



AGENDA
YAKIMA CITY COUNCIL
July 23, 2024
City Hall - Council Chambers - 129 N 2nd Street, Yakima, WA
City Council Study Session

5:00 p.m. Study Session --- This meeting will be conducted in person, live streamed at www.yakimawa.gov/council/agendas-and-minutes/ and telecast live on YPAC, Spectrum Cable Channel 194. You may also participate via Zoom: <https://cityofyakima.zoom.us/j/92604278969> or call in by dialing 1 (253) 215-8782 | Webinar ID: 926 0427 8969 | Passcode: 600466

Individuals who wish to provide public comment remotely may submit a Public Comment Request Form online at: www.yakimawa.gov/council/public-comment no later than two hours prior to the start of the meeting. If you wish to provide public comment in-person, fill out a "Request for Appearance" form and hand it to the City Clerk before you address City Council.

- 1. Roll Call**
- 2. Public Comment (allow 15 minutes)**
- 3. Study Session Items**
 - A. [Draft Overdose Awareness Day Proclamation](#)
 - B. [Resolution authorizing the Mayor of the City of Yakima to execute an Employment Agreement for City Manager with Victoria Baker](#)
 - C. [Resolution amending the contract between the YWCA of Yakima and the City of Yakima regarding ARPA funding for the construction of a domestic violence shelter](#)
 - D. [Rate Studies for Refuse, Wastewater and Stormwater](#)
 - E. [Final Annexation Study report](#)
- 4. Executive Session**
 - A. Executive Session to discuss litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency pursuant to RCW 42.30.110(1)(i)(iii)
 - B. [Unlawful Camping and General Nuisance Ordinances](#)
- 5. Adjournment**

The next meeting is a City Council regular meeting on Monday August 5, 2024, at 5:30 p.m. in the City Hall Council Chambers.

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.

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 at least two business days prior to the meeting. A Council packet is available for review at the City Clerk's Office and on-line at www.yakimawa.gov.



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

Item No. 3.A.
For Meeting of: July 23, 2024

ITEM TITLE: Draft Overdose Awareness Day Proclamation

SUBMITTED BY: Dave Zabell, Interim City Manager

SUMMARY EXPLANATION:

Triumph Treatment Services requested that the City Council approve a proclamation for overdose awareness day. The purpose of the proclamation is to demonstrate unity as a community from the City's top elected officials that overdose impacts people and families in the City of Yakima.

Attached is a draft copy of the proclamation for Council consideration. If approved, the proclamation will be read and presented at the August 20 regular business meeting.

ITEM BUDGETED: N/A

STRATEGIC PRIORITY:

RECOMMENDATION: Approve draft proclamation

ATTACHMENTS:

[International Overdose Awareness Day.doc](#)

CITY OF YAKIMA P R O C L A M A T I O N

WHEREAS, the City of Yakima does affirm and acknowledge the harm and hardship caused by drug overdose; and

WHEREAS, we recognize the purpose of International Overdose Awareness Day as remembering loved ones lost to overdose and ending the stigma of drug-related deaths; and

WHEREAS, we resolve to play our part in reducing the toll of overdose in our community, which claimed the lives of more than 96 Yakima residents in 2023, together with countless more affected forever; and

WHEREAS, we affirm that the people affected by overdose are our sons and daughters, our mothers and fathers, our brothers and sisters, and deserving of our love, compassion and support.

NOW THEREFORE, I, Patricia Byers, Mayor of the City of Yakima and on behalf of the City Council hereby proclaim August 30, 2024 as

"Overdose Awareness Day"

in the City of Yakima in recognition of the international event on August 31st.

Dated this 20th day of August, 2024

Patricia Byers, Mayor



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

Item No. 3.B.
For Meeting of: July 23, 2024

ITEM TITLE: Resolution authorizing the Mayor of the City of Yakima to execute an Employment Agreement for City Manager with Victoria Baker

SUBMITTED BY: Dave Zabell, Interim City Manager
Connie Mendoza, Director of Human Resources

SUMMARY EXPLANATION:

The City Council has selected Victoria Baker to be the City Manager of the City of Yakima effective August 8, 2024. The terms and conditions of employment are defined in the attached employment agreement.

ITEM BUDGETED: N/A

STRATEGIC PRIORITY: N/A

RECOMMENDATION: Adopt Resolution.

ATTACHMENTS:

[R-2024-__ Victoria Baker City Manager employment agreement resolution_final.docx](#)
[manager.contract.baker_7.16.24_Final.pdf](#)

RESOLUTION NO. R-2024-

A RESOLUTION authorizing the Mayor of the City of Yakima to execute an Employment Agreement for City Manager with Victoria Baker

WHEREAS, the City Council has selected Victoria Baker to be the City Manager of the City of Yakima; and

WHEREAS, the City and Victoria Baker desire to enter into an employment agreement in accordance with the terms and conditions of the attached Employment Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference, pursuant to which Victoria Baker will become the City Manager of the City of Yakima on August 8, 2024; and

WHEREAS, the City Council deems it to be in the best interest of the City of Yakima to authorize the Mayor to execute the attached Employment Agreement for City Manager with Victoria Baker; now, therefore,

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

The City Council authorizes the Mayor of the City of Yakima to execute the attached Employment Agreement for City Manager with Victoria Baker.

ADOPTED BY THE CITY COUNCIL this 23rd day of July, 2024.

Patricia Byers, Mayor

ATTEST:

Rosalinda Ibarra City Clerk

EMPLOYMENT AGREEMENT FOR CITY MANAGER

THIS EMPLOYMENT AGREEMENT (hereafter referred to as “Agreement”), is made and entered into and between the City of Yakima, Washington, a Washington municipal corporation (hereafter referred to as “Employer”), and Victoria Baker (hereafter referred to by name or as “Employee”), both of whom agree as follows:

Section 1. Term.

This Agreement shall remain in full force and effect from August 8, 2024, until terminated by the Employer or Employee as provided in this Agreement.

Section 2. Duties and Authority.

- A. Employer agrees to employ Victoria Baker as its City Manager, to perform the duties and functions specified in the City Charter, the Yakima Municipal Code, and Washington law, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign without interference.
- B. Employee is the chief executive officer of the Employer and shall faithfully perform the duties as prescribed in the job description as set forth by the City and the City Charter and/or ordinances and as may be lawfully assigned by the Employer, and shall comply with all lawful governing body directives, state and federal law, Employer policies, rules and ordinances as they exist or may hereafter be amended.
- C. Specifically, it shall be the duty of the Employee to employ on behalf of the Employer all other employees of the organization consistent with the policies of the governing body and the ordinances and charter of the Employer.
- D. It shall also be the duty of the Employee to direct, assign, reassign, and evaluate all of the employees of the Employer consistent with policies, ordinances, charter, state and federal law.
- E. It shall also be the duty of the Employee to organize, reorganize and arrange the staff of the Employer and to develop and establish internal regulations, rules and procedures which the Employee deems necessary for the efficient and effective operation of the Employer consistent with the lawful directives, policies, ordinances, state and federal law.
- F. It shall also be the duty of the Employee to accept all resignations of employees of the Employer consistent with the policies, ordinances, state and federal law, except the Employee’s resignation, which must be accepted by the governing body.

- G. The Employee shall perform the duties of city manager of the Employer with reasonable care, diligence, skill and expertise, and in a professional and competent manner.
- H. All duties assigned to the Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee.
- I. The Employee cannot be reassigned from the position of city manager to another position without the Employee's express written consent.
- J. The Employee, or designee, shall be permitted to attend all meetings of the governing body, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto, or the Employee's evaluation or otherwise consistent with state law.
- K. The governing body individually and collectively shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to the Employee for study and/or appropriate action.
- L. All duties assigned to Employee by the governing body should be appropriate to and consistent with the professional role and responsibility of the City Manager. Employee understands, however, that their role has broad responsibilities and requirements.
- M. Employee shall remain in the exclusive employ of the Employer and shall devote all such time, attention, knowledge and skills necessary to faithfully perform their duties under this Agreement. Employee shall dedicate no less than an average of forty (40) hours per week in the performance of their duties hereunder.
- N. If the Employee serves on any appointed boards or elected boards of any professional organization, or serves on any committees related to their professional activities, in the event any monies are paid, or gifts received, by the Employee related to such service, such money or property shall be paid over to or delivered to the Employer, unless otherwise provided by the City Council.
- O. In the event the Employee is temporarily unable to perform their duties, they shall designate an Acting City Manager.

Section 3. Compensation.

- A. Base Salary. Employer agrees to pay Employee an annual base salary of \$207,000.00, payable in installments at the same time that the other management employees of the Employer are paid.
- B. The City Manager shall receive pay and compensation adjustments (PACA) as shall be authorized and approved by the City Council as set forth in the Yakima Municipal Code 2.20.40.

- C. After the first year of the City Manager contract term, the City Manager will receive pay and compensation adjustments as shall be specifically authorized and approved by the City Council from time to time. City Manager salary increases shall not follow compensation step increase amendments such as are set forth in the Yakima Municipal Code for other management employees. This condition is intended to avoid any perception of unfair dealing or conflict of interest by the City Manager when negotiating salary rate increases.
- D. The City may also increase said base salary and/or other benefits of the Employee in such amounts and to such an extent as the City Council may determine desirable on an annual basis.
- E. Employee is entitled to specified holidays with pay pursuant to YMC 2.40.080.
- F. Nothing in this Section shall require the City to increase the base salary or other benefits of the Employee.
- G. The City of Yakima will contribute four percent (4%) of base wages to the City of Yakima 457 Deferred Compensation Plan. The City Manager may elect to defer additional wages consistent with the approved 457 plan regulations.

Section 4. Health Insurance Benefits.

The City of Yakima has an employee Health Care Plan. Health care coverage, including limited vision care and limited dental insurance, is available for City employees and their dependents for which the City cost shares. The employee's participation in the Health Care Plan is required. Pursuant to YMC Chapter 2.04, the City Manager will be covered by the City of Yakima employee Health Care Plan consistent with City management employees. Management employees pay medical expenses according to a rate schedule, and premium rates may be adjusted annually.

The City will provide other insurance, or the availability for other insurance, for the Employee as it does for management employees.

Section 5. Paid Time Off.

Employee shall accrue annual leave, referred to as Paid Time Off or PTO, which increases depending on length of service, at the same accrual rate as provided in the City of Yakima Paid Time Off policy for unrepresented employees. For the purposes of this policy, the City Manager shall be deemed to have seventy-three (73) months of continuous service. In addition, eighty (80) hours of annual leave will be placed in the Employer's annual paid time off account one time at the time of their employment with the Employee, which may be used at the time(s) of their option in communication with the City Council. Accrual of Paid Time Off shall be according to the City of Yakima Paid Time Off policy.

Section 6. Automobile Allowance, Communication Equipment, and Travel Costs.

- A. The Employee's duties require exclusive and restricted use of an automobile. Pursuant to YMC 2.20.097, the Employee shall be paid the amount of \$300.00 each month as a vehicle allowance, and the Employee shall be responsible for purchasing, maintaining, and insuring their vehicle, as well as all costs and expenses associated with maintenance, repair and ownership of their vehicle. The payment will be included with the Employee's monthly compensation amount as a separate item. The vehicle allowance will be treated as a taxable benefit and will be subject to normal withholding taxes. The automobile allowance will not be included in any calculations as base pay.
- B. The Employee will receive a City-issued cell phone to be used for City business in accordance with City policy.
- C. Employer agrees to pay for travel and meal expenses pursuant to the City of Yakima Travel and Reimbursement Policy

Section 7. Retirement

The Employer agrees to enroll the Employee into the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf.

In addition to the Employer's payment to the state or local retirement system, as applicable, referenced above, Employer agrees to execute and keep in force all necessary agreements provided by the City's Section 457 deferred compensation plan for Employee's participation in said supplementary retirement plan.

Section 8. Professional Dues.

Pursuant to YMC 2.20.085(6), the Employer will pay the Employee's professional dues for memberships in the International City/County Management Association ("ICMA"), Association of Washington Cities (AWC) and the Washington City/County Management Association. Other appropriate civic club memberships, dues and subscriptions on behalf of the Employee will be paid by the Employer if funds are available in the City's annual budget and it is deemed in the best interest of the City for the Employee to participate in the proposed organization.

Section 9. Termination.

- A. Pursuant to Article II, Section 8 of the City Charter, and as provided herein, the Employee shall serve at the pleasure of the City Council, and the City Council may terminate this Agreement and the Employee's employment with the City at any time, for any reason or for no reason.
- B. Within the first three years of employment should a majority of the entire City Council (currently four members) vote to terminate the services of the Employee "without

cause”, then at the next regular City payroll after the effective date of the termination, the Council shall cause the Employee to be paid any accrued and unpaid salary and benefits earned (including PTO and insurance but excluding such items and allowances as are used in conducting City business such as, but not limited to, the automobile allowance and use of a City-issued cell phone) prior to the date of termination based on a forty (40) hour work week. Within forty-five (45) calendar days after the effective date of termination the Employee’s employment, the Council shall cause the Employee to be paid a lump sum severance pay equal to four (4) months of their base salary as full and complete payment and satisfaction of any claims of the Employee of whatsoever nature arising out of this Agreement or otherwise. As consideration for such payment, the Employee shall, prior to receipt thereof, execute and deliver to the Employer a general release of the City and its Council members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by the City Attorney.

