement, the Ground Lease, and the Operating Agreement, the YMCA is solely responsible for all costs necessary for the development and construction of the Aquatic Center, including, without limitation, all Construction Contract cost overruns and added expense from any change orders thereto.

6. **Construction Phase.** The construction contracting processes described in Section 5 above¹, as well as the actual construction of the Aquatic Center, will commence as soon as reasonably possible after the satisfaction of each of the Due Diligence, RCO, and Funding Contingencies under Sections 2.1, 2.2, and 2.3 of the Ground Lease (unless the City and the YMCA mutually agree in writing on some earlier or later date).

Upon the Possession Date, the City will timely pay all costs incurred under the Aquatic Center design, engineering, and construction performance contracts until the City's Financial Contribution is exhausted (*i.e., until the City has contributed a total of \$4,500,000.00 under the Construction Contracts for design/engineering costs under Section 4 above and construction costs under this Section 6*). Thereafter, the YMCA will be responsible for all additional costs under the Construction Contracts necessary for the development and construction of the Aquatic Center. It is expressly confirmed that aside from the design and engineering costs described in Section 5 above, which will be paid in equal proportion by the City and the YMCA as set forth in Section 4 above, no construction costs will be incurred with respect to the Aquatic Center until the Possession Date.

During all phases of construction of the Facilities, the YMCA shall be responsible to provide security fencing around the construction site to protect the safety of the public and the project. The YMCA shall be responsible for maintaining a clean and workmanlike construction site throughout the construction process and shall keep all construction debris, waste and trash contained and properly disposed of within the site.

7. **Zoning, Offsite Improvements, and Site Preparation.**

7.1 ***Zoning.*** The City represents and warrants that the Leased Premises at the time of the Possession Date and through the Term of the Ground Lease will be appropriately zoned for the Aquatic Center described herein and the Permitted Uses allowed under Section 6.2 of the Ground Lease. The City, at the City's expense and with no reduction to the City's Financial Contribution under Section 3 above, will take all action necessary to ensure compliance with the provisions of this paragraph prior to the Possession Date.

7.2 ***Offsite Improvements.*** To the extent any traffic or other improvements outside of the Leased Premises are required by the City or any other applicable government authority as a result of the construction of the Aquatic Center and Other Facility on the Leased Premises, the City, at the City's expense and with no reduction to the City's Financial Contribution under Section 3 above, will make all such improvements, to the extent practicable, within ***one hundred twenty (120) days*** of the Possession Date.

8. **Naming Rights.** It is expressly confirmed that all naming rights with regard to the Aquatic Center will belong solely to the YMCA and the discretion of the YMCA's Board of Directors; *provided, however*, the Aquatic Center's name must include the word "*Yakima*."

9. **Contingencies.**

9.1 ***Contingencies.*** The YMCA's and the City's respective obligations under this Agreement are each contingent on and subject to the satisfaction of the Due Diligence, RCO, and

¹ It is expressly acknowledged and confirmed that the architectural and engineering design contracting process may commence after the satisfaction of the Due Diligence Contingency as set forth in Sections 4 and 5 above.

Funding Contingencies. Subject to the provisions of Section 10.16 below (*i.e.*, the “Survival” clause) and the reimbursement obligations set forth in Section 4 above (if any), and except as otherwise expressly provided in this Agreement, in the event the Ground Lease is terminated as permitted under Section 2.1, 2.2, or 2.3 of the Ground Lease as a result of the non-satisfaction of the Due Diligence Contingency, Funding Contingency, or RCO Contingency, this Agreement will automatically terminate when the Ground Lease terminates, and neither party to this Agreement will have any further rights, duties, and obligations hereunder.

9.2 ***Ground Lease and Operating Agreement.*** This Agreement is subject to and together with the terms of the Ground Lease and Operating Agreement and the undersigned parties’ respective rights and obligations thereunder. In the event of a conflict between the provisions of said three documents, the terms of the Operating Agreement shall prevail.

9.3 ***Survival of Existing Obligations.*** In the event this Agreement is terminated under Section 9.1 above, the YMCA will be responsible for all of the design and engineering costs incurred under Section 4 above prior to the termination of this Agreement.

10. **Miscellaneous Terms.**

10.1 ***Amendments.*** This Agreement may not be modified or amended except by written agreement signed and acknowledged by each of the parties hereto.

10.2 ***No Agency Relationship.*** Nothing contained in this Agreement creates the relationship of principal and agent between the parties hereto.

10.3 ***Time is of the Essence.*** Time is of the essence as to all terms of this Agreement.

10.4 ***Notices.*** All notices under this Agreement must be in writing and will be deemed given to the receiving party when (a) personally delivered to the City Manager for the City of Yakima (for notices to the City) or personally delivered to the CEO or President of the Yakima Family YMCA (for notices to the YMCA) or (b) three days after being deposited in the United States Postal Service by certified mail (with return receipt requested) to the receiving party at the receiving party’s last known address(es).

10.5 ***Points of Contact.*** The City and the YMCA shall each provide a dedicated contact person to be the point of contact for their respective party hereto for any communication or contact that is necessary between the Parties. The City’s initial contact person shall be Scott Schafer, Director of Public Works, and the YMCA’s contact person shall be Bob Romero, YMCA Executive Director. Either party may change its contract person under this Section 10.5 by giving the other party notice of the change.

10.6 ***Exhibits.*** There are no attachments to this Agreement except for the Exhibits expressly referenced in this Agreement, each of which constitutes a part of this Agreement as if set forth in full herein.

10.7 ***Headings; Construction.*** The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the interpretation or construction of any term or provision of this Agreement. This Agreement shall not be construed more strictly against one party than the other by virtue

of the fact that one party drafted this Agreement and/or certain clauses contained herein. It is hereby recognized that both parties to this Agreement and their respective counsel have had a full and fair opportunity to negotiate and review all terms and provisions of hereof and to fully contribute to this Agreement's substance and form.

- 10.8 **Governing Law.** This Agreement will be interpreted, construed, and governed by the laws of the State of Washington.
- 10.9 **Assignment; Binding Effect.** Except as expressly provided otherwise herein, neither party hereto may assign any of its rights or obligations under this Agreement unless the other party consents thereto in writing, which consent may be withheld for any reason. Subject to any limitations on assignments provided for in this Agreement, all of the provisions of this Agreement will inure to the benefit of and be binding on the successors and assigns of the City and the YMCA.
- 10.10 **Waivers.** The failure of either party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement will not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.
- 10.11 **Attorneys' Fees; Venue.** In the event of any dispute arising out of or relating to this Agreement, whether or not suit or other proceedings is commenced, and whether in mediation, in arbitration, at trial, on appeal, in administrative proceedings, or in bankruptcy (*including, without limitation, any adversary proceeding or contested matter in any bankruptcy case*), the prevailing party will be entitled to its costs and expenses incurred, including reasonable attorneys' fees. The sole venue for any dispute arising out of or relating to this Agreement will be in a court of competent jurisdiction in Yakima County, Washington.
- 10.12 **Defaults, Remedies, and Dispute Resolution.** This Agreement is subject to the default, remedy, dispute resolution, and other provisions set forth in Sections 11.1, 11.2, and 11.3 of the Operating Agreement. In the event of a default of this Agreement, said provisions of the Operating Agreement will control and should be consulted.
- 10.13 **Counterparts and Copies.** This Agreement may be executed in any number of identical counterparts, with each counterpart having the same effect as if all parties to this Agreement had signed the same document. All executed counterparts of this Agreement will be construed as and constitute one and the same instrument. A facsimile or electronic copy (*e.g.*, a PDF copy) of an executed counterpart of this Agreement will have the same effect as an original executed counterpart of this Agreement.
- 10.14 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Agreement, and to this end the provisions of this Agreement are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Agreement.
- 10.15 **Entire Agreement.** This Agreement, together with the associated Master Lease, Ground Lease, and Operating Agreement, constitutes the entire understanding and agreement of

the parties to this Agreement with respect to its subject matter. All prior agreements, understandings, or representations with respect to this Agreement's subject matter are hereby canceled in their entirety and are of no further force or effect. It is expressly acknowledged that there are no oral or other agreements which modify or affect this Agreement.

- 10.16 ***Survival.*** All representations, warranties, and indemnities set forth in or otherwise made pursuant to this Agreement shall survive and remain in effect following the expiration or earlier termination of this Lease; *provided, however*, that nothing herein is intended to extend the survival beyond any applicable statute of limitations period.
- 10.17 ***Authority.*** The execution, delivery, and performance by each party of this Agreement has been duly authorized by their respective governing bodies (*i.e.*, the YMCA's Board of Directors and the City Council for the City of Yakima) in accordance with their respective governing documents and applicable law, and no further action is necessary on the part of either party to this Agreement or their respective governing bodies to make the execution, delivery, and performance of this Agreement by the undersigned persons valid and binding upon the parties to this Agreement.

[Signatures on Following Page]

EFFECTIVE as of the Effective Date first written above.

**YOUNG MEN'S CHRISTIAN
ASSOCIATION OF YAKIMA**

CITY OF YAKIMA

By: _____
Bob Romero, CEO

By: _____
Tony O'Rourke, City Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that **BOB ROMERO** is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the **CEO** for the **YOUNG MEN’S CHRISTIAN ASSOCIATION OF YAKIMA** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2015.

[PRINT NAME] _____

NOTARY PUBLIC for the State of Washington,
residing at _____.

My appointment expires:_____.

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that **TONY O’ROURKE** is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the **CITY MANAGER** for the **CITY OF YAKIMA** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2015.

[PRINT NAME] _____

NOTARY PUBLIC for the State of Washington,
residing at _____.

My appointment expires:_____.

EXHIBIT A

Required Specifications

1. Minimum eight lane 25 yard lap pool
2. Therapy pool area
3. Multiuse pool area for water walking and family/youth recreation

OPERATING AGREEMENT

EFFECTIVE DATE: _____, 2015

PARTIES:

CITY OF YAKIMA,
a Washington municipal corporation
129 North 2nd Street
Yakima, Washington 98901
(referred to in this Agreement as the “City”)

YOUNG MEN’S CHRISTIAN ASSOCIATION OF YAKIMA
(d/b/a **YAKIMA FAMILY YMCA**),
a Washington nonprofit corporation
5 North Naches Avenue
Yakima, Washington 98901
(referred to in this Agreement as the “YMCA”)

BACKGROUND. See the Recitals set forth in the Master Agreement.

AGREEMENT. FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY ACKNOWLEDGED, THE UNDERSIGNED PARTIES AGREE AS FOLLOWS:

1. **Definitions.** Unless the context clearly indicates another meaning and except for terms defined in this Agreement, all capitalized terms used in this Agreement have the same meaning given to said terms in the Development Agreement and Ground Lease. The following terms, when used in this Agreement, have the following meanings, unless the context clearly indicates another meaning:
 - 1.1 “Annual Capital Improvements Budget” means and refers to the annual Capital Improvement budget jointly approved by the YMCA and the City under Section 7.2 below for the estimated annual Capital Improvement Expenditures for the Aquatic Center.
 - 1.2 “Annual Operating Budget” means and refers to the annual operating budget jointly approved by the YMCA and the City under Section 7.2 below for the estimated annual Gross Operating Revenue and Gross Operating Expenses for the Aquatic Center.
 - 1.3 “Applicable Laws” means and refers to all statutes, regulations, ordinances, and other laws applicable to the operation of the Aquatic Center.
 - 1.4 “Aquatic Center” means and refers to the “Aquatic Center” described in Section 2 of the Development Agreement.
 - 1.5 “Capital Improvements” means and refers to (a) all additions to and replacements of the Aquatic Center’s FF&E; (b) all repairs, restorations, and alterations to the Aquatic Center facility and the Aquatic Center’s FF&E that have a useful life equal to or greater than *three (3) years*; (c) *fifty percent (50%)* of all additions to and replacements of the Common Areas’ FF&E; and (d) *fifty percent (50%)* of all repairs, restorations, and alterations to the Common Area facilities and the Common Areas’ FF&E that have a useful life equal to or greater than *three (3) years*.

- 1.6 “Capital Improvement Expenditures” means and refers to the cost of all Capital Improvements.
- 1.7 “Capital Improvement Reserve Funds” has the meaning given to said words in Section 7.4(c) below.
- 1.8 “Common Areas” means and refers to the Other Facility’s public entryways (both interior and exterior), reception desk, lobby area, public restrooms, and the locker rooms and parking lot(s) (except for the Existing Parking Lot) that jointly serve the Aquatic Center and Other Facility, all of which will be commonly used for access, reception services, program registration/payments, locker room uses, gathering/waiting, and parking by persons who use the Aquatic Center and/or the Other Facility.
- 1.9 “City Manager” means and refers to the duly appointed City Manager for the City of Yakima.
- 1.10 “Development Agreement” means and refers to the Development Agreement dated even herewith by and between the City and the YMCA in connection with the development of the Aquatic Center to be constructed by Tenant on a portion of the property leased under the Ground Lease and all future amendments to said Development Agreement (if any).
- 1.11 “Due Diligence Contingency” has the meaning given to said words in Section 2.1 of the Ground Lease.
- 1.12 “Existing Parking Lot” has the meaning given to said words in Section 6.3 of the Ground Lease.
- 1.13 “FF&E” means and refers to furniture; furnishings; computer, entertainment, and other equipment; finishes; wall and floor coverings; tiling, piping; and fixtures.
- 1.14 “Funding Contingency” has the meaning given to said words in Section 2.2 of the Ground Lease.
- 1.15 “Fiscal Year” means and refers to the time period running from *September 1st through August 31st, which constitutes the YMCA’s existing fiscal year time period.*
- 1.16 “Gross Operating Expenses” means and refers to all expenses incurred by the YMCA in the management and operation of the Aquatic Center during the Term of this Agreement, including, but not limited to, the following:
- (a) Labor for the operation of the Aquatic Center, including, but not limited to, salaries (including for the Aquatic Center’s Aquatic Director), wages, employee benefits, retirement plans, payroll taxes, training costs, and other reasonable employment expenses;
 - (b) Labor needed to staff the Common Area reception area with an employee during all hours of Aquatic Center operation, including, but not limited to, salaries, wages, employee benefits, retirement plans, payroll taxes, training costs, and other reasonable employment expenses;
 - (c) Inventories and supplies consumed in the operation of the Aquatic Center, including, without limitation, chemicals and office supplies;

- (d) Cleaning costs, whether by YMCA staff or third party contractors;
- (e) Promotional costs for the Aquatic Center, including, without limitation, brochures, printing costs, and advertising;
- (f) Utility charges for the Aquatic Center;
- (g) Insurance costs for the coverage required under this Agreement;
- (h) The cost of all applicable and required taxes, and licenses, permits;
- (i) The cost of (a) maintaining the Aquatic Center and its FF&E and (b) all repairs and alterations to the Aquatic Center and its FF&E that have a useful life less than *three (3) years*;
- (j) Technical consultants, operational experts, and professional services for specialized services in connection with non-routine Aquatic Center work;
- (k) A reasonable reserve for uncollectible accounts receivable;
- (l) *Fifty percent (50%)*¹ of the expenses incurred by the YMCA in the management and operation of the Common Areas, including, but not limited to, costs incurred by the YMCA in operating, maintaining, and repairing (i) the Common Areas' publicly accessible parking lot(s) and exterior entryway/walkway surfaces, striping, lighting, security, signage, and landscaping that jointly serve the Aquatic Center and Other Facility; and (ii) the locker rooms, interior entryways/walkways, reception desk, lobby area, and public restrooms and that jointly serve the Aquatic Center and Other Facility;
- (m) *Fifty percent (50%)* of the cost of (a) maintaining the Common Areas and its FF&E and (b) all repairs and alterations to the Common Areas and its FF&E that have a useful life less than *three (3) years*; and
- (n) An administrative charge equal to *fifteen percent (15%)* of all other Gross Operating Expenses to cover the estimated cost of executive and other overhead charges associated with the operation and management of the Aquatic Center.

1.17 “Gross Operating Revenue” means and refers to all revenue received from the following sources of income:

- (a) The fees charged by the YMCA for public use of the Aquatic Center;
- (b) The fees charged by the YMCA for public and/or YMCA member participation in the Aquatic Center's programs (e.g., swim lessons, lifeguard trainings, aquatic exercise classes, pool rentals, and birthday pool parties);
- (c) *One percent (1%)* of all YMCA member dues; and
- (d) Proceeds from business interruption insurance.

The undersigned parties expressly confirm that the term “Gross Operating Revenue” excludes all other revenue, including, without limitation, revenue from the sale of concessions and merchandise in or about Common Areas, charitable donations to the YMCA, YMCA membership dues, and rent from the sublease of any portions of the Other Facility. Moreover, “Gross Operating Revenue” shall be net of rebates, credits, and/or refunds.

1.18 “Ground Lease” means and refers to the Ground Lease dated even herewith by and between the City as “*Landlord*” and the YMCA as “*Tenant*” for the YMCA's lease of the

¹ The City and the YMCA intend for the City to be responsible for *twenty-five percent (25%)* of the costs associated with the management and operation of the Common Areas. Accordingly, half of said costs are included as Gross Operating Expenses, which in turn are split equally between the YMCA and the City under Section 7.3 below.

property on which the YMCA intends to construct the Aquatic Center under the Development Agreement and all future amendments to said Ground Lease (if any).