C. In the event the Employee is terminated for “just cause,” the Employer shall have no obligation to pay the amounts outlined in Section 9, Paragraph B of this Agreement. For purposes of this Agreement, “just cause” is defined and limited for purposes of this Agreement to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the Employee’s duties and responsibilities.
2. Conviction or a plea of guilty or no contest to a felony crime, whether or not adjudication is withheld.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive City policy, rule, or regulation, which would subject any other City employee to termination.
5. The commission of any fraudulent act against the interest of the City.
6. The commission of any act which involves moral turpitude, or which causes the City disrepute.
7. Violation of the International City/County Management Association Code of Ethics.
8. Any other act of a similar nature of the same or greater seriousness.

D. In the event the City Council, at any time during the employment term, reduces the salary or other benefits of the City Manager, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time City employees, or in the

event the City allegedly refuses to comply with any other material provision of this Agreement benefiting the Employee, the Employee shall notify the Council in writing of the alleged violation. The Council shall have forty-five (45) days from such notice within which to cure the violation; otherwise, the Employee may at their option, consider such violation as termination “without cause” as of the date of such alleged reduction or refusal, and the severance pay provision and other termination provisions contained herein shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal.

- E. If the residents, City Council or legislature acts to amend any provisions of the Yakima City Charter, Yakima Municipal Code or other law pertaining to the role, powers, duties, authority (such as a change in form of government to a Strong Mayor form of government), or responsibility of the City Manager that substantially changes the form of City government, and the Employee is not afforded a role similar to their role as city manager (such as City Administrator), Employee shall have the right to declare that such legislative changes to the form of government constitute a termination and severance shall be determined pursuant to Section 9 paragraph B.

Section 10. Resignation.

In the event the Employee voluntarily resigns their position with the Employer the Employee shall provide a minimum of thirty days notice unless Employer and Employee agree otherwise. The Employer shall pay to the Employee all accrued compensation due to the Employee up to the Employee’s final day of employment. Payout of accumulated PTO shall be governed by the same Ordinances and policies as those for City management employees. Employer shall have no further financial obligation to Employee pursuant to this Agreement. This Section shall not prevent Employee from collecting any money earned as a result of participation in the City’s deferred retirement program.

Any notice of resignation or letter of resignation submitted to the City Council shall be considered termination of employment by the Employee.

Section 11. Performance Evaluation.

- A. Except as otherwise directed by the City Council, there shall be a six (6) month check in with the Employee and Employee’s job performance shall be reviewed after the first year of employment. Thereafter, Employer shall annually review the performance of the Employee on or before the date of this Agreement subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee.

The annual evaluation process, at a minimum, shall include the opportunity for both parties to: (1) conduct a formulary session where the governing body and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period, (2) following that formulary discussion, prepare a written evaluation of goals and objectives

for the past and upcoming year, (3) next meet and discuss the written evaluation of these goals and objectives, and (4) present a written summary of the evaluation results to the Employee. The final written evaluation should be completed and delivered to the Employee within 30 days of the initial formulary evaluation meeting.

- B. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in executive sessions of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.
- C. In the event the Employer deems the evaluation instrument, format, and/or procedure to be modified by the Employer and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.
- D. Performance evaluations may be facilitated by a third party, at the discretion of the City Council, with the participation of the City Council.
- E. Failure to conduct any of the scheduled evaluations shall not constitute non-compliance with a material provision of this Agreement.

Section 12. Hours of Work.

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the Employer and shall allow Employee to faithfully perform their assigned duties and responsibilities.

Section 13. Ethical Commitments.

Employee will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

Section 14. Outside Activities.

The employment provided for by this Agreement shall be the Employee's primary employment with all necessary time spent to fulfill the role of city manager. Employee is subject to City Charter Article 6, Section 5 regarding indirect or direct benefits to Employee. In the event Employee does not maintain their primary employment with the Employer or otherwise is found to not be prioritizing their role as city manager or otherwise not putting full effort into the role of city manager, that is grounds for termination for just cause. Recognizing that certain outside consulting or similar opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited consulting or business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with their responsibilities under this Agreement.

Section 15. Indemnification.

- A. Employee shall be entitled to the benefits and subject to the responsibilities in City of Yakima Resolution No. D-5820, entitled "Resolution providing for indemnification against personal liability for City personnel", and any protections provided by State of Washington law, including RCW 4.96.041.
- B. Said indemnification referred to in this Section shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in the capacity as Employee regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the Employer.

Section 16. Bonding

Employer agrees to bear the full cost of any fidelity or other bonds required of the Employee under any policy, regulation, ordinance or law.

Section 17. Professional Development.

Pursuant to YMC 2.20.085(5), and in accordance with the Employer's travel policy, the Employer agrees to pay reasonable and customary travel and subsistence expenses for the Employee's travel to and attendance at the International City/County Management Association's annual conference, the Washington City/County Management Association's annual conference and the Association of Washington Cities' ("AWC") annual conference and/or regional conferences. Employer will pay reasonable and customary travel and subsistence expenses relating to that professional development. Employer may choose to pay for Employee attendance at other seminars, conferences, and committee meetings as it deems appropriate and as approved by City Council action.

Section 18. Community Involvement.

Employer recognizes the desirability of representation in and before local civic and other organizations, and encourages Employee to participate in these organizations to foster a continuing awareness of the Employer’s activities as well as the community’s attitudes and ideas.

Section 19. Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Post Office, postage prepaid, and addressed as follows:

EMPLOYER: Mayor
City of Yakima
129 North 2nd Street
Yakima, WA 98901

Sara Watkins, City Attorney
City of Yakima
200 South 3rd Street
Yakima, WA 98901

EMPLOYEE: Victoria Baker, City Manager
City of Yakima
129 North 2nd Street
Yakima, WA 98901

Victoria Baker

Notice shall be deemed given as of the date of personal service or, if mailed, three mailing days after the date the notice is deposited in the U.S. Mail.

Section 20. General Terms and Conditions.

- A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

- C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of Employee.
- D. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee regarding the terms and conditions herein. Any prior discussions or representations by or between the Employer, any of its elected or appointed officials, employees, agents, attorneys or volunteers, and Employee are merged into and rendered null and void by this Agreement. Employer and Employee by mutual written agreement may amend any provision of this Agreement during the life of the Agreement.
- E. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or the City's ordinances, rules or regulations (or any state or federal law), then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of policies or laws during the term of this Agreement.
- F. Washington law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Yakima, Washington.
- G. Upon the Employee's death, Employer's obligations under this Agreement shall terminate except for:
 - 1. Transfer of ownership of retirement funds, if any, to their designated beneficiaries;
 - 2. Payment of accrued leave balances in accordance with this Agreement;
 - 3. Payment of all outstanding hospitalization, medical and dental bills in accordance with City's insurance policies or plans, if applicable; and
 - 4. Payment of all life insurance benefits in accordance with the City's insurance policies or plans.
- H. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.
- I. This Agreement may be executed in duplicate, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.
- J. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

EXECUTED by the City of Yakima this ____ day of _____, 2024.

CITY OF YAKIMA

By: _____
Patricia Byers, Mayor

ATTEST:

By _____
Rosalinda Ibarra, City Clerk

EXECUTED by Victoria Baker this ____ day of _____, 2024.

By: _____
Victoria Baker

City Contract No.: _____

Resolution No.: _____

ICMA Code of Ethics with Guidelines

The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in April 2023. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in June 2023.

The mission of ICMA is to advance professional local government through leadership, management, innovation, and ethics. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

Tenet 1. We believe professional management is essential to effective, efficient, equitable, and democratic local government.

Tenet 2. Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.

GUIDELINE

Advice to Officials of Other Local Governments. When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities in order to uphold local government professionalism.

Tenet 3. Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.

GUIDELINES

Public Confidence. Members should conduct themselves so as to maintain public confidence in their position and profession, the integrity of their local government, and in their responsibility to uphold the public trust.

Length of Service. For chief administrative/executive officers appointed by a governing body or elected official, a minimum of two years is considered necessary to render a professional service to the local government. In limited circumstances, it may be in the best interests of the local government and the member to separate before serving two years. Some examples include refusal of the appointing authority to honor commitments concerning conditions of employment, a vote of no confidence in the member, or significant personal issues. It is the responsibility of an applicant for a position to understand conditions of employment, including expectations of service. Not understanding the terms of employment prior to accepting does not justify premature separation. For all members a short tenure should be the exception rather than a recurring experience, and members are expected to honor all conditions of employment with the organization.

Appointment Commitment. Members who accept an appointment to a position should report to that position. This does not preclude the possibility of a member considering several offers or seeking several positions at the same time. However, once a member has accepted a formal offer of employment, that commitment is considered binding unless the employer makes fundamental changes in the negotiated terms of employment.

Credentials. A member's resume for employment or application for ICMA's Voluntary Credentialing Program shall completely and accurately reflect the member's education, work experience, and personal history. Omissions and inaccuracies must be avoided.

Professional Respect. Members seeking a position should show professional respect for persons formerly holding the position, successors holding the position, or for others who might be applying for the same position. Professional respect does not preclude honest differences of opinion; it does preclude attacking a person's motives or integrity.

Reporting Ethics Violations. When becoming aware of a possible violation of the ICMA Code of Ethics, members are encouraged to report possible violations to ICMA. In reporting the possible violation, members may choose to go on record as the complainant or report the matter on a confidential basis.

Confidentiality. Members shall not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

Seeking Employment. Members should not seek employment for a position that has an incumbent who has not announced his or her separation or been officially informed by the appointive entity that his or her services are to be terminated. Members should not initiate contact with representatives of the appointive entity. Members contacted by representatives of the appointive entity body regarding prospective interest in the position should decline to have a conversation until the incumbent's separation from employment is publicly known.

Relationships in the Workplace. Members should not engage in an intimate or romantic relationship with any elected official or board appointee, employee they report to, one they appoint and/or supervise, either directly or indirectly, within the organization.

This guideline does not restrict personal friendships, professional mentoring, or social interactions with employees, elected officials and Board appointees.

Influence. Members should conduct their professional and personal affairs in a manner that demonstrates that they cannot be improperly influenced in the performance of their official duties.

Conflicting Roles. Members who serve multiple roles – either within the local government

organization or externally – should avoid participating in matters that create either a conflict of interest or the perception of one. They should disclose any potential conflict to the governing body so that it can be managed appropriately.

Conduct Unbecoming. Members should treat people fairly, with dignity and respect and should not engage in, or condone bullying behavior, harassment, sexual harassment or discrimination on the basis of race, religion, national origin, age, disability, gender, gender identity, or sexual orientation.

Tenet 4. Serve the best interests of all community members.

GUIDELINES

Effects of Decisions. Members should inform the appropriate elected or appointed official(s) of a decision's anticipated effects on community members.

Promote Equity. Members should ensure fairness and impartiality in accessing programs and services and in the enforcement of laws and regulations. Members should assess and propose solutions to strive to eliminate disparities.

Tenet 5. Submit policy proposals to elected officials; provide them with facts, and technical and professional advice about policy options; and collaborate with them in setting goals for the community and organization.

Tenet 6. Recognize that elected representatives are accountable to their community for the decisions they make; members are responsible for implementing those decisions.

Tenet 7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

GUIDELINES

Elections of the Governing Body. Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not participate in an election campaign on behalf of or in opposition to candidates for the governing body.

Elections of Elected Executives. Members shall not participate in the election campaign of any candidate for mayor or elected county executive.

Running for Office. Members shall not run for elected office or become involved in political activities related to running for elected office, or accept appointment to an elected office. They shall not seek political endorsements, financial contributions or engage in other campaign activities.

Elections. Members share with their fellow citizens the right and responsibility to vote. However, in order not to impair their effectiveness on behalf of the local governments they serve, they shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically, they shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office.

Elections relating to the Form of Government. Members may assist in preparing and presenting materials that explain the form of government to the public prior to a form of government election. If assistance is required by another community, members may respond.

Presentation of Issues. Members may assist their governing body in the presentation of issues involved in referenda such as bond issues, annexations, and other matters that affect the government entity's operations and/or fiscal capacity.

Personal Advocacy of Issues. Members share with their fellow citizens the right and responsibility to voice their opinion on public issues. Members may advocate for issues of personal interest only when doing so does not conflict with the performance of their official duties.

Tenet 8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

GUIDELINES

Self-Assessment. Each member should assess his or her professional skills and abilities on a periodic basis.

Professional Development. Each member should commit at least 40 hours per year to professional development activities that are based on the practices identified by the members of ICMA.

Tenet 9. Keep the community informed on local government affairs. Encourage and facilitate active engagement and constructive communication between community members and all local government officials.

GUIDELINE

Engagement. Members should ensure community members can actively engage with their local government as well as eliminate barriers and support involvement of the community in the governance process.

Tenet 10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

GUIDELINE

Information Sharing. The member should openly share information with the governing body while diligently carrying out the member's responsibilities as set forth in the charter or enabling legislation.

Tenet 11. Manage all personnel matters with fairness and impartiality.

GUIDELINE

Diversity and Inclusion. It is the member's responsibility to recruit, hire, promote, retain, train, and support a diverse workforce at all levels of the organization.

Tenet 12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

GUIDELINES

Gifts. Members shall not directly or indirectly solicit, accept or receive any gift if it could reasonably be perceived or inferred that the gift was intended to influence them in the performance of their official duties; or if the gift was intended to serve as a reward for any official action on their part.

The term "Gift" includes but is not limited to services, travel, meals, gift cards, tickets, or other entertainment or hospitality. Gifts of money or loans from persons other than the local government jurisdiction pursuant to normal employment practices are not acceptable.

Members should not accept any gift that could undermine public confidence. De minimus gifts may be accepted in circumstances that support the execution of the member's official duties or serve a legitimate public purpose. In those cases, the member should determine a modest maximum dollar value based on guidance from the governing body or any applicable state or local law.

The guideline is not intended to apply to normal social practices, not associated with the member's official duties, where gifts are exchanged among friends, associates and relatives.

Investments in Conflict with Official Duties. Members should refrain from any investment activity which would compromise the impartial and objective performance of their duties. Members should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict of interest, in fact or appearance, with their official duties.

In the case of real estate, the use of confidential information and knowledge to further a member's personal interest is not permitted. Purchases and sales which might be

interpreted as speculation for quick profit should be avoided (see the guideline on “Confidential Information”). Because personal investments may appear to influence official actions and decisions, or create the appearance of impropriety, members should disclose or dispose of such investments prior to accepting a position in a local government. Should the conflict of interest arise during employment, the member should make full disclosure and/or recuse themselves prior to any official action by the governing body that may affect such investments.

This guideline is not intended to prohibit a member from having or acquiring an interest in or deriving a benefit from any investment when the interest or benefit is due to ownership by the member or the member’s family of a de minimus percentage of a corporation traded on a recognized stock exchange even though the corporation or its subsidiaries may do business with the local government.

Personal Relationships. In any instance where there is a conflict of interest, appearance of a conflict of interest, or personal financial gain of a member by virtue of a relationship with any individual, spouse/partner, group, agency, vendor or other entity, the member shall disclose the relationship to the organization. For example, if the member has a relative that works for a developer doing business with the local government, that fact should be disclosed.

Confidential Information. Members shall not disclose to others, or use to advance their personal interest, intellectual property, confidential information, or information that is not yet public knowledge, that has been acquired by them in the course of their official duties.

Information that may be in the public domain or accessible by means of an open records request, is not confidential.

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest, or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

Representation. Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

Endorsements. Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements, marketing materials, social media, or other documents, whether the

member is compensated or not for the member's support. Members may, however, provide verbal professional references as part of the due diligence phase of competitive process or in response to a direct inquiry.

Members may agree to endorse the following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.

Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.



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

Item No. 3.C.
For Meeting of: July 23, 2024

ITEM TITLE: Resolution amending the contract between the YWCA of Yakima and the City of Yakima regarding ARPA funding for the construction of a domestic violence shelter

SUBMITTED BY: Rosylen Oglesby, Assistant City Manager

SUMMARY EXPLANATION:

In February of 2023, the City and the YWCA entered into an agreement (Resolution No. R-2023-025) whereby the City granted \$2,000,000.00 of ARPA funding to the YWCA to help it construct a new domestic violence shelter in Yakima. The City has a high rate of domestic violence crimes and activity, and there is not enough shelter space for those who are fleeing domestic violence. The original agreement required that the YWCA obtain full funding for the project before July 31, 2024. The YWCA has provided proof of full funding, and will start construction in 2025, with an anticipated open date in 2026.

Federal regulations pertaining to ARPA funds impose deadlines for use of ARPA funds, specifically that such funds be "obligated", meaning under contract, prior to December 31, 2024, and completely expended by December 31, 2026. Per the Act, the jurisdiction, in this case the City of Yakima, will be required to return to the federal government all ARPA funds not meeting these deadlines. As such, it is necessary to amend the funding agreement to allow an additional one year to use the money to construct the project, which will be done prior to the expiration of the federal deadline to use ARPA funds.

Cheri Kilty, Executive Director of the YWCA, will share with Council a status update of their Domestic Violence shelter project.

ITEM BUDGETED: N/A

STRATEGIC PRIORITY: Housing

RECOMMENDATION: Receive presentation by YWCA, assess the recipient's ability to meet ARPA deadlines relating to obligation and expenditure of funds, and consider their request for an extension of the deadlines within the related February 14, 2023 agreement between the City and YWCA.

Provide direction to staff regarding requested extension by YWCA.

ATTACHMENTS:

[Resolution
Amendment_YWCA ARPA](#)

R-2023-025 YWCA contract_\$2millionARPA
YWCA Yakima City Council Extension Request 7.2024
Funding Award Letters YWCA
Bringing It Home II YWCA Yakima Presentation to City Council

RESOLUTION NO. R-2024-

A RESOLUTION amending the contract between the YWCA of Yakima and the City of Yakima regarding ARPA funding for the construction of a domestic violence shelter

WHEREAS, domestic violence is a significant health and safety issue in the City of Yakima, and was exacerbated by the effects of COVID-19; and

WHEREAS, on or about February 8, 2023, YWCA and the CITY entered into an Agreement wherein the CITY agreed to provide \$2,000,000.00 of ARPA funds to YWCA to construct a domestic violence shelter in Yakima, under City Contract No. 2023-027 (original contract number) (“Contract”); and

WHEREAS, the Contract’s term was through December 31, 2024, with the ability of the parties to extend the term an additional 2 years, in accordance with the ARPA provisions, until December 31, 2026, when all funds must be expended for the domestic violence shelter; and

WHEREAS, YWCA has met its obligation to obtain all funding to complete the project on or before July 31, 2024; and

WHEREAS, it has been determined by both parties that the Contract should be amended to extend the agreement to construct the new domestic violence shelter and amend other administrative sections;

WHEREAS, the City Council of the City of Yakima finds that it is in the best interest of the City and its residents, to extend the funding Contract providing \$2,000,000 in ARPA funds to the YWCA of Yakima to construct a domestic violence shelter; now, therefore,

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

The Interim City Manager is authorized and directed to execute the Amendment to the YWCA of Yakima Domestic Violence Shelter Funding Agreement between the City of Yakima and the YWCA of Yakima, attached hereto and incorporated herein.

ADOPTED BY THE CITY COUNCIL this 23rd day of July, 2024.

Patricia Byers, Mayor

ATTEST:

Rosalinda Ibarra, City Clerk

**AMENDMENT TO
YWCA of YAKIMA DOMESTIC VIOLENCE SHELTER FUNDING AGREEMENT
Between
CITY OF YAKIMA
And
YWCA of YAKIMA**

THIS AMENDMENT TO THE YWCA of YAKIMA DOMESTIC VIOLENCE SHELTER FUNDING AGREEMENT is made and entered into by and between YWCA of YAKIMA. (“YWCA”), and THE CITY OF YAKIMA, a Washington municipal corporation (“CITY”).

WHEREAS, domestic violence is a significant health and safety issue in the City of Yakima, and was exacerbated by the effects of COVID-19; and

WHEREAS, on or about February 8, 2023, YWCA and the CITY entered into an Agreement wherein the CITY agreed to provide \$2,000,000.00 of ARPA funds to YWCA to construct a domestic violence shelter in Yakima, under City Contract No. 2023-027 (original contract number) (“Contract”); and

WHEREAS, the Contract’s term was through December 31, 2024, with the ability of the parties to extend the term an additional 2 years, in accordance with the ARPA provisions, until December 31, 2026, when all funds must be expended for the domestic violence shelter; and

WHEREAS, YWCA has met its obligation to obtain all funding to complete the project on or before July 31, 2024; and

WHEREAS, it has been determined by both parties that the Contract should be amended to extend the agreement to construct the new domestic violence shelter and amend other administrative sections;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between the CITY and YWCA as follows:

Section 1: Pursuant to Section 3: Contract Term, the parties agree to extend the Contract for one year. The Contract shall terminate on December 31, 2025, unless amended to provide for an additional one-year increment or terminated earlier, pursuant to the terms and conditions of the Contract. No change in terms and conditions other than those specifically agreed to herein, or in subsequent amendments, shall occur.

Section 2: Section 32: Notices, should reflect that all Notices to be sent to the CITY shall be sent to the following:

Vicki Baker
City Manager
129 North 2nd Street
Yakima, WA 98901
Vicki.baker@yakimawa.gov

A copy shall still be sent to Cally Price at the information found in the original Contract.

Section 3: Except as expressly modified herein, all other terms and conditions of the attached Contract shall remain in full force and effect.

Section 4: Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Amendment is declared invalid or unconstitutional for any reason, such decision shall not affect the validity of the remaining portions of this Amendment.

CITY OF YAKIMA

YWCA of YAKIMA

Dave Zabell, Interim City Manager

Cheri Kilty, Executive Director

Date: _____

Date: _____

ATTEST:

City Clerk

RESOLUTION NO. R-2023-025

A RESOLUTION authorizing the contract with the Young Women’s Christian Association (YWCA of Yakima) to provide \$2,000,000.00 of Coronavirus State and Local Fiscal Recovery Funds to construct a domestic violence shelter.

WHEREAS, the City of Yakima was awarded Coronavirus State and Local Fiscal Recovery Funds (SLRF) to help address the effects of the Coronavirus pandemic; and

WHEREAS, the YWCA of Yakima currently has a domestic violence shelter in Yakima, but is proposing a second facility that will expand their crisis shelter and transitional housing program, provide case management services and help victims rebuild their lives; and

WHEREAS, Yakima experiences domestic violence at a rate higher than the rest of the state, and during the global COVID pandemic, those numbers increased approximately 30% according to the YWCA; and

WHEREAS, nationally, the National Commission on COVID-19 and Criminal Justice indicated that domestic violence incidents increased nationwide by 8.1% following lockdown orders; and

WHEREAS, the need for safe shelter space for victims of domestic violence and their families is not fully met by the current shelter space available in Yakima; and

WHEREAS, the YWCA has a facility that needs substantial construction and renovation, its proposed facility meets the requirements of SLRF funding, and the YWCA has provided necessary information to evaluate its ability to utilize SLRF funding pursuant to the federal guidelines; and

WHEREAS, the City Council of the City of Yakima finds that it is in the best interest of the City and its residents to grant \$2,000,000.00 of its SLFR funding to the YWCA for construction costs associated with a new domestic violence shelter; now, therefore,

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

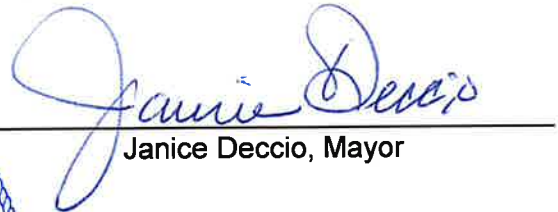
The City Manager is hereby authorized to sign the contract with the Young Women's Christian Association (YWCA of Yakima) to provide \$2,000,000.00 of Coronavirus State and Local Fiscal Recovery Funds to construct a domestic violence shelter, and take all necessary steps to facilitate the funding agreement.

ADOPTED BY THE CITY COUNCIL this 7th day of February, 2023.

ATTEST:


Sonya Claar Tee, City Clerk

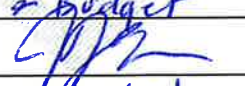




Janice Deccio, Mayor

COVID RECOVERY PROGRAM – CITY OF YAKIMA
Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

(i) Agency Name (must match the name associated with its unique entity identifier) Young Women Christian Association		(ii) Unique Entity Identifier (i.e., DUNS) TIN 91-0565563	City of Yakima Number for This Agreement
(iii) Federal Award Identification Number (FAIN) CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS, CFDA 21.027	(iv) Federal Award Date	(v) Federal Period of Performance Start and End Date March 3, 2021 – December 31, 2026	(vi) Federal Budget Period Start and End Date
(vii) Amount of Federal Funds Obligated to the agency by this action: <u>\$2,000,000</u>	(viii) Total Amount of Federal Funds Obligated to the agency \$2,000,000		(ix) Total Amount of the Federal Award Committed to the agency \$2,000,000
(x) Federal Award Project Description: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS– CITY OF YAKIMA			
(xi) Federal Awarding Agency DEPARTMENT OF THE TREASURY	Pass-Through Entity: CITY OF YAKIMA	Awarding Official Name and Contact Information: Jennifer Ferrer-Santa Ines Director of Finance & Budget Jennifer.ferrer@yakimawa.gov	
(xii) Assistance Listing CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement) 21.027 - CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS			(xiii) Identification of Whether the Award is R&D No.
(xiv) Indirect Cost Rate for the Federal Award N/A	Award Payment Method (lump sum payment or reimbursement) REIMBURSEMENT		Is the Agency a Subrecipient for the Purposes of This Agreement? *** YES

***The term "Contractor" shall refer to a contractor or subrecipient, as determined in the City's sole discretion and referenced in the FAIN table cover page.

PASS-THRU ENTITY NAME	City of Yakima	RECIPIENT	Young Women Christian Association
Name:	<i>Jennifer Ferrer-Santa Ines</i>	Name:	Cheri Kilty
Title:	<i>Director of Finance & Budget</i>	Title:	Executive Director
Signature:		Signature:	
Date:	<i>2/14/23</i>	Date:	<i>2/13/2023</i>

If you require accommodation to access this form, alternate formats are available upon request

AGREEMENT

Contractor YWCA OF YAKIMA
 Project Title DOMESTIC VIOLENCE SHELTER—WEST CHESTNUT AVENUE
 Contract Amount \$ TWO MILLION DOLLARS (\$2,000,000.00)
 Contract Period From: February 7, 2023 To December 31, 2024
 DUNS No. (if applicable) 91-0565563 SAM No. (if applicable) _____

THIS AGREEMENT ("Contract") is entered into by the CITY OF YAKIMA (the "City"), and YWCA OF YAKIMA (the "Contractor") whose address is 818 West Yakima Avenue, Yakima, Washington, 98902.