- 1.19 “Initial Budget” means and refers to the initial budget jointly approved by the YMCA and the City under Section 7.1 below for the estimated (a) Pre-Operating Expenses for the Aquatic Center and (b) Gross Operating Revenue and Gross Operating Expenses for the Aquatic Center from the Opening Date through the first occurring *August 31st* following the Opening Date.
- 1.20 “Master Agreement” means and refers to the Master Agreement dated even herewith by and between the City and the YMCA and all future amendments to said Master Agreement (if any). This Lease is entered into pursuant to the Master Agreement and the recitals and all other terms set forth in the Master Agreement are part of, incorporated into, and constitute a part of this Agreement as if set forth in full herein.
- 1.21 “Monthly CAPEX Reports” has the meaning given to said words in Section 7.4(b) below.
- 1.22 “Monthly Financial Reports” has the meaning given to said words in Section 7.3(b) below.
- 1.23 “Opening Date” means and refers to the date on which the Aquatic Center opens for public use.
- 1.24 “Operating Deficit” means and refers to the amount of Gross Operating Expenses in excess (if any) of Gross Operating Revenue for each calendar month during the Term of this Agreement after the Opening Date.
- 1.25 “Operating Surplus” means and refers to the amount of Gross Operating Revenue in excess (if any) of Gross Operating Expenses for each calendar month during the Term of this Agreement after the Opening Date.
- 1.26 “Operating Standards” has the meaning given to said words in Section 5.2 below.
- 1.27 “Other Facility” means and refers to the “*Other Facility*” described in Section 2 of the Development Agreement.
- 1.28 “Pre-Opening Expenses” has the meaning given to said words in Section 7.1 below.
- 1.29 “Proposed Budgets” has the meaning given to said words in Section 7.2(a) below.
- 1.30 “Purpose” has the meaning given to said word in Section 3 below.
- 1.31 “RCO Contingency” has the meaning given to said words in Section 2.3 of the Ground Lease.
- 1.32 “Term” has the meaning given to said word in Section 4 below.
- 1.33 “YMCA/City Agreement” means and refers to this Agreement (i.e., the Operating Agreement), the Development Agreement, the Ground Lease, and the Master Lease.

2. **Contingencies and Other Agreements.**

- 2.1 **Contingencies.** The YMCA's and the City's respective obligations under this Agreement are each contingent on and subject to the satisfaction of the Due Diligence, Funding, and RCO Contingencies. Subject to the provisions of Section 12.14 below (*i.e.*, the "Survival" clause), and except as otherwise expressly provided in this Agreement, in the event the Ground Lease is terminated as permitted under Section 2.1, 2.2, or 2.3 of the Ground Lease as a result of the non-satisfaction of the Due Diligence Contingency, Funding Contingency, or RCO Contingency, this Agreement will automatically terminate when the Ground Lease terminates, and neither party to this Agreement will have any further rights, duties, and obligations hereunder.
- 2.2 **Development Agreement and Ground Lease.** This Agreement is subject to and together with the terms of the Development Agreement and Ground Lease and the undersigned parties' respective rights and obligations thereunder. In the event of a conflict between the provisions of said three documents, the terms of this Operating Agreement shall prevail.
3. **Purpose.** During the Term of this Agreement, the YMCA and the City intend for the Aquatic Center to serve as a safe, fun, and healthy destination for the entire Yakima community that provides a host of recreational, fitness, and therapeutic opportunities and programs through new aquatic facilities and programming that will be offered therein (the Aquatic Center's "Purpose").
4. **Term.** The undersigned parties intend for the relationship, rights, and obligations established in this Agreement to apply and be in effect during the entire "*Term*" under the Ground Lease, including, without limitation, the "*Initial Term*" and each "*Extended Term*" under the Ground Lease. Accordingly, subject to the Due Diligence, Funding, and RCO Contingencies, the "Term" of this Agreement will be concurrent with and equal to the "*Term*" of the Ground Lease as set forth in Sections 3.1, 3.2, and 3.3 of the Ground Lease.
- 4.1 **Effect of Expiration.** Unless the YMCA and the City agree otherwise in writing, upon the expiration of the Term of this Agreement (*i.e.*, the expiration of the "*Term*" of the Ground Lease), this Agreement will terminate and the improvements associated with the Aquatic Center and the Other Facility shall revert to the City as described in the Ground Lease.
- 4.2 **Pre-Expiration Discussions.** Notwithstanding the foregoing, but without committing either party to any particular action, before the expiration of the Term of this Agreement (*i.e.*, the expiration of the "*Term*" of the Ground Lease), the YMCA and the City will discuss and consider their respective interests in and the possibility of extending the Term of this Agreement and the Ground Lease for an additional period of time and/or entering into new agreements for the continued lease of the premises and joint management and operation of the Aquatic Center or some new similar facility.
5. **Management and Operations.** During the Term of this Agreement, the Aquatic Center will be managed and operated by the YMCA in accordance with the following, *and all other*, provisions of this Agreement:
- 5.1 **Managerial Discretion.** Except as otherwise provided in this Agreement (e.g., see Sections 6.1 and 6.2 below), the YMCA will have discretion and control in all matters relating to the management and operation of the Aquatic Center, including, without limitation, staffing decisions, employment policies, procurement of and payment for

inventories, supplies, services, repairs, and maintenance decisions. The City and the YMCA shall cooperatively coordinate and determine appropriate Aquatic Center programming and use as more fully described in Sections 6.1 and 6.2, below.

5.2 ***Operating Standards.*** The YMCA will operate and maintain the Aquatic Center in accordance with its Purpose and the following “*Operating Standards*”:

- (a) In a commercially clean, attractive, first rate, safe, and habitable condition;
- (b) In good repair and proper working order;
- (c) In compliance with all Applicable Laws;
- (d) In a manner intended to prevent and minimize closures;
- (e) In a manner consistent with industry standards for facilities of similar size and scope to the Aquatic Center that are located elsewhere in Washington state; *provided, however*, the YMCA, from time-to-time, may reasonably adjust the Aquatic Center’s manner of operations away from applicable industry standards based on (i) the demand for services at the Aquatic Center and (ii) when needed to promote the efficient use and operation of the Aquatic Center and/or the Aquatic Center’s Purpose; and
- (f) Subject to holidays and closures necessary for repairs, maintenance, safety, acts of God, emergencies, and other similar circumstances, the Aquatic Center will maintain the following *minimum* normal hours of operation (subject to the YMCA’s right, in the YMCA’s discretion, to expand to additional hours of operation):

<i>Monday through Friday</i>	<i>6:00 a.m. - 9:00 p.m.</i>
<i>Saturday</i>	<i>7:00 a.m. - 7:00 p.m.</i>
<i>Sunday</i>	<i>12:00 p.m. - 6:00 p.m.</i>

5.3 ***Maintenance, Repair, and Replacement.*** During the Term of this Agreement, the YMCA (subject to the YMCA’s and the City’s obligations under this Agreement with regard to Capital Improvement Expenditures and operating expenses and the City’s obligations under the Ground Lease with regard to the Existing Parking Lot) will maintain the Aquatic Center and Common Areas in accordance with the Operating Standards set forth in Section 5.2 above and will make all maintenance and repairs thereto that are reasonably necessary for said purpose in accordance with a written maintenance and repair schedule, including, but not limited to, the following:

- Maintain the Common Areas’ parking lot(s) and exterior entryway/walkway surfaces, striping, lighting, security, signage, and landscaping;
- Maintain the interior entryways/walkways, reception desk, lobby area, and public restrooms;
- Maintain the pools, public locker rooms, and other aquatic facilities; and
- Maintain the Aquatic Center’s and Common Areas’ equipment and HVAC, filtration, and other building systems.

Notwithstanding the foregoing, when and as said equipment and other components and FF&E of the Aquatic Center and Common Areas become worn out or obsolete, or if it is not commercially reasonable to continue to maintain and/or repair said items, said equipment and other components and FF&E will be replaced by the YMCA (subject to the YMCA's and the City's shared obligations under this Agreement with regard to Capital Improvement Expenditures and operating expenses).

5.4 ***Insurance.***

- (a) **Insurance Coverage.** Subject to the YMCA's right to purchase and maintain additional insurance coverage the YMCA reasonably deems necessary in connection with the operation and management of the Aquatic Center, during the Term of this Agreement, the YMCA will purchase and maintain the following minimum insurance coverage:
- Commercial General Liability insurance that insures against claims for bodily injury, personal injury, death, and property damage occurring in, on, or about the Aquatic Center, with limits of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. The insurance policy required under this paragraph must be endorsed to name the City as an additional insured on a primary basis without the right of contribution.
 - "Special Form" property insurance on the Aquatic Center and its contents for their full replacement value, together with business interruption coverage. Unless the YMCA and the City agree otherwise in writing, any proceeds from the insurance policy required under this paragraph will be used to repair, restore, and/or replace the Aquatic Center and its contents.
 - Business Auto Liability insurance covering all owned, hired, and non-owned automobiles for bodily injury, personal injury, death, and property damage with limits of liability not less than \$1,000,000 Combined Single Limit. The insurance policy required under this paragraph must be endorsed to name the City as an additional insured on a primary basis without the right of contribution.
 - Employer's Liability/Washington Stop Gap insurance with a limit of liability not less than \$1,000,000 each accident, each employee, and by disease.
- (b) **Policies and Certificates of Insurance.** The YMCA will furnish the City with copies of the insurance policies required under this Section 5.4 and certificates of insurance for said policies that evidence (i) said insurance has been purchased and is in full force and effect as required hereunder and (ii) said insurance policies may not be cancelled or amended unless *twenty (20) days'* prior written notice of the proposed cancellation or amendment has been given to the City at the City's designated address for notices under this Agreement.
- (c) **Waiver of Subrogation Rights.** The YMCA and the City each waive any and all rights of recovery against the other, or against the directors, officers,

employees, and agents of the other, for all losses of or damage to such waiving party, property, or property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. The YMCA will, upon obtaining the policies of insurance required hereunder, give notice to the insurance carriers of the mutual waiver of subrogation contained in this paragraph.

- (d) **Gross Operating Expenses.** During the Term of this Agreement, the cost of insurance purchased and maintained for coverage on and in connection with the Aquatic Center portion of the premises and any deductible the YMCA becomes obligated to pay in connection therewith in the event of a claim, loss, or damage associated with the Aquatic Center that triggers a defense and/or coverage under such insurance will constitute a Gross Operating Expense under this Agreement and be included in and subject to the reimbursement obligations set forth in Section 7.3 below.

5.5 **Delegation.** The YMCA is permitted to delegate to or subcontract with third parties for the performance of duties that are ancillary to the YMCA's management obligations under this Agreement.

5.6 **Utility Meters.** All utilities will be separately metered between the Aquatic Center and the Other Facility.

6. **Use and Programming.**

6.1 **Use of Aquatic Center.** During the Term of this Agreement, the Aquatic Center during all times of operation and for all programs conducted therein will be made available for use and participation by the public on a *fee-per-use basis* in accordance with the same rules, policies, and hours of use as the Aquatic Center and its programs are made available by the YMCA for the YMCA's members. The fees charged by the YMCA for public (*i.e.*, non-YMCA member) use of the Aquatic Center and participation in the Aquatic Center's programs will be set by the YMCA after consultation with the City and must be commercially reasonable in amount and generally consistent with the fees for public use charged by facilities of similar size and scope to the Aquatic Center that are located elsewhere in Washington state for the corresponding use and program participation.

6.2 **Programming.** Prior to *April 1st* of each calendar year during the Term of this Agreement, the City shall submit to the YMCA the City's reasonably requested programs, special events, and schedule dates for general public use of the Aquatic Center for addition to the Aquatic Center's program calendar for the following calendar year. The YMCA shall consider and address the City's requested Aquatic Center program use schedule when preparing the upcoming calendar year's program schedule. The City shall have the opportunity to review and comment on the final proposed annual program schedule to ensure public access and use of the Aquatic Center is a primary objective and that public availability and participation requirements under Section 6.1 above are met. The Aquatic Center shall be managed and operated as a not-for-profit institution available to the general public without discrimination as to age, race, creed, religion, sex, marital status, national origin, political affiliation, physical handicap, or ancestry.

7. **Financial Terms.**

7.1 ***Pre-Opening Expenses and the Initial Budget.***

- (a) **Pre-Opening Expenses.** The City acknowledges that in addition to the construction costs incurred by the YMCA in the development and construction of the Aquatic Center, the YMCA will also incur certain non-construction operational expenses in preparing the Aquatic Center for the Opening Date. Said expenses include, but are not necessarily limited to, salary and benefits for the Aquatic Center's Aquatic Director (who will need to be hired at a reasonable period of time in advance of the Opening Date); recruitment, wages and training for Aquatic Center staff; purchasing chemicals, supplies, and program equipment; calibrating and testing the Aquatic Center's water, equipment, and systems; utility charges; pre-opening promotional costs; and other costs incidental to the preparation and organization of the Aquatic Center's operations prior to the Opening Date. The City will share equally with the YMCA in all reasonable non-construction operational expenses incurred in preparing and organizing the Aquatic Center for the Opening Date (the "Pre-Opening Expenses") and will reimburse the YMCA for **fifty percent (50%)** of the same in accordance with procedures substantially similar to the post-Opening Date reimbursements under Section 7.3 below.
- (b) **Initial Budget.** Within **ninety (90) days** of the satisfaction of the Due Diligence, Funding, and RCO Contingencies, the YMCA will prepare and submit to the City Manager a proposed Initial Budget. The proposed Initial Budget must (1) set forth the YMCA's forecast of anticipated Pre-Opening Expenses and Gross Operating Revenue, Gross Operating Expenses, and Capital Improvement Expenditures for the Aquatic Center for the period running from the Opening Date through the first occurring July 31st after Opening Date; and (2) be prepared in accordance with (i) the YMCA's internal planning and budgeting process and (ii) a commercially reasonable degree of detail and specificity.

Following the YMCA's submission of the proposed Initial Budget to the City Manager, representatives designated by the YMCA and the City Manager who are familiar and involved with the YMCA's and the City's respective budgeting processes will meet to discuss and review the proposed Initial Budgets when and as needed to reach joint approval of final Initial Budget for the Aquatic Center at least **nine (9) months** before the anticipated Opening Date. The YMCA and the City will confer in good faith to reconcile all differences with regard to said budgeting process.

7.2 ***Budgets.***

- (a) **Annual Budgeting Process.** With exception to the Initial Budget described in Section 7.1 above, each year on or before **July 1st**, the YMCA will prepare and submit to the City Manager a proposed Annual Operating Budget and a proposed Annual Capital Improvements Budget for the Aquatic Center for the upcoming Fiscal Year (*i.e., September 1st through August 31st*) (collectively the "Proposed Budgets").

The Proposed Budgets must (1) set forth the YMCA's forecast of anticipated Gross Operating Revenue, Gross Operating Expenses, and Capital Improvement

Expenditures for the Aquatic Center for the upcoming Fiscal Year; and (2) be prepared in accordance with (i) the YMCA's internal planning and budgeting process and (ii) a commercially reasonable degree of detail and specificity.

Each year, following the YMCA's submission of the Proposed Budgets to the City Manager, representatives designated by the YMCA and the City Manager who are familiar and involved with the YMCA's and the City's respective budgeting processes will meet to discuss and review the Proposed Budgets. The City and the YMCA will reach joint approval of final Annual Operating and Capital Improvements Budgets for the Aquatic Center at least *fifteen (15) days* before the commencement of each Fiscal Year. The YMCA and the City will confer in good faith to reconcile all differences with regard to the annual budgeting process.

It is acknowledged and confirmed that the Initial Budget and each Annual Budget thereafter must include, contemplate, and provide for the payment of expenses, including, without limitation, Capital Improvement Expenditures, sufficient to cover and satisfy the Operating Standards and all other obligations for the management and operation of the Aquatic Center under this Agreement in accordance with the Aquatic Center's anticipated usage.

In the event the YMCA and the City are unable to timely approve the Initial Budget or an Annual Operating Budget and/or an Annual Capital Improvements Budget under this Section, either party may compel the other party to participate in mediation for the purpose of resolving the budgetary impasse. The mediator for any such mediation must be mutually agreed upon and jointly appointed by the YMCA and the City, with the mediator's cost to be shared equally by the two parties. The mediation will be held in Yakima, Washington and conducted as soon as reasonably possible after mediation is compelled with attention given to the time-sensitive nature of the budgetary impasse. In the event the parties are unable to agree upon a mediator, a mediator will be appointed by the Presiding Judge for the Superior Court of Yakima County.

Until a new Annual Budget is approved, the YMCA will continue to operate and manage the Aquatic Center in its customary manner in keeping with the Aquatic Center's historical and ordinary practices and activities, with use of the Aquatic Center's most recently approved Annual Operating Budget as a guide until the contested budget(s) is/are jointly approved by the YMCA and the City under this Section.

- (b) **Budget Variances.** The YMCA and the City acknowledge that the Initial Budget and each subsequent Annual Operating and Capital Improvement Budget will only represent estimates for the Aquatic Center's annual revenues and expenses from year-to-year and that the Aquatic Center's actual revenues and expenses may vary from the Initial and Annual Operating and Capital Improvement Budgets for reasons beyond the reasonable control of the YMCA. Nevertheless, the YMCA will act in good faith at all times in the operation of the Aquatic Center and shall use commercially reasonable efforts to operate the Aquatic Center in accordance with the approved Initial and Annual Operating and Capital Improvement Budgets, and shall only stray from such budgets when required by emergency, unexpected events, or to satisfy the YMCA's Operating

Standards and other obligations under this Agreement. Accordingly, while the YMCA will use commercially reasonable efforts to adhere to the Initial and Annual Operating and Capital Improvement Budgets, variances in the Aquatic Center's estimated revenues and expenses are anticipated and the City will remain obligated to participate in and contribute toward the City's obligations when and as set forth in this Agreement even if said contributions are larger than contemplated in the applicable budget.

7.3 ***Operations.***

- (a) **Generally.** The YMCA is obligated to operate the Aquatic Center in accordance with the terms and conditions set forth in this Operating Agreement. The City is obligated to reimburse the YMCA for ***fifty percent (50%)*** of all annual Operating Deficits under this Agreement in connection with the Aquatic Center incurred by the YMCA during each Fiscal Year during the Term of this Agreement.
- (b) **Invoice and Payment Procedures.** After the Opening Date, within ***thirty (30) days*** after the end of each calendar month, the YMCA will submit financial reports to the City that summarize the Gross Operating Revenue and Gross Operating Expenses incurred by the YMCA in the operation and management of the Aquatic Center during the preceding calendar month (the "***Monthly Financial Reports***"). The Monthly Financial Reports will set forth and compare the Aquatic Center's actual revenues and expenses with the budgeted revenues and expenses for the applicable time period on both monthly and year-to-date bases. The Monthly Financial Reports will be accompanied by an invoice from the YMCA for 50% of any Operating Deficit incurred by the YMCA during the applicable month. The City will remit full payment for all such invoices within ***twenty (20) days*** of receipt.