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
Coronavirus State and Local Fiscal Recovery Funds(SLFRF)	See Contract Amount above	See Contract Period above

WHEREAS, the City has been advised that the foregoing are the current funding sources, funding levels and effective dates, and

WHEREAS, the City desires to have certain services performed by the Contractor as described in this Contract, specifically the construction of a domestic violence shelter by the Contractor,

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

1. **Contractor understands and agrees that funds provided under this Contract may come from a federal source and agrees to comply with any and all additional applicable terms. In general, federal-specific terms are in italics.**
 - A. ***Contractor Capacity.*** Contractor agrees and confirms that it has the institutional, managerial and financial capacity to ensure proper planning, management and completion of the Domestic Violence Shelter proposed in the Scope of Work.
 - B. ***Technical Assistance.*** If, at any time, Contractor believes its capacity is compromised or Contractor otherwise needs any sort of assistance, it SHALL immediately notify the City. The City will make best efforts to provide timely technical assistance to the Contractor to bring the Contract into compliance.
 - C. ***Compliance with Act.*** Contractor understands and agrees that funds provided under this Contract may only be used in compliance with section 603(c) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act, the U.S. Department of Treasury's ("Treasury's") regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

D. Definitions.

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

ACCEPTANCE OR ACCEPTED -	A written determination by the City that the Contractor has completed the Work in accordance with the Contract.
CONTRACT AMENDMENT -	A written change to the Contract modifying, deleting or adding to the terms and conditions or Scope of Work, signed by both parties, with or without notice to the sureties.
CONTRACTOR -	The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the City for the performance of Work under the Contract.
CONTRACT SPECIALIST -	Yakima City Employee who interfaces with team members, business owners, contractors, project staff and others to assist in the administration of the City's contracts.
DAY -	Calendar day.
YMC -	The Yakima Municipal Code.
MEASURABLE AMOUNT OF WORK -	A definitive allocation of an employee's time that can be attributed to Work performed under this Contract, but that is not less than a total of one hour in any one-week period.
PERSON -	Includes individuals, associations, firms, companies, corporations, partnerships, or combination thereof, including joint ventures.
PROJECT MANAGER -	The individual designated by the City to manage the project on a daily basis and who may represent the City for Contract administration. The Project Manager may also be the Contract Specialist.
RCW -	The Revised Code of Washington.
SCOPE OF WORK (SOW) -	An exhibit to the Contract consisting of a written description of the Work to be performed.
SUBCONTRACTOR -	The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.
SUBRECIPIENT -	An entity that uses the awarded funds to carry out a program for a public purpose specified in the authorizing statute or ordinance, as

	opposed to providing goods or services for the benefit of the City.
WORK -	Everything to be provided and done for the fulfillment of the Contract and shall include services, goods and supplies specified under this Contract, including Contract Amendments.
ADMINISTRATOR -	The Finance Director.
Small Contractor or Supplier or "SCS" -	A business and the person or persons who own and control it that are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Contracting Opportunities Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' personal net worth less than \$1,320,000 dollars.

2. Contract Services and Requirements, and Incorporated Exhibits.

The Contractor shall provide services and meet the requirements included in this Contract and in the following attached exhibits, except for Exhibit G which shall be provided by the City, each of which is incorporated herein by this reference:

EXHIBIT NAME	NUMBER/LETTER
Scope of Work	A
Budget	B
Contractor's Proposal	C
Civil Rights Certification	D
Lobbying Certification	E
Cost Certification	F
Contract Between the Federal Government and City	G

- A. Scope of Eligible Expenditures. Funds shall only be used to pay or reimburse eligible expenditures as described in Exhibit A. No funds may be used to pay or reimburse expenditures reimbursed under any other federal or state program, or from any other third-party source.**
- B. Contractor Responsibilities. The funds provided under the Contract may come from a federal source. Contractor agrees to administer the Contract consistent with the terms and conditions of this Contract, in accordance with section 603(c) of the Act, the Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing, as well as any other applicable federal laws and regulations. As part of the invoicing process, the Contractor shall provide the City with a "Cost Certification" that funding of this Contract was used for eligible expenditures. Contractor shall also provide the City with a "Civil Rights Certification" prior to payment for work authorized by this Contract.**

C. **Reporting.** Contractor shall provide the City with the following reports **in a timely manner:**

i. ***Monthly / Quarterly Expenditure Report by the 10th of month following expenditure to facilitate required quarterly City reporting.***

ii. ***Payment Request Report***

iii. ***Closeout Report***

3. **Contract Term.**

A. This Contract shall begin on February 7, 2023 and shall terminate on December 31, 2024, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

B. This Contract may be extended through December 31, 2026 in one year increments upon agreement of the parties. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing.

4. **Compensation and Method of Payment.**

A. **Compensation:**

The City shall compensate the Contractor for satisfactory completion of the services and requirements as specified in this Contract and its attached exhibit(s).

B. **Invoicing:**

The Contractor shall submit invoices and all accompanying reports as specified in the attached exhibit(s), including its final invoice and all outstanding reports. The City shall endeavor to make payment not more than 30 days after a complete and accurate invoice is received.

C. **Final Invoice:**

The Contractor shall submit its final invoice and all outstanding reports as specified in this contract and its attached exhibit(s). If the Contractor's final invoice and reports are not submitted as required, the City will be relieved of all liability for payment to the Contractor of the amounts set forth in the final invoice or any later invoice.

D. **Reimbursement for Travel:**

The Contractor will not be reimbursed for travel unless otherwise specified within an Exhibit.

5. **Internal Control and Accounting System.**

The Contractor shall establish and maintain a system of accounting and internal controls that complies with the generally accepted accounting principles issued by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Contractor's form of doing business.

6. **Debarment and Suspension Certification.**

If this Contract is a covered transaction for purposes of federally funded grant requirements, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. Debarment status may be verified at <https://www.sam.gov> By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Yakima. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City of Yakima, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. Maintenance of Records.

A. Accounts and Records:

- i. Contractor shall maintain ALL (100%) records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. These records shall be maintained for a period of six (6) years after the last date that all funds have been expended or returned to the City, whichever is later, to ensure proper accounting for all funds and compliance with the Contract.
- ii. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Contractor in order to conduct audits or other investigations.
- iii. The Contractor shall maintain for a period of six years after termination of this Contract accounts and records, including personnel, property, financial, and programmatic records and other such records the City may deem necessary to ensure proper accounting and compliance with this Contract.

B. Nondiscrimination and Equal Employment Records:

In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 24, Nondiscrimination and Payment of a Living Wage below, the Contractor shall maintain the following for a period of six years after termination of this Contract:

- i. Records of employment, employment advertisements, application forms, and other data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
- ii. Records, including written quotes, bids, estimates or proposals, submitted to the Contractor by all entities seeking to participate in this Contract, and any other

information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The City may visit the site of the work and the Contractor's office to review these records. The Contractor shall provide all help requested by the City during such visits and make the foregoing records available to the City for inspection and copying. At all reasonable times, the Contractor shall provide to the City, the state, and/or federal agencies or officials access to its facilities—including those of any subcontractor assigned any portion of this Contract in order to monitor and evaluate the services provided under this Contract. The City will give reasonable advance notice to the Contractor in the case of audits to be conducted by the City. The Contractor shall comply with all record keeping requirements of any applicable federal rules, regulations or statutes included or referenced in the contract documents. If different from the Contractor's address listed above, the Contractor shall inform the City in writing of the location of its books, records, documents, and other evidence for which review is sought, and shall notify the City in writing of any changes in location within 14 days of any such relocation.

8. Evaluations and Inspections.

A. Subject to Inspection, Review, or Audit:

The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the City and/or federal/state officials authorized by law during the performance of this Contract and for six years after termination hereof, unless a longer retention period is required by law.

B. Medical Records:

If applicable, medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to RCW [70.41.190](#), [70.02.160](#), and standard medical records practice. The Contractor shall also be responsible for the maintenance and disposal of such medical records.

C. Contract Monitoring

The Contractor and the City shall engage in monitoring visits to assess the Contractor's compliance with contract requirements, quality, and practices. The City will execute monitoring visits in accordance with the applicable frequency, as prescribed by the controlling Exhibit under this Contract. The Contractor shall cooperate with the City and its agents to assess the Contractor's performance under this Contract. At the request of the City, the Contractor shall implement a plan to remedy any items of noncompliance identified during the monitoring process.

The results and records of these processes shall be maintained and disclosed in accordance with [RCW Chapter 42.56](#).

D. Performance, Measurement and Evaluation

The Contractor shall submit performance metrics and program data as set forth in Exhibits to this Contract. The Contractor shall participate in evaluation activities as required by the City and shall make available all information required by any such performance measurement and evaluation processes.

E. Unauthorized Disclosure:

The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

9. **Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).**

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and maintain compliance with all HIPAA requirements at the U.S. Office of Civil Rights website: <https://www.hhs.gov/hipaa/index.html>

10. **Financial Report Submission.**

The Contractor is required to submit a financial reporting package as described in A through C below. All required documentation must be submitted by email to jennifer.ferrer@yakimawa.gov by the stated due date.

- A. If the Contractor is a Non-Federal entity as defined in 2 CFR Part 200.69, and expends \$750,000 or more in Federal awards during its fiscal year, then the Contractor shall meet the audit requirements in 2 CFR Part 200 Subpart F. Audit packages are due to the City within nine months after the close of the Contractor's fiscal year.
- B. If the Contractor is a local government in the State of Washington and is not subject to the requirements in subsection A, the Contractor shall submit audited financial statements that are in accordance with the Washington State Auditor's Office requirements. Financial statement audits are due to the City within 150 days after the close of the Contractor's fiscal year end as required by RCW 43.09.230.
- C. If the Contractor is not subject to the requirements in subsection A or B, the following apply:

Entity Type	Non-Profit		For Profit	
Gross Revenue	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.
Required Documentation	<ul style="list-style-type: none"> • Form 990 within 30 days of its being filed; and • A full set of annual internal financial statements 	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm	<ul style="list-style-type: none"> • Income tax return; and • A full set of annual internal financial statements 	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm

Due Date	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor's fiscal year.	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor's fiscal year.
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D. Waiver:

A Contractor that is not subject to the requirements in subsection A may, in extraordinary circumstances, request, and in the City's sole discretion be granted, a waiver of the audit requirements. Such requests are made to the City to Jennifer Ferrer Santa-Ines, jennifer.ferrer@yakimawa.gov for review. If approved by the City, the Contractor may substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Contractor's Board of Directors, provided the Contractor meets the following criteria:

- i. Financial reporting and any associated management letter show no reportable conditions or internal control issues; and
- ii. There has been no turnover in key staff since the beginning of the period for which the financial reporting was completed.

11. Corrective Action.

If the City determines that the Contractor has failed to comply with any terms or conditions of this Contract, or the Contractor has failed to provide in any manner the work or services (each a "breach"), and if the City determines that the breach warrants corrective action, the following procedure will apply:

A. Written Notification:

The City will notify the Contractor in writing of the nature of the breach.

B. Contractor's Corrective Action Plan:

The Contractor shall respond with a written corrective action plan within fourteen days of its receipt of such notification unless the City, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach. This date shall not be more 30 days from the date of the Contractor's response, unless the City, at its sole discretion, specifies in writing an extension to complete the corrective actions.

C. City's Determination of Corrective Action Plan Sufficiency:

The City will determine the sufficiency of the Contractor's proposed corrective action plan, then notify the Contractor in writing of that determination. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the City.

D. Termination or Suspension:

If the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the City to be insufficient, the City may terminate or suspend this Contract in whole or in part pursuant to Section 13.

E. Withholding Payment:

In addition, the City may withhold any payment to the Contractor or prohibit the Contractor from incurring additional obligations of funds until the City is satisfied that corrective action has been taken or completed.

F. Non-Waiver of Rights:

Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 13, Subsections B, C, and D.

G. **Remedial Actions: *In the event of Contractor's noncompliance with section 603(c) of the Act, Treasury's regulations implementing that section, guidance issued by Treasury regarding the foregoing, or any other applicable federal laws or regulations, Treasury may take available remedial actions as set forth in 2 C.F.R. 200.339.***

H. Recoupment:

- i. ***Contractor agrees that it is financially responsible for and will repay the City any and all indicated amounts following an audit exception which occurs due to Contractor's failure, for any reason, to comply with the terms of this Contract, federal, state or local law. This duty to repay the City shall not be diminished or extinguished by the termination of the Contract.***
- ii. ***In the event of a violation of section 603(c) of the Act, the funds shall be subject to recoupment by the City.***
- iii. ***Any funds paid to Contractor (1) in excess of the amount to which Contractor is authorized to retain under the terms of the Contract; (2) that are determined by the Treasury Office of Inspector General to have been misused; (3) are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act; or (4) are otherwise subject to recoupment by the City, and have not been repaid by Contractor to the City shall constitute a debt to the City.***
- iv. ***Any debts determined to be owed the City must be paid promptly by the Contractor. A debt is delinquent if it has not been paid by the date specified in the City's initial written demand for payment, unless other satisfactory arrangements have been made or if the City knowingly or improperly retains funds that are a debt. The City will take any actions available to it to collect such a debt.***

12. Dispute Resolution.

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

13. Termination.

A. Termination for Failure to Perform:

This Contract shall be terminated on July 31, 2024, in the event the Contractor has not secured 100% of the necessary funding to construct the Shelter facility contemplated in this Contract. Any funds paid to the Contractor prior to July 31, 2024, shall be reimbursed to the City within thirty (30) days of the date of termination.

B. Termination for Convenience:

This Contract may be terminated by the City without cause, in whole or in part, at any time during the term specified in Section 3, Contract Term above, by providing the other party 30 calendar days advance written notice of the termination. The Contract may be suspended by the City without cause, in whole or in part, at any time during the term specified in Section 3. above, by providing the Contractor 30 calendar days advance written notice of the suspension.

C. Termination for Default:

The City may terminate or suspend this Contract, in whole or in part, upon ten days advance written notice if: (1) the Contractor breaches any duty, obligation, or service required pursuant to this Contract and either (a) the corrective action process described in Section 11 fails to cure the breach or (b) the City determines that requiring a corrective action plan is impractical or that the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the City pursuant to this Subsection 13.B., the Contractor shall be liable for damages, including any additional costs of procuring similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the City immediately any funds, misappropriated or unexpended, that have been paid to the Contractor by the City.

D. Termination for Non-Appropriation:

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Section 3, the City may, upon ten days advance written notice to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract is terminated or suspended as provided in this Section: (1) the City will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the City Council and/or other identified funding source(s) of sufficient funds to support the activities described in the Contract. If such

appropriation is not approved, this Contract will terminate at the close of the current appropriation year. The current funding sources associated with this Contract are specified on page one.

If the Contract is suspended as provided in this Section, the City may provide written authorization to resume activities.

E. Non-Waiver of Rights:

Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or by law or equity that either party may have if any of the obligations, terms, and conditions set forth in this Contract are breached by the other party.

14. Hold Harmless and Indemnification.

A. Duties as Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the City for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law. The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall release, protect, indemnify, defend and save harmless the City, its elected and appointed officials, officers, agents, employees, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages, and expenses related to all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, prevailing wages, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract; and/or (3) all liabilities, losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this Contract or the acts, failures to act, errors or omissions of the Contractor, or any of Contractor's agents or subcontractors, in performance of this Contract, except for claims caused by the City's sole negligence. The City's right to indemnification includes attorney's fees and costs associated with establishing the right to indemnification hereunder in favor of the City.

If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the City immediately of such condition in writing. The Contractor and Subcontractor(s) shall maintain and be liable for payment of all applicable taxes (except sales/use taxes), fees, licenses, permits and

costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

B. Intellectual Property Infringement:

For purposes of this section, claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

C. Nondisclosure of Data:

Data provided by the City either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the City data in any form without the prior express written approval of the City.

D. Non-Disclosure Obligation:

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the City or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the City's or the third party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the City of such requirement prior to disclosure.

E. Indemnification:

To the maximum extent permitted by law, Contractor shall, at its cost and expense, protect, defend, indemnify and hold harmless the City, its elected and appointed officials, directors, officers, employees, agents, representatives, insurers, attorneys, and volunteers, from and against any and all demands, liabilities, causes of action, costs and expenses (including attorney's fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of Contractor, its directors, officers, employees, or agents, relating in any way to the Contractor's performance or nonperformance under the Contract, or the acts, failures to act, errors or omissions of the Contractor, or any of Contractor's agents or subcontractors, in performance of this Contract, unless and except the claims are caused by the City's sole negligence. These indemnification obligations shall survive the termination of the Contract. The Contractor agrees that its obligations under this

paragraph extend to any demands, liabilities, causes of action, or claims brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the City and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the City on account of such litigation or claims. If the City incurs any judgment, award, and/or cost arising therefrom including reasonable attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor. The City's right to indemnification includes attorney's fees and costs associated with establishing the right to indemnification hereunder in favor of the City.

- F. Return of Unused Funds: If Contractor has any unspent funds on hand as of the earlier of December 31, 2024 (or December 31, 2026 if the Contract term is fully extended), or the termination of this Contract under Section 13, Contractor shall return all unspent funds to the City within ten (10) calendar days.

15. False Statements.

Contractor understands that making false statements or claims in connection with this Contract may be a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal or county awards or contracts, and/or any other remedy available by law.

16. Publications.

Any publications produced with funds from this Contract must display the following language: "This project is supported, in whole or in part, by federal award number CFDA 21.027 Coronavirus State and Local Fiscal Recovery Funds awarded to the City of Yakima, Washington by the U.S. Department of the Treasury."

17. Disclaimer by the City and United States.

- A. ***The United States has expressly disclaimed any and all responsibility or liability to the City or third persons for the actions of the City or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of the award of Federal funds to the City under section 603(c) of the Act, or any contract or subcontract under such award.***
- B. ***The City expressly disclaims any and all responsibility or liability to the Contractor or third persons for the actions of the Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Contract or any other losses resulting in any way from the performance of the Contract, or any subcontract thereto.***
- C. ***This Contract does not in any way establish an agency relationship between or among the United States, the City, and/or Contractor.***

18. Protection for Whistleblowers.

- A. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.**
- B. The list of persons and entities referenced in the paragraph above includes the following:**
- i. A member of Congress or a representative of a committee of Congress;**
 - ii. An Inspector General;**
 - iii. The Government Accountability Office;**
 - iv. A Treasury employee responsible for contract or grant oversight or management;**
 - v. An authorized official of the Department of Justice or other law enforcement agency;**
 - vi. A court or grand jury; or**
 - vii. A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.**
- C. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.**

19. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for its their employees when operating company-owned, rented or personally owned vehicles.

20. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers.

21. Insurance Requirements.

Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

Each insurance policy shall be written on an "occurrence" form; except that professional liability, errors and omissions, will be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the Work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

A. Commercial Liability Insurance

Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance as proof of commercial liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of the Contract. The policy shall name the City of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted to the State of Washington. The requirements contained herein, as well as the City of Yakima's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

B. Automobile Liability Insurance

Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance as proof of automobile liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The policy shall name the City of Yakima, its elected and appointed officials, employees, agents, attorneys, representatives, and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as City of Yakima's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. The business auto liability shall include Hired and Non-Owned coverage if necessary.

C. Employer's Liability (Stop Gap)

Contractor and all subcontractor(s) shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable, and shall maintain Employer's Liability Insurance with a limit of no less than \$1,000,000.00. The City shall not be held responsible in any way for claims filed by Contractor or its employees for services performed under the terms of this Contract including claims resulting from negligent acts of all subcontractors. Contractor is responsible to ensure subcontractors have insurance as needed. Failure of subcontractors to comply with insurance requirements does not limit Contractor's liability or responsibility.

D. Professional Service

Contractor shall provide evidence of Professional Liability Insurance covering professional errors and omissions. Such policy must provide the following minimum limits: \$2,000,000.00 per claim. If insurance is on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract.

E. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract not provided by the Contractor, shall be subject to all of the requirements stated herein.

F. **Work Site Safety**

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

22. Assignment.

Contractor shall not assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the City. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party upon the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

If at any time during the Contract term the Contractor experiences a change in its name or federal tax status either through acquisition, novation, assignment, re-organization or some other change that affects its Taxpayer Identification Number (TIN) or Tax Reporting Name, it shall notify the City of Yakima immediately upon the information becoming publicly available. This notification shall be sent by the Contractor to the current Contract Specialist via email along with:

- A. Any official announcements from the firm's representative(s) regarding the changes;
- B. A new City of Yakima W-9; and
- C. A current statement, listing of unfilled orders and electronic versions of all outstanding invoices and credit memos at the time of the change shall be provided to the Contract Specialist as soon as possible.

Any delay on the part of the Contractor to provide these items to the Contract Specialist may result in the delay of payment and orders. The City may create a new contract number to replace the existing one. All future orders and Contract Amendments will reference the new contract number.

23. Subcontracting.

A. Written Consent of the City:

The Contractor shall not subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the prior written consent of the City. The City's consent must be sought in writing by the Contractor not less than 15 days prior to the date of any proposed subcontract.

The rejection or approval by the City of any subcontractor or the termination of a subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the City.

In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to the City for any breach in the performance of Contractor's duties.

The City has no contractual obligations to any subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its subcontractors.

B. “Subcontract” Defined:

“Subcontract” shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term “subcontract” does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

C. Required Clauses for Subcontracts:

The Contractor shall include Sections:

Section #	Description
1	Contractor capacity, technical assistance, compliance with Act and Definitions section
5	Internal Control and Accounting System
7	Maintenance of Records
8	Evaluations and Inspections
11	Financial Report Submission
14	Hold Harmless and Indemnification
15	False Statements
16	Publications
17	Disclaimer by the City and United States
18	Protection of Whistleblowers
19	Increasing Seat Belt Use in the United States
20	Reducing Text Messaging While Driving
21	Insurance Requirements
23	Subcontracting
24	Nondiscrimination
25	Conflict of Interest
34	Services Provided in Accordance with Law and Rule and Regulation
35	Applicable Law
40	Payment Procedures: Prompt Payment for Subcontractors
46	Background Checks
47	Subaward Language

in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.

D. Required Language for Subcontracts:

The Contractor shall include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

“Subcontractor shall protect, defend, indemnify, and hold harmless the City of Yakima, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers, from any and all costs, claims, judgments, and/or

awards of damages arising out of, or in any way resulting from any act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that the City of Yakima is a third-party beneficiary to its Contract with Contractor and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph.”

24. Nondiscrimination.

A. The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

B. Nondiscrimination:

During performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of the employee's or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated equitably, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age.

C. Equal Employment Opportunity Efforts:

The Contractor will undertake, and require all Subcontractors to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post, and to require Subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause.

D. Nondiscrimination in Subcontracting Practices:

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in City contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Sanctions for Violations:

Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable

law.

25. Conflict of Interest.

Contractor understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Contractor and subrecipients must disclose in writing any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

26. Equipment Purchase, Maintenance, and Ownership.

A. Equipment Maintenance:

The Contractor agrees that when Contract funds are used to pay for all or part of the purchase costs of any equipment that costs \$5,000 or more per item, and the purchase of such equipment is identified in an exhibit to this Contract, such equipment is, upon the purchase or receipt, the property of the City and/or federal/state government. The Contractor shall be responsible for all proper care and maintenance of the equipment, including securing and insuring such equipment.

B. Equipment Ownership:

The Contractor shall ensure that all such equipment is returned to the City or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

27. Proprietary Rights.

A. Ownership Rights of Materials Resulting from Contract:

Except as indicated below or as described in an Exhibit, the parties to this Contract hereby agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the City. To the extent that any rights in such materials vest initially with the Contractor by operation of law or for any other reason, the Contractor hereby perpetually and irrevocably assigns, transfers and quitclaims such rights to the City. The City agrees to and does hereby grant to the Contractor a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

B. Ownership Rights of Previously Existing Materials:

The Contractor shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Contract, but do not originate from the work described herein. The Contractor agrees to and does hereby grant to the City a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Contract.

C. Continued Ownership Rights:

The Contractor shall sign all documents and perform other acts as the City deems necessary to secure, maintain, renew, or restore the rights granted to the City as set forth in this section.

28. Political Activity Prohibited.

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

29. Future Support.

The City makes no commitment to support contracted services and assumes no obligation for future support of the contracted activity or activities that will be undertaken by Contractor at the domestic violence shelter, except as expressly set forth in this Contract.

30. Entire Contract.

The parties agree that this Contract is the complete expression of the described subject matter, and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of this Contract.

31. Contract Amendments.

Either party may request changes to this Contract. Proposed changes that are mutually agreed upon shall be incorporated only by written amendments to this Contract.

32. Notices.

Whenever this Contract provides for notice by one party to another, such notice shall be in writing and directed to each party's contact representative indicated within the contract exhibits. Any time within which a party must take some action shall be computed from the date that any associated required notice is received by that party.

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail. However, if any of the following occur: "notice to cure" a default, Contractor communication in connection with an alleged default, or notice of termination, such notice or communication shall only be delivered personally, or by certified or registered first class mail, return receipt requested.

CITY OF YAKIMA	CONTRACTOR
Robert Harrison City Manager 129 North 2 nd Street	Cheri Kilty Executive Director 818 W Yakima Ave

Yakima, WA 98901 bob.harrison@yakimawa.gov	Yakima, WA 98902 ckelty@ywcayakima.org
Copy to: Cally Price 129 North 2 nd Street Yakima, WA 98901 Cally.price@yakimawa.gov	

33. Services Provided in Accordance with Law and Rule and Regulation.

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

If there is an irreconcilable conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall control over the language contained in the exhibit or the attachment, unless the exhibit provision expressly indicates that it controls over inconsistent contract language. If there is conflict among requirements set forth in exhibits, language contained in the lower numbered exhibit shall control unless the higher numbered exhibit provision expressly indicates that it controls over inconsistent lower numbered exhibit language.

34. Applicable Law.

- A. This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for Yakima County, Washington.
- B. Contractor agrees to comply with the requirements of section 603 of the Act, the Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal laws, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Contract.**
- C. Federal regulations applicable to this award include, without limitation, the following:**
 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, including the following:**
 - i. Subpart A, Acronyms and Definitions;**
 - ii. Subpart B, General Provisions;**

- iii. **Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;**
- iv. **Subpart D, Post-Federal Award Requirements;**
- v. **Subpart E, Cost Principles; and**
- vi. **Subpart F, Audit Requirements.**

Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

New Restrictions on Lobbying, 31 C.F.R. Part 21.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

Generally applicable federal environmental laws and regulations.