In the event of an Operating Surplus for a particular month, 50% of the Operating Surplus would be credited to the YMCA's required operating reserve and 50% would be credited to the City's required operating reserve.

- (d) **Operating Reserve Fund.** Throughout the Term of this Agreement, the YMCA and the City shall each separately maintain operating reserve funds to prepare for and offset periods when operating expenditures exceed anticipated revenue for the Aquatic Center.

7.4 ***Capital Improvements.***

- (a) **Generally.** The City is obligated to reimburse the YMCA for ***fifty percent (50%)*** of all annual Capital Improvement Expenditures (as defined under Section 1.6 above) incurred by the YMCA during each Fiscal Year during the Term of this Agreement. *Except when needed to keep the Aquatic Center safe, habitable, in good repair and proper working order, and in compliance with all Applicable Laws*, the City will not be obligated to reimburse the YMCA for any Capital Improvement Expenditure not included in the Initial Budget or an Annual Budget unless and until the Capital Improvement Expenditure is approved by the City.
- (b) **Invoice and Payment Procedures.** After the Opening Date, within ***thirty (30) days*** after the end of each calendar month, the YMCA will submit financial

reports to the City that summarize the Capital Improvement Expenditures incurred by the YMCA in the operation and management of the Aquatic Center during the preceding calendar month (the “*Monthly CAPEX Reports*”). The Monthly CAPEX Reports will set forth and compare the Aquatic Center’s actual Capital Improvement Expenditures with the budgeted Capital Improvement Expenditures for the applicable time period on both monthly and year-to-date bases. The Monthly CAPEX Reports will be accompanied by an invoice from the YMCA for 50% of all Capital Improvement Expenditures incurred by the YMCA during the applicable month. The City will remit full payment for all such invoices to the extent due and owing under this Agreement within **twenty (20) days** of receipt.

- (c) **Capital Replacement/Refurbishing Plan.** The YMCA shall develop a capital replacement and refurbishing plan for all FF&E and major systems for the Aquatic Center and Common Areas that will be subject to review and approval from time to time by the City as part of the budgeting processes set forth in this Agreement. The capital replacement and refurbishing plan will outline the YMCA’s and the City’s joint priorities and plans for Capital Improvements over the upcoming years, serve as guide during the Annual Capital Improvements Budgeting process, and aid the City and the YMCA in making timely Capital Improvements to ensure the Aquatic Center and Common Areas remain in compliance with the Operating Standards set forth in Section 5.2 above. Commencing in the *fifth (5th) year* after the Opening Date and again on a periodic basis no less frequently than every *five (5) years*, the YMCA, as a Gross Operating Expense, will hire a professional consultant experienced in inspecting and assessing aquatic center facility FF&E and major systems to produce a report in which the consultant will make recommendations concerning the Aquatic Center and Common Areas’ then-current and anticipated upcoming Capital Improvement needs in order to remain in compliance with the Operating Standards set forth in Section 5.2 above. Said report will guide the YMCA and the City in the preparation and maintenance of the above-described replacement and refurbishing plan.
- (d) **Capital Improvement Reserve Funds.** In anticipation of Capital Improvements that will be needed to maintain the Aquatic Center and Common Areas in compliance with the Operating Standards set forth in Section 5.2 above and to ensure both the YMCA and the City have a source of readily available funds to pay Capital Improvement obligations as they become needed, the YMCA and the City will each create and maintain separate Capital Improvement Reserve Funds into which they will each annually contribute \$40,000.00 until such time as their respective Funds hold \$1,000,000.00 (in which event additional funds will not have to be placed in the respective Capital Improvement Reserve Funds except to fill the funds back up to the \$1,000,000.00 cap when and as money is drawn out of the Funds to cover Capital Improvement costs). The money held in the separate Capital Improvement Reserve Funds will remain owned and controlled by the separate parties; *provided, however*, each party may withdraw money from said Funds only when and as needed to meet and pay for Capital Improvement obligations under this Agreement. Upon request, each party will provide the other party with reasonable written evidence of the establishment of said party’s Capital Improvement Reserve Fund and compliance with the requirements of this paragraph (*e.g.*, the annual deposit of \$40,000.00 into the Fund and the

withdrawal of money from the Fund only when and as needed to pay for Capital Improvement obligations under this Agreement). Each party will deposit its first \$40,000.00 into its separate Capital Improvement Reserve Fund on or before the first annual anniversary of the Opening Date and again annually on or before each subsequent annual anniversary of the Opening Date. It is expressly acknowledged and agreed that each party's obligation to pay its share of Capital Improvements under this Agreement is in no way limited by the amount of money held in said party's Capital Improvement Reserve Funds, but instead that the Capital Improvement Reserve Funds required under this paragraph are merely intended to serve as a planning tool to aid the parties in preparing for their Capital Improvement obligations as they arise under this Agreement.

7.5 ***Quarterly Reports.*** No more frequently than four times per year (quarterly, unless the YMCA agrees otherwise), on dates and at times mutually convenient for the YMCA and the City Manager, the YMCA will meet with the City Manager and provide written report summaries and in-person updates on the status of the Aquatic Center's financial performance, usage, and programs.

7.6 ***Books & Records; Audit Rights.*** The YMCA shall keep and maintain books and records that reflect the YMCA's management and operation of the Aquatic Center under this Agreement, including, without limitation, copies of purchase orders, invoices, correspondence, receipts, vouchers, memoranda, and other documentation that memorialize the Gross Operating Revenue, Gross Operating Expenses, and Capital Improvement Expenditures incurred by the YMCA hereunder and used to calculate Operating Surpluses and Deficits. All such books and records must be kept and be available at the YMCA's administrative offices, and may be kept in paper and/or electronic form; *provided, however*, the YMCA is not required to keep or maintain any books or records under this paragraph (either in paper or electronic form) for longer than ***six (6) years*** after their respective creation.

The City, at the City's sole expense and at all times throughout the Term of this Agreement and for the ***six (6) years*** following the termination of this Agreement, has the right to audit, examine, and take copies during normal working hours at the YMCA's administrative offices of all books and records the YMCA is obligated to keep and maintain under the preceding paragraph.

7.7 ***Audited Financial Statements.*** Each year during the Term of this Agreement, within ***one hundred eighty (180) days*** of the close of the YMCA's Fiscal Year, the YMCA will prepare and submit to the City an annual financial statement. The annual financial statement must be prepared in accordance with generally accepted accounting principles and include a supplemental schedule, sufficient in detail to permit a reasonable determination by the City of the annual Gross Operating Revenue, Gross Operating Expenses, and Capital Improvement Expenditures of the Aquatic Center. The annual financial statement, at the YMCA's sole expense, must be audited by a licensed or certified public accountant selected by the YMCA. The scope of the audit, as it relates to the Aquatic Center, must be sufficient for the accountant to issue the following opinion: "The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and is fairly stated in all material respects in relation to the basic financial statements taken as a whole."

8. **Entry and Inspection.** With reasonable prior notice to the YMCA, the City and the City's authorized representatives may enter and inspect the Aquatic Center during the Aquatic Center's hours of operation for the purpose of confirming the YMCA's compliance with this Agreement; *provided, however*, when entering and inspecting the Aquatic Center, the City may not unreasonably interfere with or disrupt the activities being conducted in the Aquatic Center. It is expressly confirmed that the YMCA may keep locked desks and secure files at the Aquatic Center.
9. **Additional/Future Aquatic Facilities.** This Agreement pertains to the Aquatic Center described in Section 2 of the Development Agreement and no other facilities. Should the parties wish to expand this Agreement to include additional facilities, including, without limitation, an outdoor pool, the terms of said expansion would have to be negotiated, agreed upon, and set forth in a signed and acknowledged written amendment to this Agreement.
10. **Trade Names.** The names "Young Men's Christian Association of Yakima," "Young Men's Christian Association," "Yakima Family YMCA," "YMCA," "The Y," and any other trade names used by the YMCA may not be used by the City unless approved by the YMCA and when used alone or in connection with another work or works and/or the YMCA trademarks, service marks, symbols, logos, and designs will in all events remain the exclusive property of the YMCA and nothing contained herein will confer on the City the right to use any of the same.
11. **Defaults, Remedies, and Dispute Resolution.**
- 11.1 ***YMCA Default.*** In the event the YMCA materially breaches the terms of this Agreement, the Development Agreement, and/or the Ground Lease and said breach is not, in whole or in part, caused by the wrongful actions or omissions of the City, the City may elect and proceed with one of the following **EXCLUSIVE** remedies, but only if the City has first given the YMCA written notice of the specific default(s) alleged by the City and the default(s) is/are not cured by the YMCA within ***sixty (60) days*** after said notice is given (*provided, however*, if the nature of the default is such that more than ***sixty (60) days*** are required for performance, the City may not act under this Section 11.1 so long as the YMCA commences performance within said ***sixty (60) day*** period and thereafter diligently prosecutes the same to completion):
- (a) **Specific Performance.** The subject matters of this Agreement, the Development Agreement, and/or the Ground Lease are unique and, for this reason, it is stipulated that in the event of an actionable default of this Agreement, the Development Agreement, and/or the Ground Lease under Section 11.1 above, the City will have the right to seek equitable relief in the form of specific performance of this Agreement's, the Development Agreement's, and/or the Ground Lease's provisions.
- (b) **Termination.** In lieu of seeking specific performance under Section 11.1(a) above, in the event of an actionable default of this Agreement, the Development Agreement, and/or the Ground Lease under Section 11.1 above by the YMCA, the City, with an additional ***ninety (90) days'*** prior written notice to the YMCA of the termination after the expiration of the cure period under Section 11.1 above, is permitted to terminate all (but not less than all) of the YMCA/City Agreements to the extent any obligations remain owed thereunder. It is acknowledged and agreed that the City may not terminate one or two of the YMCA/City Agreements and leave one or two of the YMCA/City Agreements in

effect (i.e., if one YMCA/City Agreement is terminated, all of the YMCA/City Agreements must be terminated), in which event the provisions of Section 4.1 above will apply just the same as they would upon the expiration of the Term and the YMCA would have no obligation to reimburse the City for any of the City's Financial Contribution made under Section 3 of the Development Agreement.

Notwithstanding the foregoing provisions of this Section 11.1(b), if the City gives the YMCA written notice that this Agreement, the Development Agreement, and the Ground Lease are terminated under this Section 11.1(b), the City refuses to rescind the alleged termination within **twenty (20) days** after written request by the YMCA, and it is later ruled by a court of competent jurisdiction that the City was not entitled to terminate this Agreement, the Development Agreement, and the Ground Lease under this Section 11.1(b) (e.g., it is determined that the YMCA had not materially breached the terms of this Agreement, the Development Agreement, and/or the Ground Lease; it is determined that the YMCA had cured the breach within the allowed cure period; etc.) (a "Wrongful City Termination"), the YMCA will likely suffer damage to the YMCA's reputation and other harms that will be difficult or impossible to quantify. Therefore, in the event of a Wrongful City Termination, the City, in addition to paying the YMCA all costs and attorneys' fees awarded to the YMCA in the proceeding, will also be obligated to immediately pay the YMCA (*as a fair approximation of the likely harm the YMCA would suffer from the Wrongful City Termination*) liquidated damages in the amount of **One Million and No/100 U.S. Dollars (\$1,000,000.00)** plus an amount equal to the percentage increase in the CPI from September 30, 2015, through the September 30th immediately preceding the date of termination under this Section 11.1(b) multiplied by \$1,000,000.00; *provided, however*, in no event will an amount due under this paragraph in the event of a Wrongful City Termination be less than \$1,000,000.00. For example, in the event of a Wrongful City Termination under this paragraph, if the CPI percentage increase between September 30, 2015, and the September 30th immediately preceding the date of termination was 10%, the liquidated damages due under this paragraph would be \$1,100,000.00 (i.e., \$1,000,000.00 plus \$100,000 based on the 10% CPI increase).

For purposes of this Section 11.1(b) and Section 11.2(b) below, the term "CPI" means and refers to the Consumer Price Index for All Urban Consumers (West Urban - Size B/C) published by the Bureau of Labor and Statistics of the United States Department of Labor (Base is 1982-84=100). In the event said Index is not published at the time it is needed under the terms of this paragraph, the parties will mutually agree upon a substitute index which is comparable to the Index referred to above. If the parties are unable to agree on a substitute, comparable index, then the matter of an appropriate substitute and comparable index to be used to implement the intent of this Section 11.1(b) will be determined by a court of competent jurisdiction.

- 11.2 **City Default.** In the event the City materially breaches the terms of this Agreement, the Development Agreement, and/or the Ground Lease and said breach is not, in whole or in part, caused by the wrongful actions or omissions of the YMCA, the YMCA may elect and proceed with one of the following EXCLUSIVE remedies, but only if the YMCA has first given the City written notice of the specific default(s) alleged by the YMCA and the default(s) is/are not cured by the City within **sixty (60) days** after said notice is given

(provided, however, if the nature of the default is such that more than **sixty (60) days** are required for performance, the YMCA may not act under this Section 11.2 so long as the City commences performance within said **sixty (60) day** period and thereafter diligently prosecutes the same to completion):

- (a) **Specific Performance.** The subject matters of this Agreement the Development Agreement, and/or the Ground Lease are unique and, for this reason, it is stipulated that in the event of an actionable default of this Agreement, the Development Agreement, and/or the Ground Lease under Section 11.2 above, the YMCA will have the right to seek equitable relief in the form of specific performance of this Agreement's, the Development Agreement's, and/or the Ground Lease's provisions.
- (b) **Termination.** In lieu of seeking specific performance under Section 11.2(a) above, in the event of an actionable default of this Agreement, the Development Agreement, and/or the Ground Lease under Section 11.2 above by the City, the YMCA, with an additional **ninety (90) days'** prior written notice to the City of the termination after the expiration of the cure period under Section 11.2 above, is permitted to terminate all (but not less than all) of the YMCA/City Agreements to the extent any obligations remain owed thereunder. It is acknowledged and agreed that the YMCA may not terminate one or two of the YMCA/City Agreements and leave one or two of the YMCA/City Agreements in effect (i.e., if one YMCA/City Agreement is terminated, all of the YMCA/City Agreements must be terminated), in which event the provisions of Section 4.1 above will apply just the same as they would upon the expiration of the Term; *provided, however*, the City would be obligated to pay the YMCA an amount equal to the fair market value of the Other Facility and other facilities constructed on the Leased Premises under the Ground Lease and *fifty percent (50%)* of the Aquatic Center to compensate the YMCA for the loss of said assets as a result of the early termination of this Section 11.2(b). Said amounts will be due and owing by the City to the YMCA within **ninety (90) days** of the date of termination under this paragraph. In the event of termination under this Section 11.2(b), the YMCA would have no obligation to reimburse the City for any of the City's Financial Contribution made under Section 3 of the Development Agreement.

Notwithstanding the foregoing provisions of this Section 11.2(b), if the YMCA gives the City written notice that this Agreement, the Development Agreement, and the Ground Lease are terminated under this Section 11.2(b), the YMCA refuses to rescind the alleged termination within **twenty (20) days** after written request by the City, and it is later ruled by a court of competent jurisdiction that the YMCA was not entitled to terminate this Agreement, the Development Agreement, and the Ground Lease under this Section 11.2(b) (e.g., it is determined that the City had not materially breached the terms of this Agreement, the Development Agreement, and the Ground Lease; it is determined that the City had cured the breach within the allowed cure period; etc.) (a "Wrongful YMCA Termination"), the City will likely suffer damage to the City's reputation and other harms that will be difficult or impossible to quantify. Therefore, in the event of a Wrongful YMCA Termination, the YMCA, in addition to paying the City all costs and attorneys' fees awarded to the City in the proceeding, will also be obligated to immediately pay the City (*as a fair approximation of the likely harm the City would suffer from the Wrongful YMCA*

Termination) liquidated damages in the amount of **One Million and No/100 U.S. Dollars (\$1,000,000.00)** plus an amount equal to the percentage increase in the CPI from September 30, 2015, through the September 30th immediately preceding the date of termination under this Section 11.2(b) multiplied by \$1,000,000.00; *provided, however*, in no event will an amount due under this paragraph in the event of a Wrongful YMCA Termination be less than \$1,000,0000.00.

- 11.3 **Mediation.** In the event of a dispute between the YMCA and the City with respect to the interpretation, implementation, or performance of any obligation under this Agreement, the Development Agreement, and/or the Ground Lease, the YMCA and the City will attempt to resolve the dispute through a mediation process before taking action under Section 11.1(a)-(b) or 11.2(a)-(b) above. The mediator for any such mediation must be mutually agreed upon and jointly appointed by the YMCA and the City, with the mediator's cost to be shared equally by the two parties. The mediation will be held in Yakima, Washington and conducted as soon as reasonably possible after mediation is compelled, with attention given to the time-sensitive nature of the dispute. In the event the parties are unable to agree upon a mediator, a mediator will be appointed by the Presiding Judge for the Superior Court of Yakima County.

12. **Miscellaneous Terms.**

- 12.1 **Amendments.** This Agreement may not be modified or amended except by written agreement signed and acknowledged by each of the parties hereto.
- 12.2 **No Joint Venture.** Nothing contained in this Agreement creates the relationship of principal and agent or of joint venture between the parties hereto.
- 12.3 **Time is of the Essence.** Time is of the essence as to all terms of this Agreement.
- 12.4 **Notices.** All notices under this Agreement must be in writing and will be deemed given to the receiving party when (a) personally delivered to the City Manager for the City of Yakima (for notices to the City) or personally delivered to the CEO or President of the Yakima Family YMCA (for notices to the YMCA) or (b) three days after being deposited in the United States Postal Service by certified mail (with return receipt requested) to the receiving party at the receiving party's last known address(es).
- 12.5 **Exhibits.** There are no attachments to this Agreement except for the Exhibits expressly referenced in this Agreement, each of which constitutes a part of this Agreement as if set forth in full herein.
- 12.6 **Headings; Construction.** The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the interpretation or construction of any term or provision of this Agreement. This Agreement shall not be construed more strictly against one party than the other by virtue of the fact that one party drafted this Agreement and/or certain clauses contained herein. It is hereby recognized that both parties to this Agreement and their respective counsel have had a full and fair opportunity to negotiate and review all terms and provisions of hereof and to fully contribute to this Agreement's substance and form.