- D. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:**
- i. **Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's Implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;**
 - ii. **The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;**

- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;**
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and**
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto;**
- vi. Hatch Act. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of federal employees, as well as certain other employees who work in connection with federally funded programs.**

E. PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (2 CFR 183)

- i. The Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received under this Contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities. The Contractor must terminate or void in whole or part any subcontract with a person or entity listed in the System Award Management Exclusions (SAM) as a prohibited or restricted sources pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subcontract.
- ii. The Federal awarding agency has the authority to terminate or void this Contract, in whole or in part, if the Federal awarding agency becomes aware that the Contractor failed to exercise due diligence as required by paragraph A of this clause or if the Federal awarding agency becomes aware that any funds received under this Contract have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- iii. In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the Contractor and its Subcontracts to the extent necessary to ensure that funds, including supplies and services, available under this Contract are not provided, directly or indirectly, to a person or entity that is actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.
- iv. The Contract must include the substance of this clause, including paragraph, in subcontracting agreements that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

F. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (CFR 200.216)

- i. Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:
- ii. Contractor and Subcontractor are prohibited from obligating or expending contract funds to:
 - a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

G. DOMESTIC PREFERENCES FOR PROCUREMENTS (CFR 200.322)

- i. As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracting agreements and purchase orders for work or products under this contract.
- ii. For purposes of this section:
 - a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.
 - b. “Manufactured products” means items and construction material composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

35. No Third-Party Beneficiaries.

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

36. Non-Waiver of Breach.

Waiver of any default shall not be deemed to be a waiver of any subsequent default. No action or failure to act by the City shall constitute a waiver of any right or duty afforded to the City under the Contract; nor shall any such action or failure to act by the City modify the terms of the Contract or constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the City in writing.

37. Emergency Response Requirements.

Within three months of the execution of this Contract, the Contractor shall prepare and make available to the City upon request, the necessary plans, procedures and protocols to:

- A. Respond to and recover from a natural disaster or major disruption to Contractor operations such as a work stoppage.
- B. Continue operations during a prolonged event such as a pandemic.

If the Contractor does not have any such plan as of the start of this Contract, the Contractor may request (i) an extension of the time needed to create a plan, and (ii) for assistance from the City in preparing such a plan.

At a minimum, any plans, procedures, or protocols described in this section must include how the Contractor plans to continue to provide the services described in or funded by this Contract.

38. Contractor Certification.

By signing this Contract, the Contractor certifies that, in addition to agreeing to the terms and conditions provided herein, it has read and understands all contracting requirements as contained in this Contract and the Exhibits and Attachments hereto.

39. Payment Procedures; Prompt Payment of Subcontractors.

For Work Accepted by the City the Contractor shall furnish invoices to the City. All invoices shall be sent to the City of Yakima, c/o the Finance Department. All invoices shall contain the following information:

- A. Invoice date
- B. Purchase order number (if provided by the City)
- C. Ship to address/location
- D. Remit address
- E. Item number(s)

- F. Description of supplies or services
- G. Quantities
- H. Unit prices
- I. Subtotal and totals amount
- J. Discount terms or amount, if applicable
- K. Applicable sales tax with correct tax rate based on destination

For each item invoiced, provide the complete description of the products, services, phases or milestones Accepted, hours worked and Contract hourly rates, or authorized fees.

The City will not be bound by prices contained in an invoice that are higher than those in Exhibit B, or if not used as part of this Contract, then the current price list for this Contract approved by the City. Within thirty (30) Days after receipt of an invoice, the City shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the City will make payment directly to the State.

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within ten (10) Days from the receipt of each payment the Contractor receives from the City.

40. Pricing.

Prices shall remain firm for the duration of the Contract. The Contractor may request a price change(s) in writing delivered to the City. The Contractor shall provide documentation satisfactory to the City in support of its request. The City reserves the right, in its sole discretion, to grant the request as submitted, engage the Contractor in a discussion about modifications to the request, or deny the request in its entirety. Any change in pricing granted by the City shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

41. Shipping Charges

All prices shall include freight FOB to the designated delivery point. The City shall reject requests for additional compensation for freight charges.

42. Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the

requirements of this Contract; provided, however, "force majeure" shall not include the COVID-19 pandemic which is ongoing as of the date of the execution of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the City shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

43. Severability.

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

44. Background Checks.

Contractor warrants and represents that each and every Contractor employee can meet the following requirements: (a) No convictions within the past ten (10) years for crimes involving computers, moral turpitude, including fraud, perjury, dishonesty; and (b) No adverse employment actions within the past ten (10) years regarding dishonesty or the use or misuse of computers.

Contractor employees needing access to secure areas, records, or systems may be required to complete a security/background check by the City. The City may require Contractor's employees, agents, consultants or Subcontractors to complete a brief questionnaire and complete fingerprinting as part of the investigation process. The required background check will review and evaluate driving records, criminal records, employment histories, military records, personal and employment references and related information. Contractor employees failing the background check may, at the sole discretion of the City, be restricted from working within secured areas or with City systems in any capacity. The Contractor will assign alternative staff who have passed the background check to meet the requirements of the Contract.

45. Subaward Language.

Pursuant to 2 C.R.F. Part 200.320, an agency must make a determination whether the scope of work falls under a Subrecipient or Contractor relationship. The non-Federal entity may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor. The Federal awarding agency may supply and require recipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section.

- A. Subrecipients. A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:**
- i. Determines who is eligible to receive what Federal assistance;**
 - ii. Has its performance measured in relation to whether objectives of a Federal program were met;**
 - iii. Has responsibility for programmatic decision making;**
 - iv. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and**
 - v. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.**
- B. Contractors. A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:**
- i. Provides the goods and services within normal business operations;**
 - ii. Provides similar goods or services to many different purchasers;**
 - iii. Normally operates in a competitive environment;**
 - iv. Provides goods or services that are ancillary to the operation of the Federal program; and**
 - v. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.**
- C. Use of Judgment in Making Determination. In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.**

If the agency determines that the scope of work falls under a subrecipient relationship, all of the information below must be included in any subaward agreement:

(i) Subrecipient agency name (which must match the name associated with its unique entity identifier);	YWCA of Yakima
(ii) Subrecipient agency's unique entity identifier (i.e. DUNS);	TIN 91-0565563

(iii) Federal Award Identification Number (FAIN) or Federal;	CFDA 21.027
(iv) Federal Award Date;	March 3, 2021 through December 31, 2024
(v) Subrecipient agency Period of Performance Start and End Date;	March 3, 2021 through December 31, 2024
(vi) Amount of Federal Funds Obligated to the subrecipient agency by this action;	Two Million Dollars (\$2,000,000.00)
(vii) Total Amount of Federal Funds Obligated to the subrecipient agency;	Two Million Dollars (\$2,000,000.00)
(viii) Total Amount of the Federal Award committed to the subrecipient;	Two Million Dollars (\$2,000,000.00)
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS – CITY OF YAKIMA, Public Health Category
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official	Federal Awarding Agency: DEPARTMENT OF THE TREASURY Pass-Through Entity: CITY OF YAKIMA Jennifer Ferrer-Santa Ines Finance Director Jennifer.ferrer@yakimawa.gov
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA 21.027 Coronavirus State and Local Fiscal Recovery Funds
(xii) Identification of whether the award is R&D; and	No
(xiii) Indirect cost rate for the Federal Award	N/A
Is the agency a subrecipient for the purposes of this agreement?	Yes

The subawardee must be in compliance with the below and must note the required information in their subaward agreements:

- (1) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and**
- (2) Appropriate terms and conditions concerning closeout of the subaward.**
- (3) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;**
- (4) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial**

and performance reports;

- (5) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:**
- (a) The subrecipient's prior experience with the same or similar subawards;**
 - (b) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;**
 - (c) Whether the subrecipient has new personnel or new or substantially changed systems; and**
 - (d) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).**
- (6) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.**
- (7) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:**
- (a) Reviewing financial and performance reports required by the pass-through entity.**
 - (b) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.**
 - (c) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.**
- (8) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:**
- (a) Providing subrecipients with training and technical assistance on program-related matters; and**
 - (b) Performing on-site reviews of the subrecipient's program operations;**

(c) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.

- (9) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.**
- (10) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.**
- (11) Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.**

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:

CITY OF YAKIMA

YWCA OF YAKIMA



Robert Harrison, City Manager

2/8/2023

Date



Cheri Kilty, Executive Director

1/25/2023

Date

CITY CONTRACT NO: 2023-027
RESOLUTION NO: R-2023-025

EXHIBIT A- SCOPE OF WORK AND COVID INFORMATION

1. SCOPE OF WORK

The YWCA of Yakima has contracted with Hogback Development to purchase property to increase its capacity to serve victims of domestic violence and intimate partners violence. The funding provided by this contract will be used for construction to convert the building into shelter rooms and associated space for services for victims of domestic violence. Further information about the construction costs is found in the budget.

Currently, the facility is vacant, and was previously utilized for medical and office space. Significant construction activities are necessary to convert the building from office and clinical space to residential spaces for clients. Construction, funded in part by this contract, will create 45 safe emergency shelter rooms that can house approximately 117 adults and children. In addition, men fleeing domestic violence will also be able to receive safe shelter at the facility.

In addition to shelter, domestic violence victims will receive a wide range of vital services like legal advocacy including assistance with completing and filing protection orders and education on legal remedies available, safety planning, crisis services, including 24-hour crisis hotline, individualized case management, mental health and substance abuse, education and domestic violence awareness classes, after care counseling; life skills training; and financial education. Special attention will be given to the needs of children including how the facility is designed and services tailored to each child and family's needs. Providing crisis housing and services leads to breaking the cycle of abuse, trauma and violence. As part of the conversion, some spaces will be reconstructed into appropriate office and conference room space to facilitate the services anticipated to be offered at the shelter.

The positive impact of this project is community members experiencing domestic violence will have a safe place to go during times of crisis. Having safe housing helps increase personal and public safety leading toward a healthier community. When victims can address the trauma of domestic violence, they develop stronger mental and physical health. When they see the community supporting their efforts to rebuild their life. As a result, they make a positive impact back into the community.

2. RELATION OF WORK TO COVID PANDEMIC

The proposed project will help address the increasing critical shortage of crisis shelter for victims of domestic violence in Yakima, WA. The YWCA Yakima is hereby proposing a second facility that will expand our crisis shelter and transitional housing program, provide case management services and help victims rebuild their lives.

Yakima, Washington experiences domestic violence at a rate higher than the rest of the state. The rate of incidents of domestic violence per 1,000 residents is twice as high as the average of the entire state (13.9 incidents per 1,000 in Yakima compared to 7.4 incidents per 1,000 in Washington). The prosecutor's office averages 16 new domestic violence charges filed each week. Officers respond to countless calls for service each day.

The numbers above have increased by 30% during the global pandemic causing a surge in domestic violence. Within the last 12 months there has been 1,952 intimate partner violence incidents recorded by the Yakima Police Department. See following link for additional data. [Domestic Violence Incidents \(arcgis.com\)](https://arcgis.com). The National Commission on Covid-19 and Criminal Justice shows that domestic violence incidents in the United States increased by 8.1% following lockdown orders.

Over 15,000 hotline calls seeking safe housing from victims of domestic violence were answered by YWCA Yakima staff over the last 3 years. During this same timeframe we have housed 1,200 victims of domestic violence in our crisis housing, while referring another 1,000 to other shelters or other community resources and relocating victims for their own safety to other communities. Turning away victims and referring them to other resources leaves them vulnerable to more violence and abuse.

The funding provided by this contract will assist YWCA Yakima alleviate some of the crisis shelter and transitional housing beds needed in the City of Yakima.

EXHIBIT B BUDGET

Form 6A: Development Budgets

Project Name: BRINGING IT HOME II

Date of Budget: 9/12/2022

		RESIDENTIAL					
% Total Project Cost	Total Project Cost	Source Name	Source Name	Source Name	Source Name	Source Name	Source Name
		HTF	City of Yakima ARPA	Yakima County ARPA	Congressional Funds	Capital Campaign	
		Amount	Amount	Amount	Amount	Amount	Amount
		\$ 7,536,914	\$ 2,000,000	\$ 4,000,000	\$ 2,500,000	\$ 3,239,382	
	Residential total						

Bond Related Costs of Issuance (4% Tax Credit/Bond Projects Only)

Issuer Fees & Related Expenses	0%	\$ -					
Bond Counsel	0%	\$ -					
Trustee Fees & Expenses	0%	\$ -					
Underwriter Fees & Counsel	0%	\$ -					
Placement Agent Fees & Counsel	0%	\$ -					
Borrower's Counsel - Bond Related	0%	\$ -					
Rating Agency	0%	\$ -					
SUBTOTAL	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total Development Cost:	\$ 19,276,296	\$ 19,276,296
Total Sources:	\$ 19,276,296	\$ 19,276,296
	\$ 7,536,914	\$ 2,000,000
	\$ 4,000,000	\$ 2,500,000
	\$ 3,239,382	\$ -

EXHIBIT C- CONTRACTOR'S PROPOSAL

Yakima, Washington experiences domestic violence at a rate higher than the rest of the state. The rate of incidents of domestic violence per 1,000 residents is almost twice as high as the average of the entire state (13.9 incidents per 1,000 in Yakima compared to 7.4 incidents per 1,000 in Washington). The prosecutor's office averages 16 new domestic violence charges filed each week. Officers respond to countless calls for service each day.

Over 15,000 hotline calls seeking safe housing from victims of domestic violence were answered by YWCA Yakima staff over the last 3 years. During this same timeframe we have housed 1200 victims of domestic violence in our crisis housing, while referring another 1000 to other shelters or other community resources and relocating victims for their own safety to other communities. Turning away victims and referring them to other resources leaves them vulnerable to more violence and abuse.

This project will help address the ongoing critical shortage of crisis beds for victims of domestic violence in Yakima, WA. The YWCA Yakima proposes a second facility that would add 50 additional crisis shelter and transitional housing beds, provide case management services and help victims rebuild their lives.

YWCA Yakima is seeking funding to expand the number of domestic violence crisis beds available. YWCA Yakima have identified the Old St. Elizabeth Nursing School building as a suitable facility in our community to renovate and provide 50 plus beds for families fleeing domestic violence. This expansion will help us

Domestic violence victims will receive a wide range of vital services like legal advocacy including assistance with completing and filing protection orders and education on legal remedies available, safety planning, crisis services, including 24-hour crisis hotline, individualized case management, mental health and substance abuse, education, and domestic violence awareness classes, after care counseling; life skills training; and financial education. Special attention will be given to the needs of children including how the facility is designed and services tailored to each child and family's needs. Providing crisis housing and services leads to breaking the cycle of abuse, trauma, and violence.

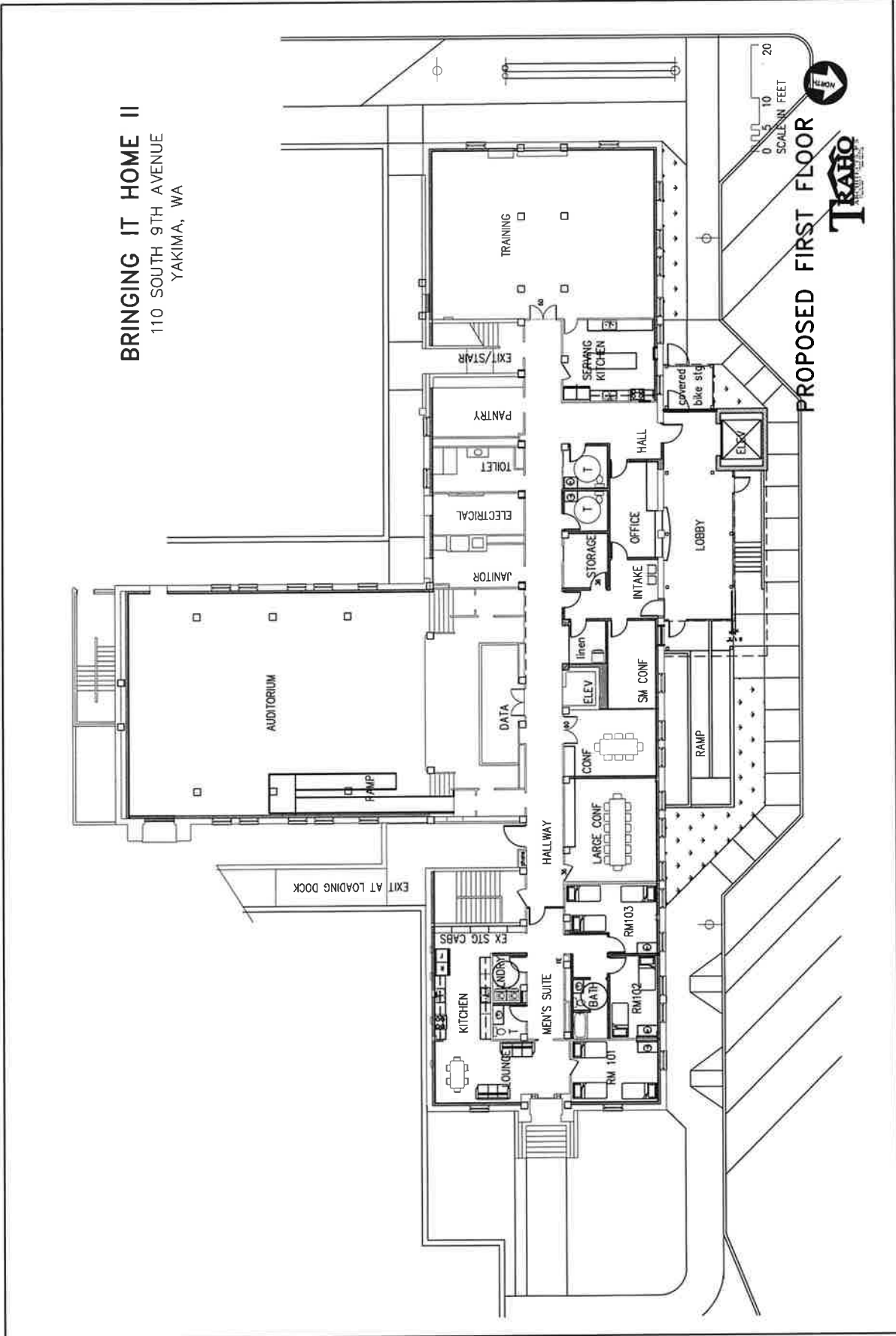
The positive impact of this project is community members experiencing domestic violence will have a safe place to go during times of crisis. Having safe housing helps increase personal and public safety leading toward a healthier community. When victims can address the trauma of domestic violence, they develop stronger mental and physical health. When they see the community supporting their efforts to rebuild their life. As a result, they make a positive impact back into the community.

The current YWCA Yakima facility houses 400 victims of domestic violence a year and we have another 400 plus victims that we work with to find a safe place to stay until the YWCA has space to bring the family into its shelter. Adding an additional facility with 45 new safe residential spaces that can serve up to 117 adults and children will enable us to better meet the needs of the community. Further, some

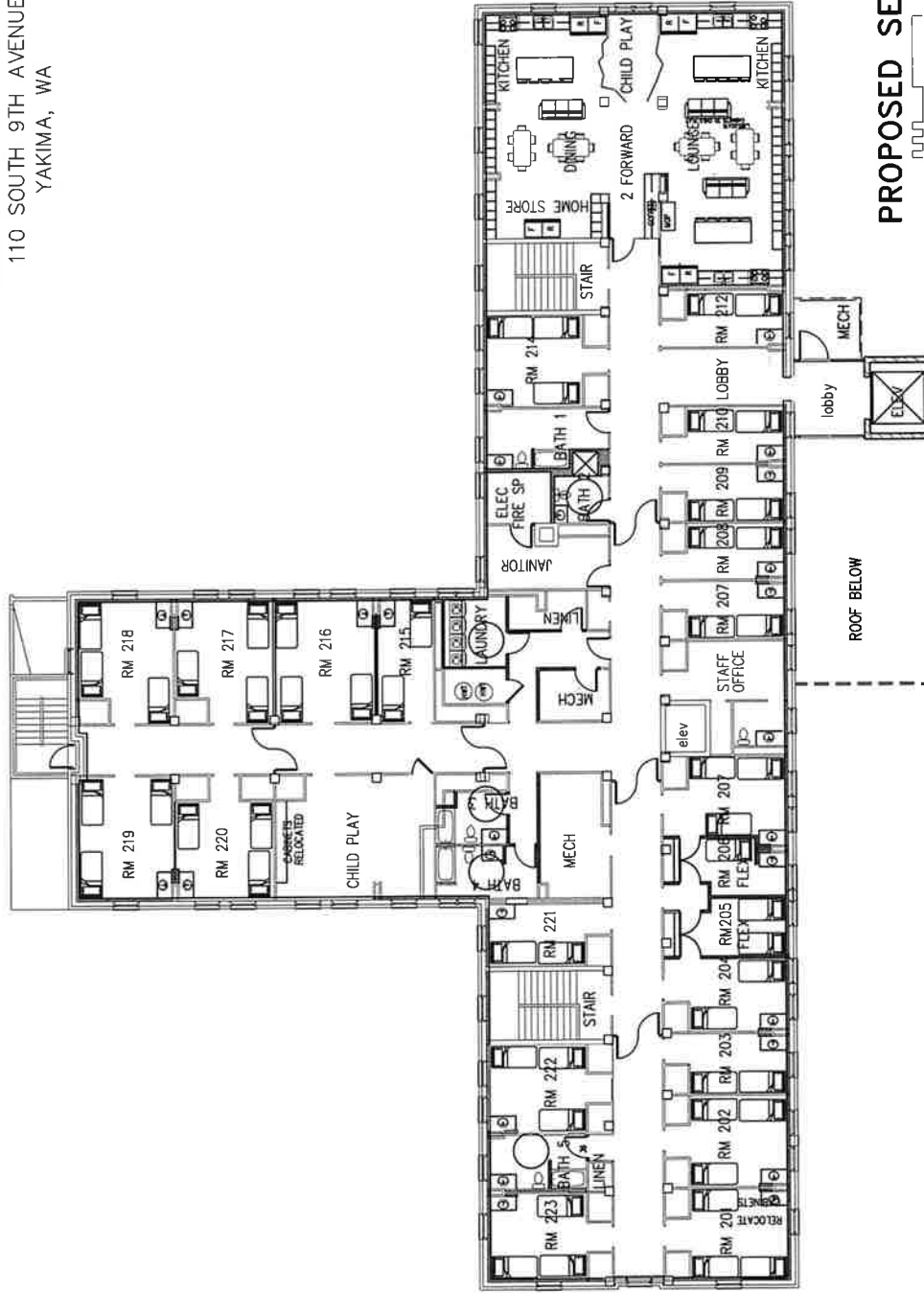
space will be reserved for men who are victims of domestic violence, serving a portion of the community which the YWCA did not previously have the capacity to serve with shelter beds. The construction project proposes reconstruction of the interior space in a three story building which formerly held office space for a local hospital. That space will be converted into shelter rooms for victims and their families, shared kitchen and living space, areas where victims and families can receive services, and office space. The plans for each floor are attached as part of this proposal.

Please also see the Scope of Work which outlines with more particulars the construction project.

BRINGING IT HOME II
 110 SOUTH 9TH AVENUE
 YAKIMA, WA



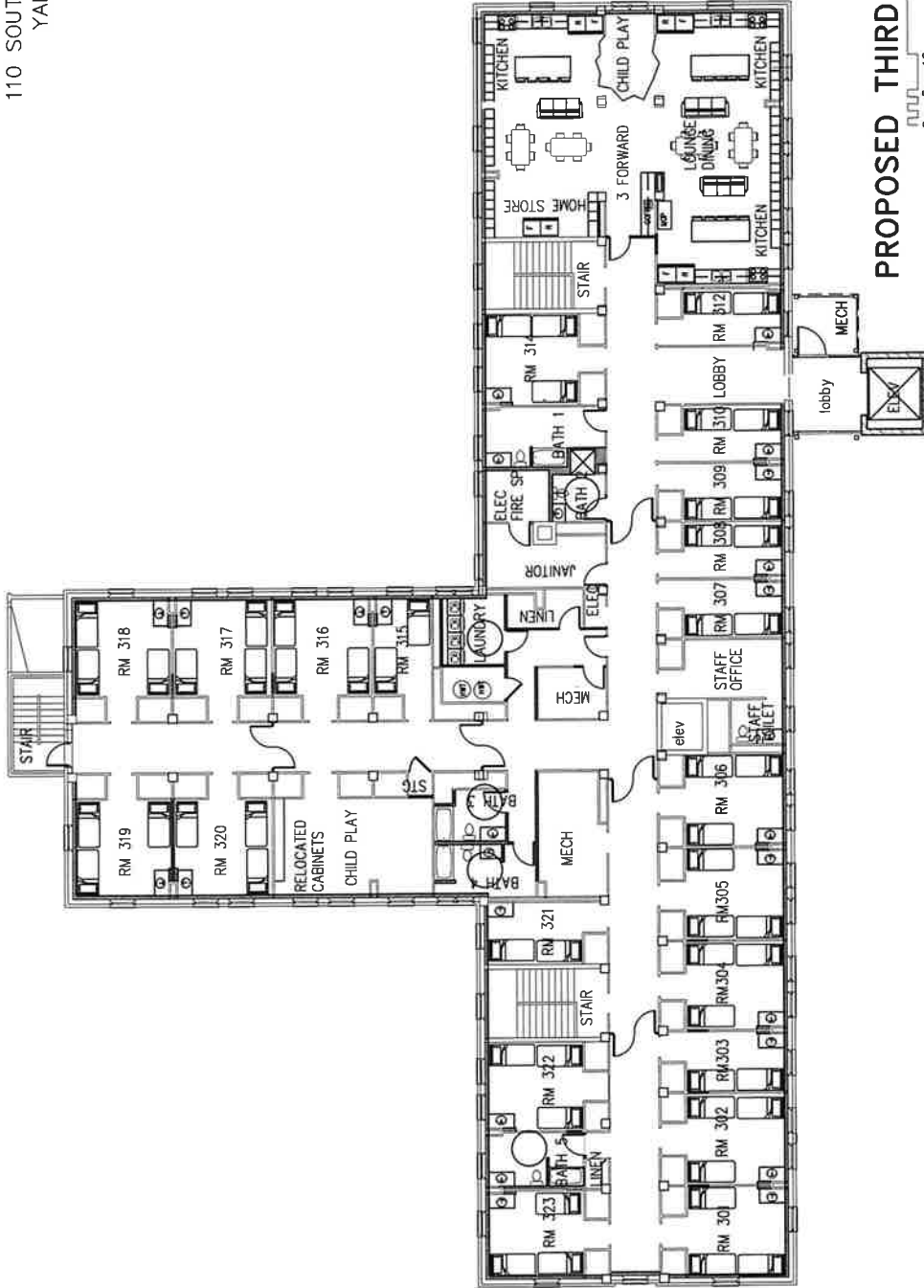
BRINGING IT HOME II
 110 SOUTH 9TH AVENUE
 YAKIMA, WA



PROPOSED SECOND FLOOR



BRINGING IT HOME II
 110 SOUTH 9TH AVENUE
 YAKIMA, WA



PROPOSED THIRD FLOOR

SCALE IN FEET
 0 5 10 20



EXHIBIT D- CIVIL RIGHTS CERTIFICATION

CIVIL RIGHTS CERTIFICATION FORM

The funds provided to the grantee named below (hereinafter referred to as the "Grantee") are available under section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act.