- 12.7 **Governing Law.** This Agreement will be interpreted, construed, and governed by the laws of the State of Washington.
- 12.8 **Assignment; Binding Effect.** Except as expressly provided otherwise herein, neither party hereto may assign any of its rights or obligations under this Agreement unless the other party consents thereto in writing, which consent may be withheld for any reason. Subject to any limitations on assignments provided for in this Agreement, all of the provisions of this Agreement will inure to the benefit of and be binding on the successors and assigns of the City and the YMCA.
- 12.9 **Waivers.** The failure of either party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement will not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.
- 12.10 **Attorneys' Fees; Venue.** In the event of any dispute arising out of or relating to this Agreement, whether or not suit or other proceedings is commenced, and whether in mediation, in arbitration, at trial, on appeal, in administrative proceedings, or in bankruptcy (*including, without limitation, any adversary proceeding or contested matter in any bankruptcy case*), the prevailing party will be entitled to its costs and expenses incurred, including reasonable attorneys' fees. The sole venue for any dispute arising out of or relating to this Agreement will be in a court of competent jurisdiction in Yakima County, Washington.
- 12.11 **Counterparts and Copies.** This Agreement may be executed in any number of identical counterparts, with each counterpart having the same effect as if all parties to this Agreement had signed the same document. All executed counterparts of this Agreement will be construed as and constitute one and the same instrument. A facsimile or electronic copy (*e.g.*, a PDF copy) of an executed counterpart of this Agreement will have the same effect as an original executed counterpart of this Agreement.
- 12.12 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Agreement, and to this end the provisions of this Agreement are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Agreement.
- 12.13 **Entire Agreement.** This Agreement, together with the associated Master Agreement, Ground Lease, and Development Agreement, constitutes the entire understanding and agreement of the parties to this Agreement with respect to its subject matter. All prior agreements, understandings, or representations with respect to this Agreement's subject matter are hereby canceled in their entirety and are of no further force or effect. It is expressly acknowledged that there are no oral or other agreements which modify or affect this Agreement.
- 12.14 **Survival.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Agreement shall survive and remain in effect following the expiration or earlier termination of this Agreement; *provided, however*, that

nothing herein is intended to extend the survival beyond any applicable statute of limitations period.

- 12.15 **Authority.** The execution, delivery, and performance by each party of this Agreement has been duly authorized by their respective governing bodies (*i.e.*, the YMCA's Board of Directors and the City Council for the City of Yakima) in accordance with their respective governing documents and applicable law, and no further action is necessary on the part of either party to this Agreement or their respective governing bodies to make the execution, delivery, and performance of this Agreement by the undersigned persons valid and binding upon the parties to this Agreement.

[Signatures on Following Page]

EFFECTIVE as of the Effective Date first written above.

**YOUNG MEN'S CHRISTIAN
ASSOCIATION OF YAKIMA**

CITY OF YAKIMA

By: _____
Bob Romero, CEO

By: _____
Tony O'Rourke, City Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that **BOB ROMERO** is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the **CEO** for the **YOUNG MEN'S CHRISTIAN ASSOCIATION OF YAKIMA** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2015.

[PRINT NAME] _____

NOTARY PUBLIC for the State of Washington,
residing at _____.

My appointment expires:_____.

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that **TONY O'ROURKE** is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the **CITY MANAGER** for the **CITY OF YAKIMA** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2015.

[PRINT NAME] _____

NOTARY PUBLIC for the State of Washington,
residing at _____.

My appointment expires:_____.



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 5.
For Meeting of: October 27, 2015

ITEM TITLE: City cost-sharing policy for Special Events
SUBMITTED BY: Sean Hawkins, Economic Development Manager 575-6274

SUMMARY EXPLANATION:

The attached memo is a review of the City's special event cost recovery policy and how Council could act to amend Yakima Municipal Code 9.70 regarding fees.

Resolution:	Ordinance:
Other (Specify):	
Contract:	Contract Term:
Start Date:	End Date:
Item Budgeted:	Amount:
Funding Source/Fiscal Impact:	
Strategic Priority:	
Insurance Required? No	
Mail to:	
Phone:	

**APPROVED FOR
SUBMITTAL:**

City Manager

RECOMMENDATION:

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Memo - Special Event Fees October 2015	10/21/2015	Cover Memo

Memorandum

To: Yakima City Council and Tony O' Rourke, City Manager
From: Sean Hawkins, Economic Development Manager

Date: October 21, 2015
Subject: Traffic Control Cost for Marches and Parades

The City of Yakima spends between \$55,000 and \$60,000 per year on Yakima Police Department overtime to provide traffic control services for marches, parades and other activities that require groups using City right of way. The traffic control services for parades or marches is different from the security services provided by off-duty YPD officers to events like the Fresh Hop Ale Festival, Cinco De Mayo or 3 on 3 Basketball Tournament. Those events pay a cost recovery fee equal to 100% of the service costs.

Prior to calendar year 2014, the City of Yakima had no cost recovery schedule in our municipal code. In fall 2013, the Yakima City Council examined the situation and amended YMC 9.17.190 to include a cost recovery fee schedule for the first time to our special event process. Each event would fall into one of three categories:

- **Freedom of Speech Events** – these include like the MLK March, the March for Life, the May 1st Immigration March and the Cesar Chavez March. The City pays 100% of overtime costs for these events. The overtime costs to the City for these events ranges in the \$4,000 - \$6,000 range annually depending on the number of events hosted.
- **Community Events** – the City Council identified the Cinco De Mayo Parade, Memorial Day Parade, July 4th traffic control, the Sunfair Parade, Veteran's Day Parade and the Lighted Christmas Parade as Community Events. The City pays 100% of the overtime costs for these events and the overtime cost for these range from \$23,000 - \$25,000 annually.
- **Special Interest, Fundraising Events or Private Events** – these include the City Council approved Cruise Nights, 5k Runs, the Canyon Marathon, Toy Runs and for profit events like the Color Vibe. These events pay 50% of the overtime costs and the City pays the remaining costs. The City spends between \$30,000 - \$35,000 annually in overtime costs for these activities and receives 50% of those costs back from the applicants.

As a point of comparison, the City of Yakima is very generous with our fee structure. As an internal review of the MRSC special events section points out, most Washington cities charge a 100% cost recovery to events that are not protected First Amendment events.

If the Yakima City Council does want to amend YMC 9.17.190, staff can prepare those changes in an updated ordinance to present at the November 17, 2015 Yakima City Council meeting. However, by the time the ordinance would become law, it would affect events only scheduled in calendar year 2016 due to the required 30 day waiting period.



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 6.
For Meeting of: October 27, 2015

ITEM TITLE: 2016 Preliminary Budget Presentation
SUBMITTED BY: Tony O'Rourke, City Manager
Cindy Epperson, Director of Finance & Budget

SUMMARY EXPLANATION:

We are pleased to present an Executive Summary of the 2016 Preliminary Budget as required by State Law. Attached to this packet is:

- Power Point Presentation summarizing the major elements of the 2016 Preliminary Budget; and
- A spreadsheet that presents a three year budget comparison:
 - 2014 Actual Expenditures
 - 2015 Amended Budget and Year-end Estimates for Expenditures
 - 2016 Proposed Expenditures and Projected Revenues
 - Status of Beginning and Ending 2016 Reserves by Fund

The Preliminary Budget Summary document will be distributed to Council on November 3, 2015. That meeting will also include set dates for the formal Public Hearings on the budget (November 17, 2015 and December 1, 2015) and the Ad Valorem (i.e. Property Tax) levy on November 17, 2015.

Resolution:

Ordinance:

Other (Specify):

Contract:

Contract Term:

Start Date:

End Date:

Item Budgeted:

Amount:

Funding Source/Fiscal Impact:

Strategic Priority: Public Trust and Accountability

Insurance Required? No

Mail to:

Phone:

**APPROVED FOR
SUBMITTAL:**

City Manager

RECOMMENDATION:

ATTACHMENTS:

Description	Upload Date	Type
📎 2016 Budget Power Point Presentation	10/23/2015	Cover Memo
📎 3 Year Budget Comparison	10/23/2015	Cover Memo

PROPOSED 2016 BUDGET HIGHLIGHTS

- The proposed FY 2016 Final Budget is balanced and prudent at \$226.7 m. This represents a \$34.5 m increase over projected 2015 year-end budget, of which 90% is dedicated to capital improvements
- Budget is focused and responsive to:
 - City Council's Strategic Priorities
 - Safe community
 - Infrastructure
 - Public Trust and Accountability
 - Economic growth
 - Partnerships
 - Neighborhood Partnerships
 - Delivery of core services – Police, Fire, Public Works –
- 68.5% of General Government budget
 - Capital infrastructure and equipment investment – over \$55 million, compares to \$24 m in 2015. Represents almost 25% of the entire budget.
 - The combined general operating and debt service property tax levy will decrease by \$0.0129 per thousand or 0.4% from the 2015 tax levy.
 - Proposed water, wastewater, stormwater and rate increases will be deferred until 2017. Required utility capital improvements necessitating utility rate increases can be financed by using \$12.24m utility operating and capital reserves. Only utility rate increase is Refuse. Rates have been unchanged for eight (8) years and an adjustment is required to avoid a \$350,000 operating deficit.

	<u>Current</u>	<u>2016</u>	<u>Increase</u>
32 gallon refuse	\$ 10.00	\$ 16.02	\$ 6.02
96 gallon refuse	17.02	18.32	1.30
96 gallon yard waste	12.82	14.82	2.00

PROPOSED 2016 BUDGET HIGHLIGHTS

➤ Budget challenges include:

- Tempered recovery from the Great Recession – “new normal”
- Personnel costs are paramount expenditure drivers - 69.7% of General Government budget (68.9% in 2015; 70.4% in 2014; 72.3% in 2013)
- Managing past, present, and future health insurance and pension costs
- City’s aging infrastructure, utility systems, facilities, and rolling stock require increased investments
- Long-term federal and state assistance is declining

➤ Budget balancing strategy includes:

- 2% payroll vacancy savings of \$1,085,000
- Budget maintains adequate operating reserve of \$55.3 million or 24.4% (23.4% in 2014) for all funds and \$8.9 million, or 12.2% general government fund operating reserves. Once all 4 Tiger Mart properties are sold, the General Government operating reserves should increase to 13.0%. Uses \$12.0 million available reserves, 97% for Capital Improvements.

2016 PROPOSED BUDGET

	2015	2016	15 vs. 16
	Year-End	Proposed	Budget
	<u>Estimate</u>	<u>Expenditures</u>	<u>% Change</u>
General Government	\$ 71,357,871	\$ 73,322,822	2.8%
Enterprise & Non-General Gov't	<u>120,742,057</u>	<u>153,347,164</u>	27.0%
Total Proposed Budget	<u><u>192,099,928</u></u>	<u><u>226,669,986</u></u>	18.0%

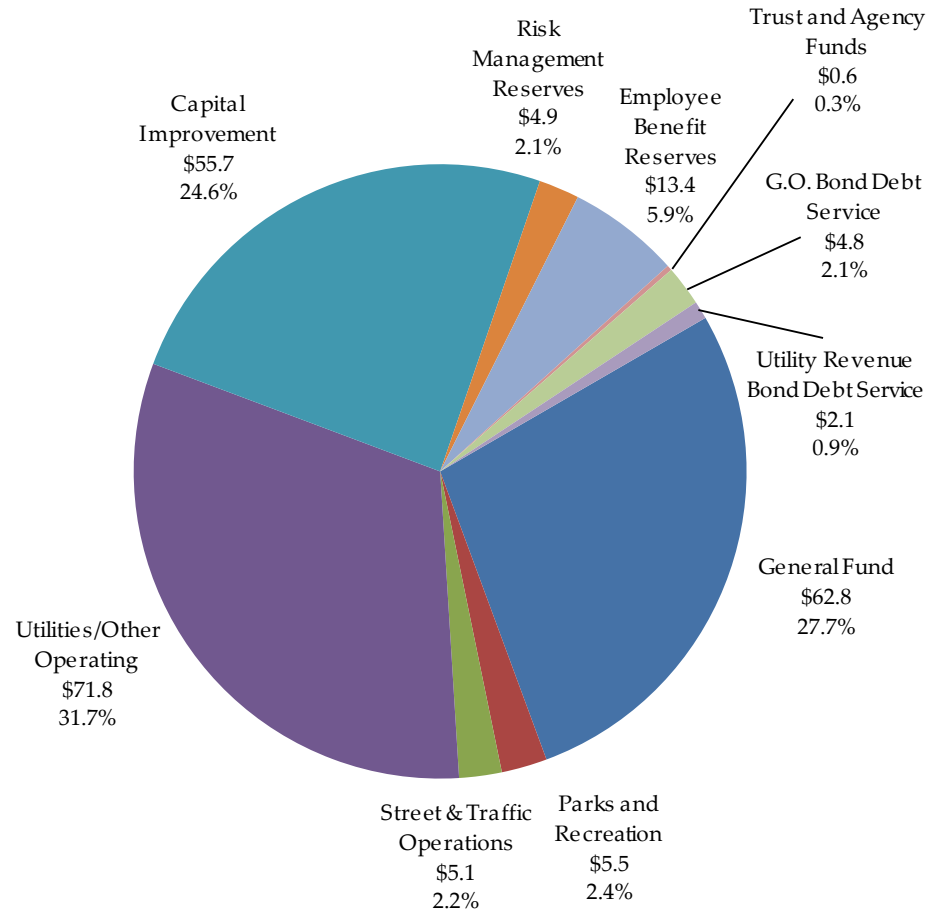
2016 PROPOSED BUDGET

Summary of Proposed FY 2016 Budget (All Funds - numbers in millions)

	Estimated 2016 Beg. Fund Balance	2016 Projected Revenue	2016 Proposed Expenditures	Use of Reserves	Estimated 2016 Ending Balance
General Fund	\$7.6	\$62.8	\$62.8	\$0.0	\$7.6
Parks and Recreation	0.5	5.5	5.5	0.0	0.5
Street & Traffic Operations	0.9	5.1	5.1	0.0	0.9
General Government Subtotal	8.9	73.4	73.3	0.0	9.0
Utilities/Other Operating	22.1	70.6	71.8	(1.2)	20.9
Capital Improvement	27.6	45.1	55.7	(10.6)	16.9
Risk Management Reserves	1.3	4.9	4.9	0.0	1.4
Employee Benefit Reserves	4.4	13.1	13.4	(0.3)	4.1
Trust and Agency Funds	0.7	0.6	0.6	0.0	0.8
G.O. Bond Debt Service	0.3	4.8	4.8	0.0	0.3
Utility Revenue Bond Debt Service	2.0	2.1	2.1	0.0	2.0
Total	\$67.4	\$214.6	226.7	(12.0)	55.3

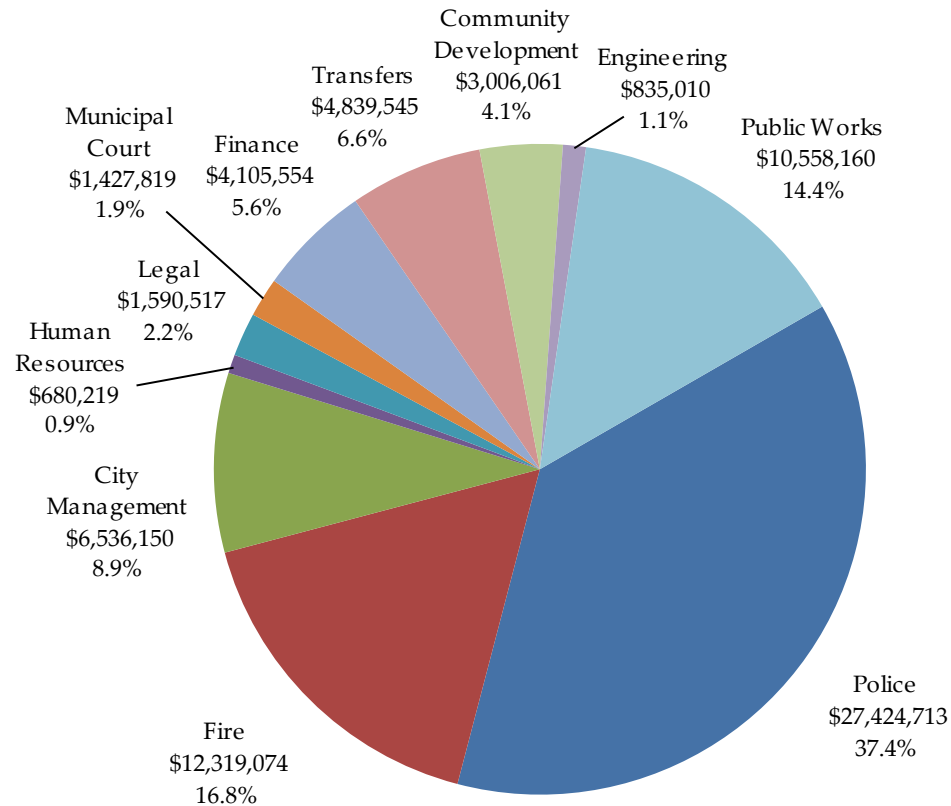
2016 PROPOSED EXPENDITURE BUDGET

\$226.7 Million



2016 GENERAL GOVERNMENT EXPENDITURES BY DEPARTMENT

\$73.3 Million



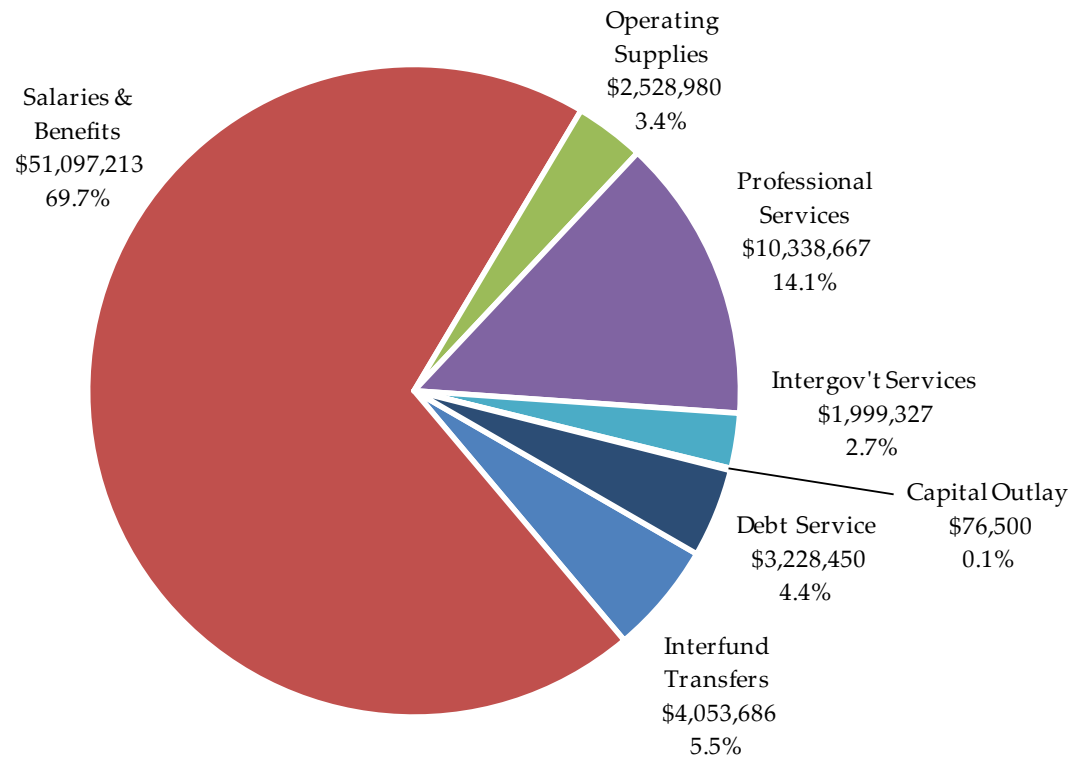
2016 GENERAL GOVERNMENT REVENUE & RESERVES

\$81.9 Million

Source	2015			2016		% of		— 2016 vs. 2015 —	
	2014 Actual	Year-End Estimate	Percent Change	Projected Revenue	% of 2016 Total	Increase (Decrease)	Percent Change		
General Sales Tax	\$15.5	\$16.0	3.5%	\$16.7	22.7%	\$0.6	4.0%		
Crim. Justice Sales Tax	3.1	3.2	4.0%	3.4	4.5%	0.1	4.2%		
Property Tax	16.0	16.4	2.2%	16.8	22.9%	0.4	2.5%		
Utility & Franchise Taxes	15.8	15.8	(0.2%)	16.3	22.2%	0.5	2.9%		
Charges for Services	6.7	8.1	21.5%	8.7	11.8%	0.5	6.7%		
State Shared Revenue	2.6	2.9	10.0%	3.1	4.3%	0.2	7.1%		
Fines and Forfeitures	1.6	1.7	6.2%	1.7	2.3%	0.0	1.9%		
Other Taxes	1.5	1.5	1.0%	1.5	2.1%	0.1	4.6%		
Other Revenue	0.9	1.3	35.5%	1.3	1.8%	0.0	1.8%		
Transfers from other Funds	1.4	1.4	0.9%	1.5	2.0%	0.0	1.7%		
Other Intergovernmental	1.4	1.7	21.7%	1.6	2.2%	(0.1)	(4.9%)		
Licenses and Permits	0.9	0.9	3.3%	0.9	1.2%	0.0	2.5%		
Total Revenue	67.4	70.9	5.2%	73.4	100.0%	2.5	3.4%		
Beginning Fund Balance	10.9	9.4	(13.5%)	8.9		(0.5)	(5.2%)		
Total Resources	78.3	80.3	2.6%	82.3		2.0	2.5%		

2016 GENERAL GOVERNMENT EXPENDITURES BY CLASSIFICATION

\$73.3 Million



GENERAL GOVERNMENT REVENUE BUDGET OVERVIEW

➤ Major Budget Balancing Strategy

- 2% Vacancy rate \$1,085,000
- Reduced Overtime \$480,000
- Reduced Fuel Prices \$145,000

➤ Revenue Assumptions

- Proposed 1% inflation adjustment in property taxes plus an estimate of 1.5% new construction (Because this year's implicit price deflator is only 0.25% a Super majority (5 – 2) vote and a declaration of “substantial need” is required to pass a 1% increase.) \$410,000
- 4.0% growth in sales tax (2012 -2014 growth above 6.0% - 2015 above 4%) \$640,000
- Utility tax growth of 2.9% \$456,000
- Sale of two Tiger Mart locations \$400,000

➤ Cost Drivers

- Cost of living payroll increase (avg. 2.5%) \$950,000
- Additional staffing (4 positions) \$300,000
 - Firefighters (3) – offset by reduction in overtime
 - Neighborhood Engagement Assistant (1 mid-year 2016)
- Pension rate increase (2.0% 7/1/15) \$200,000
- Medical rate increase 4.4% \$410,000

CITY COUNCIL STRATEGIC PRIORITIES

Public Safety Investments

- Dangerous Building – *(Increase \$30,000 to budget, total \$60,000)*
- Digital cameras for all patrol officers (\$15,000)
- Police Motorcycle Replacement (\$65,000)
- Police Taser Equipment Replacement (\$20,000)
- Add 3.0 Firefighters (\$264,000) – *offset by reduction in overtime*
- Increase Fire Training Budget for Technical Rescue (\$10,000)
- Fire Station 95 Annex Outbuilding Project (\$257,000)
- Fire Station 95 Sleeping Quarters (\$75,000)
- Purchase Fire Water Tender (\$125,000)

CITY COUNCIL STRATEGIC PRIORITIES

Economic Development Investments

- Cascade Mill Site (\$1,500,000 / LIFT)
- Downtown Plaza (\$2,800,000 / \$600,000 community donation, \$2m G.O. Bond, \$200k REET 2)
- Downtown Special Events (\$216,200 – off set by \$110,000 in revenue)
- Airport Marketing with Federal Match Grant (\$250,000 / \$125,000 grant revenue)
- SunDome Investment (\$100,000 – Lodging Tax Advisory Committee only authorized \$75,000)
- Capitol Theatre Operations (\$370,000)
- Capitol Theatre Improvement (\$70,000)
- DAY Group (\$133,333 / \$100,000 utility tax credit in 2017)

CITY COUNCIL STRATEGIC PRIORITIES

Built Environment Investments

- 30-Lane Miles of Road Resurfacing (\$5,000,000, *funded by G.O. Bond*)
- Airport Improvements (\$11,645,000)
 - *Security Gates, 90% Grant* - *Snow Removal Equipment, 90% Grant* - *Taxiway Rehabilitation, 90% Grant*
- Arterial Street Capital (\$9,237,000 – 2016)
 - *North First Street funded by \$6 m G.O. Bond – signal at 64th & Tieton*
- Stormwater System Improvement (\$2,400,000)
 - *North 1st Street* - *Randall Park- Mill Site*
- 2017 Comprehensive Plan Consultant (\$25,000 – 2015; \$45,000 – 2016; \$35,000 - 2017)
- 2017 Comprehensive Transportation Element Consultant (\$25,000 – 2015; \$45,000 – 2016; \$35,000 - 2017)
- Wastewater Capital Investments (\$7,790,000)
 - *Beech Street Interceptor, Phase II* - *Riparian Outfall Phase II* - *Plant Solids Handling Improvement Design* - *Facility Plan*
- Water Capital Investment (\$2,050,000)
 - *Naches River Water Treatment Plant Intake* - *N 1st Street from MLK to US Hwy 12, water main replacement*
- Irrigation Capital Investment (\$1,025,000)
 - *West Yakima System Improvements*
- Transit Capital Investments (\$4,175,000)
 - *Purchase 7 Replacement Buses* - *Replace 7 Vanpool & 7 Dial-a-ride Vans* - *Passenger Shelters & Counters*
- Parks Capital Improvements (\$987,000)

CITY COUNCIL STRATEGIC PRIORITIES

Partnership Development Investments

- Contract with Union Gap to provide full Fire Suppression and Prevention Service. (*\$1.2 million*)
- Convention Center Management Fee (*Additional \$19,800 – 2016: Total Budget \$741,000*)
- Washington Fruit Community Center Improvements (*\$100,000 – 2016: 50% Community Contribution*)
- Humane Society Increase (*\$3,700 – 2015*)
- Visitors Information Center (*\$66,500 - 2016*)
- Sports Commission (*additional \$7,500 – 2016 Total Budget \$72,500*)
- Tourism Promotion (*add'l \$9,000 – 2016 Total Budget \$184,000*)

CITY COUNCIL STRATEGIC PRIORITIES

Public Trust & Accountability

- Capital Improvements (*\$55.7 million - 2016*)
- Quality Customer Service and Leadership Training (*\$100,000 – 2016*)
- Annual Citizen Survey (*\$35,000 - 2016*)
- Annual Employee Survey (*\$13,000 - 2016*)

CITY COUNCIL STRATEGIC PRIORITIES

Neighborhood Partnerships

- Neighborhood Partnership Staff (\$137,000)
 - *Repurpose GFI Manager position to Neighborhood Engagement Manager*
 - *Add one Program Assistant mid-year*
- Neighborhood Directed Programs (\$100,000 - Grant)

2016 TOP 12 CAPITAL PROJECTS

	2016	
	Proposed	
	<u>Expenditures</u>	<u>Funding Source</u>
Airport - Taxiway Improvements	\$ 10,120,000	Grant/Match
Streets - N. 1st Street Revitalization, Phase II	6,855,000	\$6M Bonds/Grants
Streets - Road Improvements	5,000,000	Bonds
Wastewater - Beech Street Interceptor, Phase III	4,000,000	Capital Rates/Reserves
Transit - Replace 7 Buses	3,094,000	Capital Reserves/WSDOT Grant
Central Business District / Downtonw Plaza	2,800,000	\$2M Bonds/\$600k Donation/\$200k REET
Stormwater - N. 1st Street Revitalization, Phase II	1,790,000	Capital Rates/Reserves
Fire Apparatus	1,510,000	State LOCAL/Capital Lease
Cascade Mill Redevelopment (LIFT)	1,500,000	State/Match/County SIED Program
Wastewater - Riparian Outfall, Phase III	1,000,000	Capital Rates/Reserves
Water - Water Main Replacement (N 1st St Project)	1,000,000	Capital Rates/Reserves
Irrigation - Irrigation System Improvement	1,000,000	Capital Rates/Reserves
	<u>\$ 39,669,000</u>	

FY 2016 BUDGET SUMMARY

- Balanced budget
- Focus on core services and Strategic Priorities
- Infrastructure investments of \$55.7 million for North 1st Street, Street Resurfacing, Plaza, Airport, Utilities, Fire Suppression Equipment, Transit Buses, and Public Works Equipment.
- Property Tax decrease: Combined General Operating and Debt Service Tax Levy of 0.5%

Projected Long-Term Debt

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Project 2.5% Growth in Property Value	5,515,264,870	5,658,387,596	5,805,795,392	5,950,940,277	6,099,713,784	6,252,206,628
G.O. Debt Capacity (up to 1.5% Debt without vote)	82,728,973	84,875,814	87,086,931	89,264,104	91,495,707	93,783,099
Current Outstanding Debt	53,713,126	50,976,799	52,563,821	63,489,044	63,078,159	61,849,361
Proposed New Debt:						
\$5 M SOZO Soccer Complex 12/15		5,000,000				
\$7 M Downtown Plaza - Split to 2016 & 2017			2,000,000	5,000,000		
\$8 M No 1st St 6/16			8,000,000			
\$5 M Additional Road Rehabilitation 2016			5,000,000			
\$4.5 M Aquatic Center 2018					4,500,000	
Current Cash Assets Available for Debt Service (Projected)	-10,000,000	-10,000,000	-10,000,000	-10,000,000	-10,000,000	-10,000,000
Net Debt Outstanding	43,713,126	45,976,799	57,563,821	58,489,044	57,578,159	51,849,361
Remaining Debt Capacity	39,015,847	38,899,015	29,523,110	30,775,060	33,917,547	41,933,739
Less 30% Reserve for Emergencies per City Council Policy	-24,818,692	-25,462,744	-26,126,079	-26,779,231	-27,448,712	-28,134,930
Remaining Capacity Compared to Policy	14,197,155	13,436,270	3,397,030	3,995,829	6,468,835	13,798,809

Total Debt Service on New Issues

Estimated at \$80,000 per Million for 20 years

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
\$5 M SOZO Soccer Complex 12/15	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
\$7 M Downtown Plaza 6/2016		160,000	560,000	560,000	560,000
\$8 M No 1st St 6/16		640,000	640,000	640,000	640,000
\$5 M Additional Road Rehabilitation		400,000	400,000	400,000	400,000
\$4.5 M Aquatic Center 2018				360,000	360,000
TOTAL ANNUAL DEBT SERVICE	\$400,000	\$1,600,000	\$2,000,000	\$2,360,000	\$2,360,000

THREE-YEAR BUDGET COMPARISON - 2016 BUDGET BY CITY FUNCTIONAL GROUPING

	2014 Actual Expenditures	2015 Amended Budget	2015 Year-End Estimate	2016 Proposed Expenditures	2016 vs 2015 Est	2016 Projected Revenue	2016 Use of Reserves	2016 Beginning Fund Balance	2016 Est. Ending Fund Balance
General Government									
City Management	\$ 386,675	\$ 389,578	\$ 404,528	\$ 419,338	3.7%				
Indigent Defense	604,480	1,000,500	910,500	935,500	2.7%				
City Council	293,237	286,735	282,210	286,840	1.6%				
Neighborhood Groups Program	-	-	-	236,735	n/a				
City Clerk/Records	581,099	592,904	541,184	652,886	20.6%				
Human Resources	527,703	682,303	641,357	680,219	6.1%				
Legal	1,368,033	1,525,072	1,482,476	1,590,517	7.3%				
Municipal Court	1,288,302	1,395,989	1,338,504	1,427,819	6.7%				
Planning	452,903	581,384	553,300	653,393	18.1%				
Code Administration	2,621,485	1,682,327	1,618,468	1,847,075	14.1%				
City Hall Facility	399,719	523,868	523,676	505,594	(3.5%)				
Economic Development	456,317	702,329	794,932	889,391	11.9%				
Police	26,377,102	26,868,918	26,052,791	27,372,213	5.1%				
Fire	10,395,013	12,059,718	12,061,844	12,319,074	2.1%				
Information Technology	2,849,321	3,062,977	3,101,555	3,115,460	0.4%				
Intergovernmental	251,047	174,989	180,680	189,551	4.9%				
Transfers	5,007,938	4,793,875	4,737,860	4,839,545	2.1%				
Financial Services	1,502,372	1,605,263	1,576,332	1,531,288	(2.9%)				
State Examiner	109,905	110,000	115,000	113,000	(1.7%)				
Police Pension	1,193,161	1,167,200	1,084,490	1,137,500	4.9%				
Utility Services	1,477,078	1,555,520	1,514,241	1,640,799	8.4%				
Purchasing	559,928	654,699	622,238	630,917	1.4%				
Engineering	798,763	890,530	825,915	835,010	1.1%				
Contingency	-	(1,025,000)	-	(1,085,000)	n/a				
Total General Fund	59,501,583	61,281,676	60,964,079	62,764,662	3.0%	\$ 62,783,305	\$ 18,643	\$ 7,550,295	\$ 7,568,938
Parks & Recreation	4,553,121	5,425,527	5,420,027	5,468,072	0.9%	5,510,965	42,893	478,162	521,055
Street & Traffic Operations	4,800,608	5,076,756	4,973,765	5,090,088	2.3%	5,059,850	(30,238)	896,671	866,433
Total General Government Funds	\$ 68,855,312	\$ 71,783,959	\$ 71,357,871	\$ 73,322,822	2.8%	\$ 73,354,120	\$ 31,298	\$ 8,925,128	\$ 8,956,425

	2014 Actual Expenditures	2015 Amended Budget	2015 Year-End Estimate	2016 Preliminary Expenditures	2016 vs 2015 Est	2016 Projected Revenue	2016 Use of Reserves	2016 Beginning Fund Balance	2016 Est. Ending Fund Balance
Other Operating/Enterprise									
Economic Development	\$ 430,690	\$ 260,766	\$ 260,394	\$ 198,071	(23.9%)	\$ 183,000	\$ (15,071)	\$ 71,407	\$ 56,336
Community Development	1,449,200	3,373,107	3,327,699	1,431,769	(57.0%)	1,421,193	(10,576)	819,295	808,719
Community Relations	597,230	674,823	649,590	618,913	(4.7%)	666,600	47,687	620,484	668,171
Cemetery	255,443	291,709	288,911	273,542	(5.3%)	262,950	(10,592)	47,315	36,723
Emergency Services	1,291,290	1,312,692	1,305,601	1,407,117	7.8%	1,326,026	(81,091)	202,331	121,240
Public Safety Communications	2,855,158	4,506,862	4,051,457	3,555,870	(12.2%)	3,499,468	(56,402)	440,295	383,893
Police Grants	369,476	475,296	310,036	369,716	19.2%	416,000	46,284	280,700	326,984
Downtown Improvement District	229,831	202,172	202,172	208,993	3.4%	205,340	(3,653)	8,077	4,424
Trolley (Yakima Interurban Lines)	34,721	368,961	271,400	147,046	(45.8%)	73,624	(73,422)	73,909	487
Front St Business Impr Area	5,216	7,000	7,000	6,500	(7.1%)	3,735	(2,765)	2,834	69
Tourist Promotion (Conv Ctr)	1,432,809	1,609,854	1,609,828	1,719,510	6.8%	1,708,800	(10,710)	604,936	594,226
Capitol Theatre	341,978	397,290	406,819	370,497	(8.9%)	364,700	(5,797)	15,690	9,893
PFD Revenue-Convention Center	636,991	748,220	748,220	727,720	(2.7%)	828,750	101,030	493,755	594,785
Tourist Promotion Area	641,422	687,000	667,000	687,000	3.0%	687,000	-	79,626	79,626
PFD Revenue-Capitol Theatre	530,939	640,220	640,208	630,883	(1.5%)	624,800	(6,083)	154,915	148,832
Airport Operating Fund	1,072,890	1,102,006	1,017,848	1,128,985	n/a	1,134,929	5,944	51,520	57,465
Stormwater Operating	2,319,147	3,353,229	2,929,588	2,638,104	(9.9%)	2,151,000	(487,104)	692,147	205,043
Transit	7,789,855	8,615,247	7,927,046	8,368,765	5.6%	8,701,402	332,637	2,850,603	3,183,239
Refuse	5,860,242	5,877,188	5,861,246	6,425,158	9.6%	6,595,262	170,104	249,708	419,812
Wastewater Operating	20,352,602	20,901,186	21,355,700	22,540,390	5.5%	22,102,484	(437,906)	4,935,754	4,497,848
Water Operating	9,020,711	9,347,579	9,054,915	9,373,857	3.5%	8,816,000	(557,857)	3,215,186	2,657,329
Irrigation Operating	1,985,333	1,795,875	1,784,591	1,802,149	1.0%	1,803,540	1,391	873,230	874,622
Equipment Rental	4,621,919	5,697,917	4,691,447	4,705,298	0.3%	4,722,942	17,644	4,290,067	4,307,711
Environmental Fund	77,807	1,007,950	1,444,450	1,247,950	(13.6%)	1,180,000	(67,950)	560,696	492,746
Public Works Administration	1,121,214	1,165,173	1,160,246	1,237,215	6.6%	1,143,324	(93,891)	464,926	371,034
Total Other Operating/Enterprise	\$ 65,324,117	\$ 74,419,324	\$ 71,973,410	\$ 71,821,018	(0.2%)	\$ 70,622,870	\$ (1,198,148)	\$ 22,099,407	\$ 20,901,260

	2014 Actual Expenditures	2015 Amended Budget	2015 Year-End Estimate	2016 Preliminary Expenditures	2016 vs 2015 Est	2016 Projected Revenue	2016 Use of Reserves	2016 Beginning Fund Balance	2016 Est. Ending Fund Balance
Capital Improvement									
Arterial Street	\$ 2,954,476	\$ 2,532,490	\$ 3,102,258	\$ 9,237,025	197.8%	\$ 8,897,841	\$ (339,184)	\$ 1,698,325	\$ 1,359,141
C.B.D. Capital Improvement	119,783	91,000	883,000	2,881,000	226.3%	2,826,220	(54,780)	65,366	10,586
Capitol Theatre Construction	-	190,000	190,000	70,000	n/a	66,641	(3,359)	76,400	73,041
Yakima Rev Development Area	1,228,911	3,500,000	3,155,000	1,500,000	(52.5%)	1,000,000	(500,000)	1,413,747	913,747
Parks & Recreation Capital	82,237	1,962,211	5,830,489	1,569,000	(73.1%)	508,400	(1,060,600)	1,172,735	112,135
Fire Capital	176,082	2,942,501	1,255,787	2,239,976	78.4%	2,242,410	2,434	245,129	247,563
Law & Justice Capital	929,480	702,243	617,704	693,000	12.2%	479,350	(213,650)	514,941	301,291
Public Works Trust Construction	513,639	1,028,084	683,635	999,885	46.3%	802,000	(197,885)	879,107	681,222
REET 2 Capital Construction	772,787	1,572,787	1,177,547	978,250	(16.9%)	802,000	(176,250)	185,891	9,641
Street Capital Fund	16,653,978	900,238	999,242	5,000,000	n/a	5,095,306	95,306	12,626	107,932
Convention Center Capital Impr	288,012	549,790	405,179	385,000	(5.0%)	292,840	(92,160)	500,997	408,837
Cum. Reserve for Capital Impr	5,979,376	3,745,000	1,545,000	765,000	(50.5%)	300,000	(465,000)	1,335,652	870,652
Airport Capital	1,072,241	12,539,721	747,563	11,645,247	1457.8%	11,325,568	(319,679)	798,672	478,993
Stormwater Capital	87,619	2,025,000	225,000	2,400,000	966.7%	700,000	(1,700,000)	2,848,391	1,148,391
Transit Capital Reserve	1,874,766	1,749,000	193,391	4,175,100	2058.9%	3,849,875	(325,225)	3,448,444	3,123,219
Wastewater Facilities Capital Rsv	107,043	600,000	250,000	700,000	180.0%	700,000	-	1,802,515	1,802,515
Wastewater Construction	920,384	3,280,000	170,000	5,710,000	3258.8%	800,000	(4,910,000)	6,786,576	1,876,576
Water Capital	4,169,101	2,670,000	1,276,578	2,050,000	60.6%	1,000,000	(1,050,000)	3,565,125	2,515,125
Wastewater Capital	2,211,238	810,000	550,000	1,380,000	150.9%	2,001,500	621,500	(820,021)	(198,521)
Irrigation Capital	1,184,938	1,567,742	1,467,742	1,342,542	(8.5%)	1,387,060	44,518	1,032,669	1,077,187
Total Capital Improvement	\$ 41,326,092	\$ 44,957,807	\$ 24,725,115	\$ 55,721,025	125.4%	\$ 45,077,011	\$ (10,644,014)	\$ 27,563,285	\$ 16,919,272
Contingency/Operating Reserves									
FRS/Capitol Theatre Reserve	\$ 71,927	\$ 71,927	\$ 71,927	\$ 36,641	(49.1%)	\$ -	\$ (36,641)	\$ 36,641	\$ -
Risk Management	4,035,225	3,643,704	3,951,716	4,814,551	21.8%	4,894,000	79,449	1,305,183	1,384,632
Total Contingency/Operating Rsvs	\$ 4,107,152	\$ 3,715,631	\$ 4,023,643	\$ 4,851,192	20.6%	\$ 4,894,000	\$ 42,808	\$ 1,341,824	\$ 1,384,632

	2014 Actual Expenditures	2015 Amended Budget	2015 Year-End Estimate	2016 Preliminary Expenditures	2016 vs 2015 Est	2016 Projected Revenue	2016 Use of Reserves	2016 Beginning Fund Balance	2016 Est. Ending Fund Balance
Employee Benefit Reserves									
Unemployment Compensation	\$ 155,141	\$ 323,177	\$ 182,977	\$ 227,351	24.3%	\$ 197,000	\$ (30,351)	\$ 449,968	\$ 419,617
Employees Health Benefit	10,254,339	9,745,849	9,860,071	10,388,338	5.4%	10,407,500	19,162	2,106,803	2,125,965
Workers' Compensation	1,345,292	1,241,131	1,302,774	1,311,017	0.6%	1,069,780	(241,237)	666,214	424,977
Wellness/EAP Fund	147,213	174,800	121,800	121,800	0.0%	121,800	-	182,715	182,715
Firemen's Relief & Pension	1,241,643	1,380,282	1,262,907	1,349,628	6.9%	1,324,260	(25,368)	1,005,404	980,036
Total Employee Benefit Reserves	\$ 13,143,629	\$ 12,865,238	\$ 12,730,528	\$ 13,398,134	5.2%	\$ 13,120,340	\$ (277,794)	\$ 4,411,105	\$ 4,133,311
Trust and Agency Funds									
Cemetery Trust	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	0.0%	\$ 21,000	\$ 9,000	\$ 647,022	\$ 656,022
YakCorps Agency Fund	663,046	605,777	605,777	605,777	0.0%	605,777	-	101,689	101,689
Total Trust and Agency Funds	\$ 675,046	\$ 617,777	\$ 617,777	\$ 617,777	0.0%	\$ 626,777	\$ 9,000	\$ 748,711	\$ 757,711
Debt Service									
L.I.D. Guaranty	\$ -	\$ -	\$ -	\$ -	n/a	\$ 50	\$ 50	\$ 25,314	\$ 25,364
PFD Debt Service	1,015,650	1,026,050	1,026,050	1,024,025	(0.2%)	1,026,103	2,078	163,591	165,669
General Obligation Bonds	2,085,427	3,438,379	3,438,379	3,736,939	8.7%	3,740,989	4,050	77,258	81,308
L.I.D. Debt Service	106,743	245,000	75,000	48,000	(36.0%)	48,000	-	15	15
Water-Irrigation/Sewer Bonds	2,292,268	2,132,155	2,132,155	2,129,054	(0.1%)	2,131,180	2,126	2,019,340	2,021,466
Total Debt Service	\$ 5,500,087	\$ 6,841,584	\$ 6,671,584	\$ 6,938,018	4.0%	\$ 6,946,322	\$ 8,304	\$ 2,285,518	\$ 2,293,822
Total City Budget	\$ 198,931,435	\$ 215,201,319	\$ 192,099,928	\$ 226,669,986	18.0%	\$ 214,641,440	\$ (12,028,546)	\$ 67,374,978	\$ 55,346,432



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 7.
For Meeting of: October 27, 2015

ITEM TITLE: City Manager recruitment process
SUBMITTED BY: Cally Price, Assistant to the City Manager

SUMMARY EXPLANATION:
See attached.

Resolution:
Other (Specify):
Contract:
Start Date:
Item Budgeted:
Funding Source/Fiscal Impact:
Strategic Priority:
Insurance Required? No
Mail to:
Phone:

Ordinance:

Contract Term:
End Date:
Amount:

**APPROVED FOR
SUBMITTAL:**

City Manager

RECOMMENDATION:

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> memo	10/23/2015	Cover Memo
<input type="checkbox"/> attachments	10/23/2015	Cover Memo

MEMORANDUM

To: Honorable Mayor and members of the Yakima City Council

From: Cally Price, Assistant to the City Manager

Date: October 23, 2015

RE: City Manager recruitment process (Updated)

Recruiting and selecting a City Manager is one of the most important responsibilities of a City Council. It requires careful planning, astute evaluation of candidates, and a clear understanding of what the City Council and community are looking for in a new City Manager. Key steps in a successful recruitment and selection process include:

1. Develop a well-organized recruitment and selection process

- a. Create a joint City Manager Recruitment Committee consisting of reelected members and new City Council members immediately after the November 3 election. Under Washington State law, where a committee is created by the City Council, the members of the committee are designated by the City Council, and the committee is given a specific task or topic to consider and discuss, this will be considered to be a committee acting on behalf of the City Council. As such, the meetings of the committee will be subject to the Open Public Meetings Act.
- b. Decide whether to use the City's Human Resources Department or outside executive recruitment firm to conduct the City Manager search.
- c. If an outside executive recruitment firm option is selected, assume about 45 days to identify and solicit firms (sample list attached), interview firms and select a firm. The typical cost for the recruitment process ranges between \$20,000 and \$30,000 and includes travel expenses. If an executive recruitment firm is selected, it normally takes approximately 90 days to complete the recruitment process. Most firms will conduct free replacement searches if the selected candidate leaves or is terminated within two years of their selection.
- d. Define what criteria the City Council, staff, and community are looking for in a city manager in terms of skills, abilities, experience, values, etc.
- e. Prepare a profile of Yakima, strategic issues, challenges, opportunities, compensation and key recruitment timeline. Place profile on leading City Manager recruitment sites.

- f. Confidentiality is an important consideration in any recruitment. Applicants are concerned about premature disclosure of their interest being made public. Applicants expect confidentiality until they are named as a finalist. Applicants must be assured of this confidentiality or you will lose good applicants. When a group of finalists is selected these individuals should be notified prior to conducting background checks and contacting their present employer. (Under the Open Public Meetings Act, the City Council may meet in executive session to discuss the qualifications of applicants for public employment. Any final decision designating “finalists,” and the decision selecting the new city manager, must be made in open session.)
- g. Once the deadline for submitting resumes has passed, typically 30 days after advertising the position, the Committee can select one of the following review options.
- Each member of the Committee will be given two weeks to review all resumes and recommend those who should receive further consideration. The Committee can then group the “common” top 10-15 choices together to determine what candidates to consider and conduct background checks on.
 - Have the search firm, if retained, narrow the application field down to 10-15 semifinalists which the Committee can further reduce to a manageable finalist group of five to seven. A thorough vetting of the finalists should be conducted, including criminal and civil records and education verification.

Resumes should be evaluated against the criteria for the position that were developed at the outset of the recruiting process. Here are some items for consideration.

- Has the applicant had experience working in a local government of comparable size?
- Has the applicant had experience with the variety of services delivered by the City? Has the experience been comparable in terms of budget size and number of employees?
- Has the applicant worked in a similar geographic area? Is the applicant likely to be comfortable in a rural or urban setting and familiar with the usual problems faced by the City?
- What specific responsibilities has the applicant had, and what has the applicant accomplished? How does this compare with the objectives and priorities of the City?
- Has the applicant had broad administrative and supervisory authority, or has the experience of the applicant been limited to research or administering activities in specialized areas?

- Has the applicant worked directly with local government in the past? Does the applicant have experience working with citizen and other groups?
 - What is the employment history of the applicant? Does it suggest a pattern of broad experience and increasing responsibility? Does the applicant have good tenure with each employer, or is there a pattern of frequent movement from one position to another?
- h. Final interviews should include community and employee panels, in addition to a group City Council interview and individual City Council interviews with each of the finalists. Council will need to determine a policy on travel, hotel, and meal reimbursement for finalists and whether or not it will cover expenses for a spouse/partner to join them.
- i. Make a final selection and if agreed, negotiate a contract with the selected candidate. Key items should include:
- Salary and benefits
 - Moving expense allowance
 - Temporary housing assistance
 - Additional visit(s) to search for a home

2. Name an interim manager

- a. It is critical to clarify who will be responsible for managing the affairs of the City upon the departure of the existing City Manager. The existing City Council, in consultation with the newly elected Council members, should decide to either appoint an existing City staff member with City Council experience and knowledge of key issues and projects, or retain the services of a retired City Manager to manage the City until a permanent City Manager is appointed.

If there is any additional information you need, or if I can be of any assistance during this process, please let me know.

Encl. Typical recruitment timelines
 2011 Executive Recruitment Services request for proposals
 Recent recruitment profiles
 List of possible recruiting firms

Typical recruitment timelines

Executive search firm timeline

- Solicit, interview and retain search firm 4-6 weeks
- Recruitment organization 2 weeks
 - Kick off meeting
 - Develop candidate profile
 - Advertising plan
- Recruitment 4 weeks
- Screening/preliminary interviews 3 weeks
 - Review resumes
 - Conduct 10-15 preliminary interviews
 - Reference and background checks
 - Identify 5-7 finalists
- Final interviews / selection 2 weeks

Internal recruitment timeline

- Conduct candidate steering committee meeting to review/approve process and schedule (1 week)
- Draft recruitment brochure and select advertising placement (2-3 weeks)
- Recruitment brochure printed and advertising placed (2-3 weeks)
- Closing date for recruitment (1 week)
- Screen resumes (1 week)
- Determine finalists (1-2 weeks)
- Conduct background checks (1-2 weeks)
- Schedule finalist interviews (1 week)
- Candidate selection (1 week)
- Contract negotiations conducted/completed (1 week)

**CITY OF YAKIMA REQUEST FOR
EXECUTIVE RECRUITMENT SERVICES – CITY MANAGER**

PURPOSE OF REQUEST

The City of Yakima, Washington is requesting proposals from qualified executive recruitment consultants to conduct a search leading to the selection of a new City Manager.

Yakima is a First Class city and operates under the Council/Manager form of government, with a seven member City Council, and a Council-elected Mayor. Yakima currently employs approximately 700 FTE's, and operates with an annual budget of \$193 million.

SCOPE OF SERVICES

The consultant will be responsible for providing the following services to the City:

1. Conduct Review of current job description, and salary and benefit package to determine job requirements and compensations are commensurate with organization.
2. Develop a recruiting specification, in conjunction with a Yakima City Council recruitment committee and/or the full Council, and other key individuals selected by the City that addresses the specific duties, responsibilities, operational issues, education and training, leadership qualities, and other factors that are relevant to the City Manager.
3. Coordinate all stages of the process with the full City Council and other parties as designated by City Council.
4. Assist Council in the involvement of other key stakeholders in the process.
5. Translate the City Council's requirements into a detailed recruitment brochure, to encompass a nation-wide search, with recruiting activities including targeted mailings, selected advertising, networking and direct inquiries, and use of consultant's knowledge of candidates from other searches.
6. Assist the City Council in screening the initial pool of applicants to an appropriate number of semi-finalists. Provide the Council with summary reports on all semi-finalists and respond to Council questions.
7. Work with the City Council to narrow the semi-finalist group to finalist candidates, to determine an appropriate interview process, and to discuss preliminary terms of an employment agreement.
8. Conduct in-depth interviews, detailed background investigations, and verify references and credentials of finalists. Prepare a detailed report on each finalist. Assist the City Council with their candidate interviews.
9. Coordinate and/or conduct any additional assessments and background investigations as directed by the City Council. This could include a site visit to the workplace of finalist candidates to speak to references and other relevant individuals' in-person.
10. Assist the City in the negotiation of an employment agreement with the final candidates, as directed by the City Council and coordinated with Human Resources and the City Legal Department.
11. Consultant will provide General and Professional Insurance at \$1 million each.

INSTRUCTIONS FOR PROPOSERS

Proposers are asked to respond to the following items in the sequence presented.

1. **Qualifications.** Describe the background, public sector experience, and executive search capabilities of your firm. Please give specific information regarding your qualifications to conduct City Manager search in cities of similar size and complexity to Yakima. As part of this, provide specific examples of recent similar searches, jurisdiction contact information and the total cost (i.e. fees plus all other billables or reimbursable expenses) of each search.
2. **Scope of Services.** Provide a scope of services and a proposed outline of tasks, products, and project schedule.
3. **Consulting Staff.** Name the principal or project manager in the firm who will have direct and continued responsibility for the services provided to the City. Include the resume of the project manager, and their specific experience relative to this type of recruitment. Identify other key personnel and their roles. Identify any sub-consultants and the work to be assigned.
4. **References.** Provide a list of at least five (5) clients who can verify your firm's ability to provide the scope of services requested. References from Mayors and City Council members in cities of similar size and complexity who have recently hired City Managers are strongly preferred.
5. **Cost.** Provide a cost proposal for the overall recruitment and selection process. The proposal should clearly delineate a fixed cost (fee) for the project, as well as a description and delineation of any other reimbursable expenses expected to be submitted, which are not part of the fees (i.e., advertising, copying, consultant travel, applicant travel, etc.). Actual fees will be based on the final negotiated contract.
6. **Approach.** Provide a general statement, based on experience, as to how the firm would approach the process, including estimated timelines, and how they would involve stakeholders and work together with the City Council towards final appointment of the successful candidate. Include key milestones, deliverables, and "intersection points" with the City during the recruitment. City Council meeting dates (the 1st and 3rd Tuesdays of each month) should be incorporated into the time frames for reporting purposes.
7. **Sample Materials.** Samples of recruiting specifications, community profiles, recruitment brochures, invitee letters, announcements, etc. are desired.

SUBMISSION OF PROPOSALS

One original proposal, with four (4) complete copies, shall be sealed and must be delivered no later than 5:00 p.m., February 28, 2011 to:

Jeffrey R. Cutter
City Attorney
City of Yakima Legal Department
200 South Third Street, 2nd Floor
Yakima, WA 98901-2830

Phone: (509) 575-6030
Email: jcutter@ci.yakima.wa.us

Except for inquiries to City Attorney Jeffrey R. Cutter, the City requests that respondents to this request not contact City staff and/or members of the Yakima City Council during this process.

Public Disclosure: Proposals shall become the property of the City. All proposals shall be deemed a public record as defined in RCW 42.56, the Chapter in the Revised Code of Washington on "Public Records".



CITY OF WALNUT CREEK, CA

INVITES YOUR
INTEREST IN
THE POSITION OF

CITY MANAGER



**BOB MURRAY
& ASSOCIATES**
EXPERTS IN EXECUTIVE SEARCH

Its ideal location
in the heart of Contra Costa
County has contributed to Walnut
Creek's reputation as the
commercial, cultural and
recreational hub of
the region.

THE COMMUNITY

Walnut Creek is a thriving suburban community located 25 miles east of San Francisco. Its 66,000 residents enjoy an exceptional quality of life that has become a hallmark of the city.

Walnut Creek is a three-hour drive to Lake Tahoe and Yosemite, two hours from Monterey-Carmel, and only one hour from the Napa wine country. Its ideal location in the heart of Contra Costa County has contributed to Walnut Creek's reputation as the commercial, cultural and recreational hub of the region.

Once honored by the U.S. Conference of Mayors as "the most livable small city" in the United States, Walnut Creek has been recently recognized by U.S. News and World Report as one of the ten best cities in the U.S. in which to retire, and its variety of restaurants has been recognized as one of the ten undiscovered gems of dining in the U.S.

Walnut Creek is nationally known for its commitment to the arts, for its internationally recognized aquatics programs, and for the quality of its urban planning. Its 49-year-old Civic Arts Education program is considered the finest of its kind in Northern California. The City-owned and operated Leshner Center for the Arts, opened in 1990, attracts 300,000 patrons annually to performances and events in three theaters, as well as to the award-winning Bedford Gallery.

Walnut Creek is proud of its longtime environmental commitment. The City owns more than 2,700 acres of public open space that maintains a unique and favorable balance between man-made development and the natural environs. The nationally renowned Lindsay Wildlife Museum makes its home in Walnut Creek. The successful effort to save the foothills of nearby Mount Diablo began in Walnut Creek more than 40 years ago.

The City's leisure services program offers residents of all ages a remarkable range of recreational opportunities: two swim centers, two community gymnasiums, tennis courts, softball and soccer fields, an 18-hole municipal golf course, parks and an equestrian center.

The City is strongly committed to life-long learning and cultural engagement. A new, 42,000-square-foot downtown library is scheduled to open in July 2010 and will add to the vibrancy of downtown and strengthen Walnut Creek as the pre-eminent destination in the East Bay.

Walnut Creek's historic downtown has bloomed to include more than 80 restaurants and hundreds of retail stores and shops. The local economy is further strengthened by the presence of the upscale Broadway Plaza outdoor



mall, anchored by Macy's, Nordstrom, a soon-to-open Neiman Marcus and a host of other locally serving shops and boutiques. The City hosts several automobile dealerships, including Mercedes Benz, Honda, Toyota, Volkswagen, Cadillac, Jaguar, Smart Car and Vespa.

The City is also home to the U.S. Joint Genome Institute, Varian, major health care facilities (John Muir Medical and Kaiser Permanente) and numerous other businesses in the Shadelands Business Park and in the downtown area.

Excellent public schools are part of Walnut Creek's appeal. Nearby are the University of California at Berkeley, St. Mary's College and California State University—East Bay. In addition, a variety of other colleges in and around Walnut Creek offer adults rich alternatives for continuing education.

The City's website, www.walnut-creek.org, offers additional information.

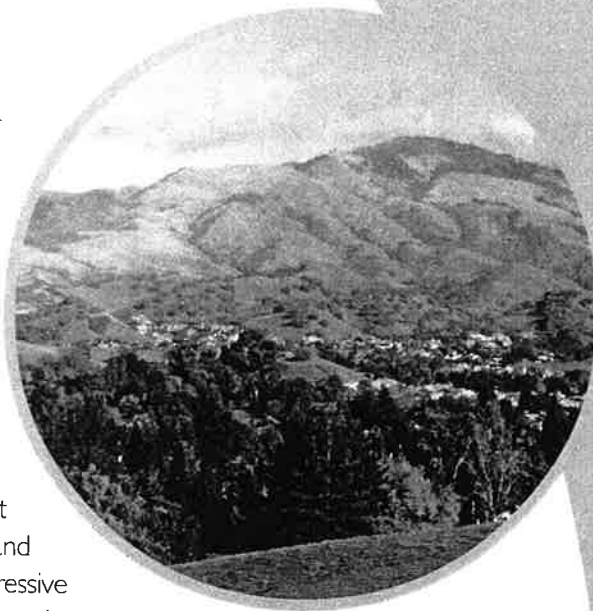
THE ORGANIZATION

Incorporated in 1914, the City of Walnut Creek is a California general law city with a Council/Manager form of government. Council members serve staggered four-year terms. The position of Mayor is rotated annually among the five council members. The Council sets policy, approves budgets and enacts local ordinances.

In 1978, Walnut Creek became one of the first cities in the nation to adopt a two-year fiscal budget. The two-year budget cycle, occurring in the spring of even-numbered years, permits the Council to devote more time to other municipal matters and allows for improved long-term fiscal planning. The City has a 2008-2010 operating budget

of \$66 million. City departments include Administrative Services; Community Development; Arts, Recreation and Community Services; Police and Public Services.

The City, working in partnership with the community, is committed to enhancing quality of life by creating a positive environment; a vibrant local economy to enhance and sustain fiscal stability; and a progressive workplace where dedicated employees make a difference.



OPPORTUNITIES AND CHALLENGES

Walnut Creek is a healthy, well-managed City that offers residents an unparalleled quality of life and encourages citizen involvement in municipal decisions. The City seeks to maintain this quality of life by encouraging a balanced approach vis-à-vis downtown, businesses, community, open space, parks, schools and high-quality neighborhoods.

For 40 years the City grew and prospered into the vibrant urban center that it is. It now faces significant challenges typical of other California communities.

The mainstay of City funding has been retail sales and property taxes. Combined, these two revenue sources produced two thirds of general fund revenues. Even before the current economic downturn, retail sales growth was flattening, and, in the last two years, Walnut Creek, like most cities, has watched sales and property taxes decline substantially while the costs of doing business continue to increase. Initial efforts to balance its budget included not filling vacant positions, deferring salary adjustments, instituting furloughs and curtailing capital projects. To maintain its premier status, the City recognizes that more action is needed, and economic development efforts must be intensified and expanded.

Given the economic slide, the City faces a \$20 million (15% of general fund expenditures) revenue shortfall for 2010-12. Business as usual is clearly not sustainable. Significant steps are necessary to close the gap and will most likely include service and staff reductions, compensation adjustments, and a reduction in benefit costs including pensions and health care. The actions necessary portend a new and different organization with different modes of service delivery emerging over the next several years. The Council must adopt a balanced 2010-12 budget by June 30.

With the retirement of the current city manager, the City seeks a city manager who will collaborate with council, staff and the community to craft a new vision for Walnut Creek that will guide the organization over the next 20 years.

THE IDEAL CANDIDATE

With the retirement of the current city manager, the City seeks a city manager who will collaborate with council, staff and the community to craft a new vision for Walnut Creek that will guide the organization over the next 20 years. The successful candidate will possess a combination of experience and qualifications in the following areas:

- Financial planning and management
- Development of new revenue models
- Implementation of alternative service delivery programs
- Economic development

The new City Manager must be one who:

- Possesses strong leadership skills
- Delegates effectively and holds people accountable
- Is a collaborative leader who is open and accessible, an active listener and a coach and mentor
- Is a visionary with experience helping council members, staff, stakeholders and the community create a longer term vision and then moving through the change process
- Can balance highly valued competing interests and build consensus and partnerships
- Supports and values city services and community development that are sustainable
- Is a problem-solver who approaches issues with an open perspective

- Understands council's role in policy development but will work actively with council in developing such policies
- Is willing to make a long-term commitment to the City, views the position as a "cause" not a job and sees this position as the defining job of his/her career
- Is intuitive and flexible and has a sense of humor

A Bachelor's degree in public administration, business administration or a related field is required; a Master's degree is highly desirable. The selected candidate should have previous experience as a City Manager or Assistant City Manager for a vibrant city. Additionally, the Council seeks candidates who are willing to make a career commitment to Walnut Creek.

THE COMPENSATION

The City Manager's salary will be determined based on qualifications and experience. The current City benefits package for management employees includes the following:

Retirement – PERS 2% at 55, single highest year. City currently pays a portion of the employee contribution. ICMA-RC 401 and 457 plans available. The City does not participate in Social Security.

Medical, Dental and Vision Insurance – Employees can choose from three medical plans: Kaiser (HMO), Blue Shield (HMO) or Blue Shield (PPO.) The City pays a major share of the Kaiser family rate. Unused medical premiums up to 70% of the Kaiser, single-party rate may be redirected into a deferred compensation plan. The City pays 100% of family dental insurance and a VSP family vision plan.

Life Insurance – Two times annual salary up to a maximum of \$86,000 with an employee option to purchase additional amounts.

General Leave (covering vacation and sick leave) – Accrue 20-32 days annually based on years of service.

Administrative Leave – Up to 96 hours annually.

Holidays – 12 paid holidays.

Vehicle Allowance – Negotiable.

Professional Development Support – Membership in ICMA and other appropriate professional development support available.

Housing and Relocation Assistance – Negotiable.



TO APPLY

If you are interested in this outstanding opportunity, please visit our website at www.bobmurrayassoc.com to apply online.

Filing Deadline:
July 1, 2010

Following the closing date, resumes will be screened according to the qualifications outlined above. The most qualified candidates will be invited to personal interviews with Bob Murray and Associates. A select group of candidates will be asked to provide references once it is anticipated that they may be recommended as finalists. References will be contacted only following candidate approval. Finalist interviews will be held with the City of Walnut Creek. Candidates will be advised of the status of the recruitment following selection of the City Manager.

If you have any questions, please do not hesitate to call Mr. Bob Murray at:

(916) 784-9080.

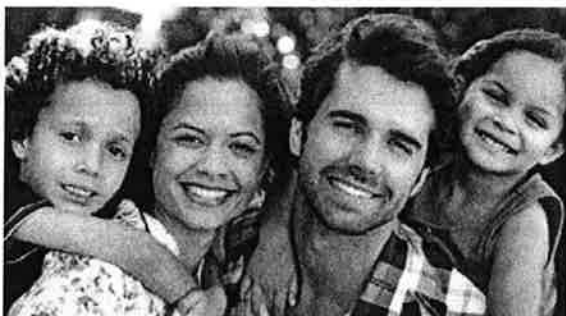


**BOB MURRAY
& ASSOCIATES**
EXPERTS IN EXECUTIVE SEARCH



WATSONVILLE

C A L I F O R N I A



invites your
interest in the
position of

**CITY
MANAGER**

Outstanding Career Opportunity

The City of Watsonville City Council is conducting a nationwide search for highly qualified candidates to serve as the City Manager of this diverse and beautiful California central coast community. Top contenders will have strong leadership characteristics, an engaging personal style, and a track record of success in financial management and economic development.

The City of Watsonville

Watsonville, California is located in beautiful Santa Cruz County, five miles inland from the scenic Monterey Bay. The City has a total population of 52,508 and a land area of nearly 6.2 square miles. The community is located just 26 miles from world famous Monterey, with its beautiful waterfront and scenic golf courses. Watsonville is also only 18 miles south of Santa Cruz, home to the University of California and its iconic waterfront area.

The south Santa Cruz County region of Watsonville and the Pajaro Valley boast pristine beaches and a Mediterranean climate. There are miles of trails around the wetlands of Watsonville. Adjacent to Watsonville, the Elkhorn Slough National Estuarine Reserve is one of California's last undisturbed coastal wetlands and provides numerous

Historic Downtown Watsonville is the heart of Watsonville. It hosts an eclectic mix of old and new, where burgeoning local shop owners and national retailers share charming sidewalks, pocket parks, and historic facades. Downtown Watsonville is home to a number of historic houses and commercial buildings designed by the famous Victorian Era architect, William Weeks. The larger buildings lining Main Street, constructed in the late 1800's and early 1900's, give downtown a traditional "Main Street USA" character.

Nearly 80 percent of the population in Watsonville is Latino. Watsonville ranks as the 21st largest Hispanic market in the United States. Watsonville is also a young town, with almost 34 percent of its population under 18 years of age.

The Pajaro Valley Unified School District provides K-12 education in Watsonville. The District provides educational programs throughout the region at sixteen elementary schools, six middle schools, three high schools, five charter schools, seventeen children's centers, a continuation high school, an adult education school, and two alternative schools.

Watsonville is also served by several nearby institutions of higher learning, including the University of California, Santa Cruz; California State University, Monterey Bay; Cabrillo Community College; and Hartnell Community College.



opportunities for spectacular year-round hiking and bird watching. Within Watsonville, the City Parks and Community Services Department operates 28 beautiful and well maintained parks on 184 acres, utilized for both active recreational and leisure activities. The community has a variety of opportunities for outdoor activities, including hiking, bicycling, and water sports.

Watsonville has a long tradition as an agricultural center. In the late 1800s, the area harvested staples such as wheat and sugar beets. In 1868, Martinelli's Sparkling Apple Cider was founded and led the change for Watsonville to become a major food processing center. Agriculture has remained the heart of the Pajaro Valley through today, with the base shifting towards the production of strawberries, apples, and flowers.

Over the last several years, several light manufacturing firms have expanded Watsonville's economic base to include electronics, high-tech, marine supplies, and construction. Economic conditions in Watsonville are heavily influenced by agriculture and its role as an affordable housing alternative to more expensive housing in Santa Cruz and Monterey Counties.

The City Government

The City of Watsonville was incorporated in 1868 and operates under a locally approved City Charter. The Charter, first adopted in 1908, provides for a Council-Manager form of government.

The City Council is elected on a non-partisan basis from seven electoral districts. Council members are elected to four-year terms. Selections are staggered with four Council Members elected during one election and three Council Members elected in the following election two years later. The Mayor and Mayor Pro Tempore positions are rotated annually by Council District pursuant to a recently adopted Charter amendment. Council elections are held in even years in conjunction with State-wide general elections.

Watsonville is an engaged community with active public participation from all segments of the City. The City Council is served by several citizen advisory bodies, including the Planning Commission, Personnel Commission, Parks and Recreation Commission, and Library Board of Trustees.

The City Council appoints three positions: the City Manager, City Attorney, and City Clerk. The City Manager serves as the chief executive officer of the City and is responsible to the Council for the proper administration of all City affairs and the implementation of all policies established by the City Council. All department heads are appointed by the City Manager. The City Attorney serves as the Council's chief legal advisor, as well as providing day-to-day legal advice to all departments of the City. The City Clerk maintains all official records of the City government, and is responsible for the proper conduct of City elections.

The City of Watsonville is slowly recovering from the major recession that impacted the entire nation. The lingering impacts of the recession can be seen in a higher unemployment rate when compared to the rest of Santa Cruz County and the State. Property values continue to recover, but have not yet reached the levels seen before the beginning of the recession.

The Watsonville is a full service city, providing public safety, public works, parks and community services, library, and planning services. The City also has several enterprise operations, including a municipal airport, solid waste, water, and wastewater. The City employs 360 full-time positions.

The City of Watsonville's total budget in fiscal year 2014-15 is \$105 million, with a nearly \$35 million General Fund. At the end of fiscal year 2014, the General Fund had \$3.66 million in reserves. The City continues to suffer from the effects of the "Great Recession," and, as a result, most employees have been subject to a 10% reduced work week with all administrative offices closed every Friday for the last six years. However, as of January 1, 2016, regular work weeks of 40 hours will be restored for all employees. In June 2014, Watsonville voters approved an increase to the City's portion of the retail sales tax. The $\frac{1}{2}$ of one percent increase raised the total sales tax paid by Watsonville residents from 8.5 percent to 9.0 percent and will be used to provide additional funding for the Police and Fire Departments. The additional tax levy will generate approximately \$2.8 million annually.

This opportunity has been created by the departure of Carlos Palacios, who served as City Manager for over 18 years. Mr. Palacios resigned to become Deputy County Administrator of Santa Cruz County.

Opportunities and Challenges

Some of the top strategic focus areas and goals for the City are as follows:

Protect Public Safety – Improve the community's sense of well-being and security by enhancing public safety and social services, improving public facilities, and working with other governmental partners and stakeholders.

Economic Development – Improve the City's overall economic environment and increase the average wages of Watsonville citizens by capitalizing on the City's key strengths, which include its agricultural and food processing history, its municipal airport, the availability of a large and diverse workforce, and the entrepreneurial atmosphere created by two major universities located nearby.

Fiscal Sustainability – Improve the City's overall financial situation while maintaining a balanced operating budget and adequate capital improvement plan. Review all City operations to ensure the City operates efficiently while planning for the long-term maintenance and capital needs of the community.

Community Character – Maintain the City's small town community charm that respects the City's historical heritage and cultural diversity. Foster a neighborhood friendly ambience and encourage the prosperity of local businesses and visitor services.

Organizational Effectiveness – Foster an attitude of outstanding customer service and infrastructure maintenance that meets the expectations of the community.

Communications – Enhance and improve the City's comprehensive communications plan that accommodates the multi-lingual and cultural constituency of the City. Promote a culture of transparency and confidence in Watsonville City government.



Management Style and Personality Traits

The City of Watsonville is a culturally diverse community that is challenged by high unemployment and untapped potential for broader economic development. The City is served by a dedicated City Council and a competent and experienced City staff that is committed to the City's future success.

The City of Watsonville is looking for a candidate who will thrive in this environment and provide effective leadership to the organization.

- The successful candidate will be a proven leader with a passion for public service and an ability to help the City Council reach consensus on establishing and achieving the goals of the community.
- The successful candidate will have strong budget and financial management skills in order to assist the City Council and executive management team in improving the City's overall financial condition.
- The successful candidate will have the ability to work with a variety of stakeholders and business interests in order to address community issues. While serving in this facilitation role, he/she will also respect the role of the Council to ultimately make the important decisions for the community.
- The new City Manager will need to be a hands-on leader, who engages directly to solve the challenges the community faces. This person should have strong communication, organizational, and time management skills, and be able to manage multiple projects and priorities.
- The new City Manager should have high ethical standards and integrity, and serve as a role model for the rest of the City organization.

Education and Experience

Candidates should have a Bachelor's degree from an accredited college or university. A Master's degree in public or business administration is desirable. Hands-on experience as a city manager or as an assistant city manager in a community of similar size and complexity to Watsonville is highly desirable.

Desirable skills and experience include strong budget and finance skills, experience working in a culturally diverse community, experience in developing and implementing a comprehensive economic development strategy, and the ability to communicate clearly and concisely both orally and in written form.

The City Council is seeking a candidate who is willing to make a long-term commitment to the community for a period of at least five years.

Compensation

The salary for this position will be dependent upon the successful candidate's experience and qualifications. The prior incumbent's salary was \$201,762 per year. In addition, the City provides the following benefits:

Retirement – 2% @ 60 (classic member) CalPERS retirement with 7% employee contribution. If not in the CalPERS retirement system, 2% @ 62. City employees also participate in Social Security.

Vacation – Up to 20 days annually, based upon length of service.

Administrative Leave – 11 days annually.

Sick Leave – 15 days annually.

Holidays – The City presently recognizes 13 regular holidays annually, plus one floating holiday.

Insurance – The City provides an excellent benefit package including employee medical, dental, vision, and long-term disability.

Life Insurance – \$50,000 of coverage.

How to Apply

This recruitment will be handled with strict confidentiality. References will not be contacted until mutual interest has been established. This recruitment closes on September 4, 2015. Review and evaluation of candidates will be done upon receipt of completed materials. Electronic submittals are strongly preferred and should include the following:

- Cover letter;
- Comprehensive resume;
- Salary history; and
- Five (5) professional references.

Electronic submittals should be sent via email to:

apply@ralphandersen.com

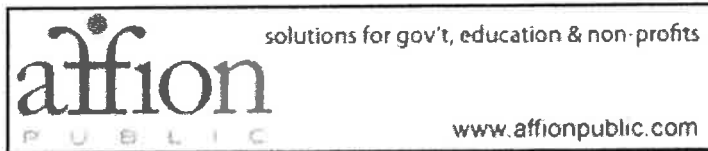
Top candidates may be asked to complete a supplemental questionnaire to elaborate on areas of expertise and demonstrate their ability to communicate effectively.

Confidential inquiries are welcomed to Mr. Jim Armstrong at (916) 630-4900.

The City of Watsonville is an Equal Opportunity Employer

Executive Search Firms

A listing of Executive Search Firms specializing in the government sector. This list is for information purposes only. GovtJobs.com is not affiliated with any of the firms listed below.



Affion Public

20 North 2nd Street, Suite 200
Harrisburg, PA 17101
717.214.4922
888.321.4922 (toll-free)



Alliance Resource Consulting

400 Oceangate, Suite 510
Long Beach, CA 90802
(562) 901-0769
Fax: (562) 901-3082
Email: info@allianceRC.com



Ralph Anderson & Associates

5800 Stanford Ranch Road, Suite 410
Rocklin, CA 95765
(916) 630-4900
Fax: (916) 630-4911
Email: info@ralphandersen.com



Since 1981, Avery Associates builds relationships.

www.averyassoc.net

William Avery & Associates, Inc.

3-1/2 N. Santa Cruz Avenue, Suite A

Los Gatos, CA 95030

(408) 399-4424

Fax: (408) 399-4423

E-mail: jobs@averyassoc.net

**Colin Baenziger
& Associates**

Serving Clients Nationally with a Personal Touch

Colin Baenziger & Associates

12970 Dartford Trail, Suite 8

Wellington, FL 33414

(561) 707-3537

Fax: (561) 792-2137

Email: Colin@cb-asso.com

CPS HR CONSULTING

CPS HR Consulting

241 Lathrop Way

Sacramento, CA 95815

(916) 263-1401

Fax: (916) 561-7205

Email: resumes@cpsshr.us



www.koffassociates.com

KOFF & ASSOCIATES, INC.

Human Resources Consulting Since 1984

Koff & Associates, Inc.

5400 Hollis Street, Suite 5

Emeryville, CA 94608

(510) 658-5633

Fax: (510) 652-5633

Email: gkrammer@koffassociates.com

The Mercer Group, Inc.

*Exceptional quality management consulting for
the Public and Private Sectors*

www.mercergroupinc.com

The Mercer Group, Inc.

5579B Chamblee Dunwoody Road, Suite 511

Atlanta, GA 30338

(770) 551-0403

Fax: (770) 399-9749

Email: mercero@mindspring.com



Bob Murray & Associates

1677 Eureka Road, Suite 202

Roseville, CA 95661

(916) 784-9080

Fax: (916) 784-1985

Email: apply@bobmurrayassoc.com

PROTHMAN

The Prothman Company

371 NE Gilman Blvd., Suite 350

Issaquah, WA 98027

206.368.0050

Fax: 425.270.3496

Email: info@prothman.com

Roberts Consulting Group, Inc.

PO Box 16692

Beverly Hills, CA 90209

(818) 783-7752

Fax: (818) 783-6377

Email: robertsrcg@msn.com

Slavin Management Consultants, Inc.

3040 Holcomb Bridge Road, Suite A-1

Norcross, GA 30071-1357

(770) 449-4656

Fax: (770) 416-0848

Email: slavin@bellsouth.net



Springsted Incorporated

Corporate Headquarters

85 Seventh Place East, Suite 100

Saint Paul, MN 55101-2887

(651) 223-3000

Fax: (651) 223-3002

Email: advisors@springsted.com



Voorhees Associates LLC

500 Lake Cook Road, Suite 350

Deerfield, IL 60015

847-580-4246

Fax: 866-401-3100

Email: info@voorheesassociates.com



The Waters-Oldani Executive Recruitment

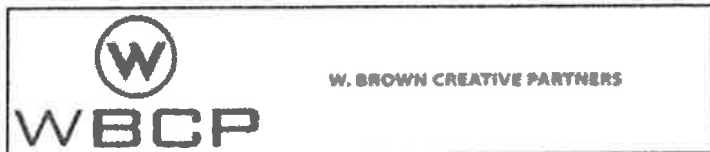
5050 Quorum, Suite 625

Dallas, TX 75254

(800) 899-1669

Fax: (972) 481-1951

Email: search@watersconsulting.com



WBCP – W. Brown Creative Partners

2691 Elliott Avenue

Medford OR 97501

(541) 858-0376

Fax: (866) 224-1423

Email: wendi@wbrowncreative.com



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 10.
For Meeting of: October 27, 2015

ITEM TITLE: Council General Information
SUBMITTED BY: Sonya Claar Tee, City Clerk

SUMMARY EXPLANATION:

1. Preliminary Council Agenda
2. City Meeting Schedule
3. Preliminary Future Activities Calendar

Resolution:

Ordinance:

Other (Specify):

Contract:

Contract Term:

Start Date:

End Date:

Item Budgeted:

Amount:

Funding Source/Fiscal Impact:

Strategic Priority:

Insurance Required? No

Mail to:

Phone:

**APPROVED FOR
SUBMITTAL:**

City Manager

RECOMMENDATION:

ATTACHMENTS:

Description	Upload Date	Type
info	10/23/2015	Cover Memo



DRAFT

**YAKIMA CITY COUNCIL
November 3, 2015
City Hall – Council Chambers
6 p.m. Business Meeting; 6:30 Public Hearings**

BUSINESS MEETING

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Open Discussions for the Good of the Order**
 - A. Presentations / Recognitions / Introductions
 - i. Water Treatment Plant Awarded Department of Health Top Ops Silver Certificate
 - ii. Presentation of Annual Historic Preservation Awards for 2015
 - iii. Recognition of 35 Years of Service for Steve Martinez and 25 Years of Service for Emilio Lopez
 - iv. Central Washington State Fair third quarter report
 - v. Yakima River Basin Integrated Plan Status Report and a Support Request--fifteen minute presentation with PowerPoint
 - B. Appointments to Boards, Commissions and Council Committees
 - i. Council Nominating Committee recommendations for appointment
- 4. Council Reports**
- 5. Consent Agenda**

Items listed are considered routine by the City Council and will be enacted by one motion without discussion. A citizen or Council member may request to remove an item from the Consent Agenda and, if approved, it will be placed on the regular agenda for discussion and consideration.

- A. Set date of November 17, 2015 for a public hearing on: A. proposed 2016 Revenue and Expenditure Budget for the City of Yakima with a second public hearing on December 1, 2015; and B. 2016 Ad Valorem (Property) Tax
- B. Resolution authorizing a contract with East Valley Fire District # 4 for SunComm dispatch services
- C. Resolution authorizing a contract with Yakima Habitat for Humanity for the sum of \$45,000 to purchase lot and construct one (1) single family home to be sold to qualified first time homeowners at 1420 Cherry Ave
- D. Resolution accepting and authorizing the City of Yakima's 2016 assessment from the

Yakima Valley Conference of Governments

- E. Resolution authorizing a grant agreement with the Washington State Office of Public Defense to support indigent defense expenses
- F. Resolution authorizing an interlocal agreement with the Yakima School District No. 7 for School Resource Officers for the 2015-2016 school year
- G. Resolution authorizing annual renewal of the City Manager's authority to resolve and settle any claims against or by the City of Yakima in an amount of \$100,000 or less, and to execute all documents necessary to the resolution or settlement of such claims
- H. Resolution approving amendment to an agreement with the Humane Society of Central Washington, of up to \$45,000 from Law & Justice Capital Fund to help defray costs of acquisition by Humane Society of vehicle to provide mobile animal control services
- I. Ordinance amending YMC 9.50.085, Parking in the Right of Way to clarify the conditions for enforcement

DRAFT

6. Audience Participation

Community members are invited to address items that are not listed on the regular business meeting agenda. A guideline of three (3) minutes per speaker is in place in order to allow as much opportunity as possible for audience participation. A speaker's time may be extended at the discretion of the Mayor and/or the consensus or vote of the Council. Written communication and e-mail messages are strongly encouraged.

PUBLIC HEARINGS

- 7. Public hearing and resolution to consider citizen comments on the proposed 2016 Annual Action Plan for Community Development Block Grant (CDBG) and HOME Fund Programs

CITY MANAGER REPORTS

- 8. Resolution authorizing a Memorandum of Understanding and Engagement with Mid-Columbia Fisheries Enhancement Group for the City Wastewater Treatment Plant Flood Plain Restoration Project
- 9. Resolution authorizing a Memorandum of Understanding and Engagement with Mid-Columbia Fisheries Enhancement Group for the City Wastewater Treatment Plant Riparian Restoration Project

ORDINANCES

- 10. First reading of an Ordinance amending the 2015 budget and making appropriations from Unappropriated Fund Balances within various Funds for expenditure during 2015 (no action required; second reading on November 17, 2015)
- 11. Ordinance authorizing a Limited Tax General Obligation Bond to finance improvements to the soccer/multi-use sports campus
- 12. Ordinance amending Title 4, Health and Sanitation, Chapter 4.16 Relating to 2015 Refuse Rates and General House Keeping revisions for clarification and efficiency purposes

13. Other Business

14. Adjournment

CITY MEETING SCHEDULE

For October 26, 2015 – November 2, 2015

Please note: Meetings are subject to change

Monday, October 26

- 12:00 p.m. Greenway Board meeting – Greenway Visitors Center
- 12:00 p.m. Capitol Theatre Board meeting – Capitol Theatre
- 3:30 p.m. Tourism Promotion Area meeting – Convention Center

Tuesday, October 27

- 10:00 a.m. City Council study session – Council Chambers
- 1:30 p.m. County Commissioners' agenda meeting – Council Chambers
- 3:30 p.m. Yakima Planning Commission – Council Chambers

Wednesday, October 28

- 3:30 p.m. Yakima Planning Commission – Council Chambers
- 5:30 p.m. Historic Preservation Commission – Council Chambers

Thursday, October 29

- 9:00 a.m. Hearing Examiner – Council Chambers
- 10:00 a.m. Public Facilities District meeting – Convention Center
- 3:30 p.m. Yakima Planning Commission – Council Chambers

Monday, November 2

- 3:30 p.m. Civil Service Commission – Council Chambers

Office Of Mayor/City Council
Preliminary Future Activities Calendar
Please Note: Meetings are subject to change

Meeting Date/Time	Organization	Meeting Purpose	Participants	Meeting Location
Mon. Oct. 26				
12:00 p.m.	Greenway Board meeting	Board Meeting	Ettl	Greenway Visitors Center
12:00 p.m.	Capitol Theatre Board	Board Meeting	Coffey	Capitol Theatre
3:00 p.m.	Tourism Promotion Area meeting	Scheduled Meeting	Council	Convention Center
Tue. Oct. 27				
10:00 a.m.	City Council Study Session	Scheduled Meeting	Council	Council Chambers
1:00 p.m.	Miscellaneous Issues	Scheduled Meeting	Cawley, Coffey	TBD
3:30 p.m.	Yakima Planning Commission	Scheduled Meeting	Ensey	Council Chambers
Wed. Oct. 28				
11:15 a.m.	Mayor Welcome APWA	Scheduled Event	Cawley	Convention Center
3:30 p.m.	Yakima Planning Commission	Scheduled Meeting	Ensey	Council Chambers
5:30 p.m.	Historic Preservation Commission	Scheduled Meeting	Coffey	Council Chambers
Thur. Oct. 29				
10:00 a.m.	Public Facilities District meeting	Scheduled Meeting	Coffey	Convention Center
3:30 p.m.	Yakima Planning Commission	Scheduled Meeting	Ensey	Council Chambers
Tue. Nov. 3				
12:00 p.m.	Yakima Valley Tourism Executive Committee meeting	Scheduled Meeting	Adkison	Convention Center
1:00 p.m.	Miscellaneous Issues	Scheduled Meeting	Cawley, Coffey	TBD
5:00 p.m.	(T) City Council Executive Session	Scheduled Meeting	Council	Council Chambers
6:00 p.m.	City Council meeting	Scheduled Meeting	Council	Council Chambers
Fri. Nov. 6				
8:00 a.m.	Sister City Meeting	Scheduled Meeting	Adkison	2nd Floor Conference Room
Mon. Nov. 9				
8:30 a.m.	Pension Board meetings	Board Meeting	Dittmar	1st Floor Conference Room
Tue. Nov. 10				
10:00 a.m.	City Council Study Session	Scheduled Meeting	Council	Council Chambers
1:00 p.m.	Miscellaneous Issues	Scheduled Meeting	Cawley, Coffey	TBD
6:00 p.m.	AWC Regional meeting	Scheduled Meeting	Open	Holiday Inn

Thur. Nov. 12 1:00 p.m.	Harman Center Board meeting	Board Meeting	Adkison	Harman Center
1:30 p.m.	Yakima Regional Clean Air	Scheduled Meeting	Cawley	Council Chambers
3:30 p.m.	SAFE Yakima Community Board meeting	Board Meeting	Adkison	Chamber of Commerce
5:30 p.m.	YCDA Board meeting	Board Meeting	Adkison	New Vision
Mon. Nov. 16 1:30 p.m.	YVCOG Board meeting	Board Meeting	Adkison	YVCOG
Tue. Nov. 17 1:00 p.m.	Miscellaneous Issues	Scheduled Meeting	Cawley, Coffey	TBD
5:00 p.m.	(T) City Council Executive Session	Scheduled Meeting	Council	Council Chambers
6:00 p.m.	City Council meeting	Scheduled Meeting	Council	Council Chambers
Wed. Nov. 18 3:30 p.m.	Arts Commission meeting	Scheduled Meeting	Adkison	2nd Floor Conference Room
Thur. Nov. 19 2:00 p.m.	Council Built Environment Committee meeting	Scheduled Meeting	Coffey, Ensey, Lover	2nd Floor Conference Room
Fri. Nov. 20 10:00 a.m.	Council Public Safety Committee meeting	Scheduled Meeting	Adkison, Dittmar, Lover	2nd Floor Conference Room