Grantee understands and acknowledges that:

As a condition of receipt of federal financial assistance from the Department of the Treasury, with monies distributed through the City of Yakima, Grantee provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to Grantee, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of Grantee's program(s) and activity(ies), so long as any portion of Grantee's program(s) or activity(ies) is federally assisted in the manner prescribed above

Grantee certifies the following:

1. Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Grantee acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Grantee's programs, services, and activities.
3. Grantee agrees to consider the need for language services for LEP persons when Grantee develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Grantee acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and its successors, transferees, and assignees for the period in which such assistance is provided.
5. Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Grantees of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as

implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Contractor for the period during which it retains ownership or possession of the property.
7. Grantee shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Grantee shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Grantee shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Grantee also must inform the Department of the Treasury if Contractor has received no complaints under Title VI.
9. Grantee must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Contractor and the administrative agency that made the finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

I hereby certify that I have read and understood the obligations described above, that Grantee is in compliance with the above-described nondiscrimination requirements, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document could subject me to punishment under federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

Cheri Kettx
Printed Name
Executive Director
Title

Cheri Kettx
Signature
1/25/2023
Date

EXHIBIT E- LOBBYING CERTIFICATION

LOBBYING CERTIFICATION FORM

The undersigned certifies, to the best of the undersigned's knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, as attached.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that I have read the above certification, and that the information and my statements provided herein by me are true and correct to the best of my knowledge, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document could subject me to punishment under federal and/or civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

Cheri Kelly
Printed Name

Executive Director
Title

Cheri Kelly
Signature

1/25/2023
Date

EXHIBIT F COST CERTIFICATION

COST CERTIFICATION

I certify that:

1. I have authority and approval from the governing body on behalf of the YWCA of Yakima ("Grantee") to accept proceeds from the City of Yakima (the "City") per the Agreement by and between the City and Grantee from the City's allocation of the Coronavirus Local Fiscal Recovery Fund ("CLFR") as created by the American Rescue Plan Act of 2021, Section 9901 ("ARPA") for eligible expenditures included on the corresponding invoice voucher for report period March 3, 2021 through December 31, 2024.
2. I understand that as additional federal guidance becomes available, an amendment to the Contract between the City and Grantee may become necessary and agree to execute necessary amendments.
3. I understand the City will rely on this certification as a material representation in processing reimbursements or payment requests.
4. I understand the Grantee receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 Retention requirements for records of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Such documentation shall be produced to the City upon request and may be subject to audit by the State Auditor.
5. I understand any funds provided pursuant to this certification cannot be used for expenditures for which Grantee has received any other funding whether state, federal or private in nature, for that same expense.

I hereby certify that I have read the above certification, and that the information and my statements provided herein by me are true and correct to the best of my knowledge, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document could subject me to punishment under federal and/or civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

Cherik Kilty
Printed Name

Executive Director
Title

Cherik Kilty
Signature

4/25/2023
Date

EXHIBIT G CONTRACT BETWEEN THE FEDERAL GOVERNMENT AND CITY OF YAKIMA

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Yakima 129 N 2nd St Yakima, Washington 98901	DUNS Number: 078212651 Taxpayer Identification Number: 916001293 Assistance Listing Number and Title: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:


Authorized Representative Signature (above)

Authorized Representative Name: Robert Harrison

Authorized Representative Title: City Manager

Date Signed: _____

U.S. Department of the Treasury:



Authorized Representative Signature (above)

Authorized Representative Name: Jacob Leibenluft

Authorized Representative Title: Chief Recovery Officer, Office of Recovery Programs

Date Signed: May 17, 2021

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to City of Yakima by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the City of Yakima (hereinafter referred to as “the Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient’s programs, services and activities, so long as any portion of the recipient’s program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient’s successors, transferees and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient’s sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient

Date

Signature of Authorized Official:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

eliminating racism
empowering women
ywca

YWCA Yakima
818 W Yakima Ave.
Yakima, WA 98902

T: 509-248-7796
F: 509-575-5398
www.ywcayakima.org

July 12, 2024

City of Yakima
City Hall - City Manager's Office
129 N Second Street
Yakima WA 98901

Attention: Dave Zabell, Interim City Manager
Rosylen Oglesby, Assistant City Manager

Re: YWCA Yakima Bringing It Home II 24-Hour Domestic Violence Shelter
Contract Extension Request

YWCA Yakima is respectfully requesting a 1(one) year increment extension of the ARPA Agreement dated 2/14/2023. YWCA Yakima has secured 100% of the necessary funding to rehabilitate the proposed adaptive re-use shelter facility as shown on table below:

Development Source List

Funding Source	Amount	Status
WA State Direct Allocations	\$8,845,000	Committed
City of Yakima ARPA	\$2,000,000	Committed
Yakima County ARPA	\$1,000,000	Committed
YWCA Capital Campaign	\$1,658,546	Committed
Heritage Bank Financing	\$4,000,000	Committed
Total	\$17,503,546	

Project Overview

The proposed shelter expansion will serve up to (400) four hundred additional persons per year and serve as a bridge and opportunity to survival and quality of life that has been unmet in the past five years in Yakima County. Most recently, in 2023, YWCA Yakima turned away over 1,100 people due to lack of capacity at the current facility. These victims face impossible choices of 1) staying with, or 2) returning to their abuser, or 3) becoming homeless because they cannot find or afford a safe place to live. None of these options are safe, morally, or socially acceptable for the victims and/or their children. This shelter will allow people fleeing domestic violence to find safety, stabilize their lives, and maintain and gain employment to support themselves and their families. Safe housing is the primary need for domestic violence survivors and a critical component to their long-term safety and stability.

YWCA of Yakima is a 501 (C)3 nonprofit organization, tax-ID #91-0565563, and acknowledge that no goods or services were provided to you in return for your contribution. This letter is your receipt and should be kept with your tax credit reports. The charitable deduction may be disallowed if you are unable to provide this acknowledgement to the IRS upon request.

Adaptive Re-Use Timeline

July 2024	7/25/24 Right of Way Vacate Hearing – City of Yakima Funder pre-closing requirements Architect schematic design
August 2024	Start land and building acquisition Funder pre-closing requirements and Architect Design development
Sept 2024	Closing land and building acquisition Funder pre-closing requirements, and Architect construction documents
October 2024	Start Capital Financing closing. Architect construction documents, building and permitting packet
Nov 2024	Complete Capital financing closing and Building clean up. Architect Construction documents, building and permitting
Dec 2024	Issue notice to proceed to General Contractor Begin Construction/Rehabilitation work
Jan 2024 to Feb 2026	Draw down City of Yakima ARPA funds during first quarter. Construction/Rehabilitation progress Projected construction completion by February 2026
March 2026	Certificate of Occupancy issued Certificate of Substantial Completion Issued & Final Punch List walk through
May 2026	Furnishing and Office set up
June 2026	Start Shelter Operations

Our plan is to spend down Yakima City ARPA funds during the first quarter of construction. ARPA funds will be used to cover the cost of demolition, environmental mitigation, masonry repairs, and mechanical system upgrades.

Thank you for considering our extension request. Please reach out to us if you have any questions or need any additional documents or information.

Sincerely,



Cheri Kilty, Chief Executive Officer

YWCA of Yakima is a 501 (C)3 nonprofit organization, tax-ID #91-0565563, and acknowledge that no goods or services were provided to you in return for your contribution. This letter is your receipt and should be kept with your tax credit reports. The charitable deduction may be disallowed if you are unable to provide this acknowledgement to the IRS upon request.



Heritage BANK

June 17, 2024

Young Women's Christian Association of Yakima
Attn: Cheri Kilty
818 W Yakima Ave
Yakima, WA 98902

Dear Cheri:

Heritage Bank is pleased to present you with the following financial proposal for the 24-Hour Domestic Violence Shelter. These terms do not represent a commitment for financing by the Bank, but rather outline the basic business understanding of the proposed transaction. Except for disclosure on a confidential basis to your accountants, attorney, and other professional advisors, the contents of this proposal may not be disclosed in whole or in part to any other party.

Borrower: Young Women's Christian Association of Yakima (the "Borrower").

Guarantor: No guarantors. Please note, if the property ends up held by a single asset entity, the Young Women's Christian Association will guarantee the proposed loan.

Credit Facility: \$4,000,000 Construction Loan Facility – Non-Revolver (the "Construction Loan").

Purpose: The proceeds of the Credit Facility shall be used for the construction of real property commonly known as 910 W Chestnut Ave located in Yakima County, WA.

Interest Rate: The Construction Facility shall be priced at a 3-year Federal Home Loan Bank Rate plus a margin of 1.75%.

Interest Calculation: All calculations of interest and fees shall be made on the basis of 365/365 day year

Pre-Collection of Third Party Costs: Appraisal, appraisal review, environmental report, and other costs, as determined by Heritage Bank, will be collected upon acceptance of this financing proposal.

Term: Loan Maturity: Up to 3 Years – will be tied to funding being collected

Amortization: None, Interest only.

Loan Fee: Borrower agrees to pay a loan fee of \$20,000.



Repayment:

The Credit Facility shall be repaid with monthly payments of accrued interest, with the entire outstanding principal balance payable at maturity which will be tied to funding sources provided by the borrower.

Collateral:

Heritage Bank shall receive a first priority perfected security interest in the following collateral:

- Assignment of Borrower's Capital Campaign Pledges, whether now owned or hereafter acquired.
- Assignment of Grants obtained by Young Women's Christian Association of Yakima.

Real Estate Collateral:

A first Deed of Trust and Assignment of Rents on real property commonly known as 910 W Chestnut Ave, Yakima located in Yakima County, WA.

Maximum loan to value of 50% (LTV will be based on the At-Completion Value). The loan also not to exceed 50% of total project cost. Project costs include funding of land and all hard and soft costs. Land value is considered the lesser of purchase price or appraised value. Construction budget to include a contingency equal to 5% of the budgeted hard costs.

Reporting Requirements:

Financial Information from Borrower. Borrower to provide financial information and statements in form and content acceptable to Heritage Bank.

- Audited Financial Statement due Annually
- Updated Capital Campaign reporting that is acceptable to the Bank showing any material changes to grants and/or pledges.
- Changes in management or Board of Directors.

Conditions Precedent:

The following Conditions are applicable:

- Heritage Bank must order, review and accept an appraisal on the subject property, which must support a Loan-To-Value (LTV) not to exceed 50% of the As-Complete value.
- Heritage Bank review and acceptance of environmental reports on the subject property which must show no environmental concerns.
- Flood insurance is required if the improvements are located in a special flood hazard area.
- Prior to closing, Borrower shall provide Bank with a certificate of insurance in an amount not less than 100% of the full replacement cost of improvements, naming Heritage Bank as Mortgagee/Loss Payee.
- Heritage Bank requires liability protection on all commercial real estate loans as follows:

Loan Amount	Single Limit	Aggregate Limit
Up to \$5 Million	\$500,000	\$1,000,000
Above \$5 Million	\$1,000,000	\$2,000,000



**Conditions Applicable to
all Construction Loan
Facilities:**

- Secondary financing will not be permitted without Lender's prior written consent during the term of the loan.
- Additional information may be required.
- Credit Approval.

- The Credit Facility shall be subject to the receipt, review, and acceptance of the final, approved plans and specs of the proposed project by Heritage Bank's Construction Lending Division. Heritage Bank shall provide a checklist of all construction related documents and permits required for closing.
- The Credit Facility shall be further subject to approval of the contractor (including financials, experience, etc.) and the contract for the proposed project by Heritage Bank's Construction Lending Division.
- Borrower shall provide a detailed description of the sources and uses of funds.
- Borrower shall provide a construction budget detailing all hard and soft costs, including interest reserves, retention, contingencies, etc.
- Budget must be reviewed and approved by Heritage Bank with support from subcontractors to validate figures. Heritage Bank may also require a third-party review of the budget as well as third party inspections for all draw requests, at borrower's expense.
- Copy of approved building permit prior to funding.
- The Borrower shall contribute equity to the project as determined by Heritage Bank.
- Borrower will sign a construction loan agreement which will be prepared by the Lender to cover, among other things, the construction procedures, progress of construction, and method of loan disbursement. Construction of the improvements shall be completed in accordance with the plans and specifications, and as set forth in the Construction Loan Agreement.
- Construction costs and disbursements shall be administered by Heritage Bank's Construction Lending Division during the construction phase.
- During the construction process, Heritage Bank shall have the right to erect (at its own expense), a sign on the project, specifying Lender's financing of the project.

Expenses:

Borrower will pay all reasonable costs and expenses associated with the preparation, due diligence, administration and enforcement of all documentation executed in connection with the Credit Facility, including, without limitation, Heritage Bank's attorneys' fees (including the allocated cost of internal counsel), whether or not the Credit Facility is closed.



Heritage
BANK

**For Discussion
Purposes Only:**

This Summary of Terms and Conditions does not constitute a commitment to lend by Heritage Bank or any of its affiliates and is presented for discussion purposes only. The actual rates, fees, terms and conditions upon which Heritage Bank may extend credit to Borrower is subject to satisfactory completion of due diligence, necessary credit approval and such other terms and conditions as determined by Heritage Bank, in its sole discretion.

Although this letter is not considered a commitment, the terms outlined are based on current market conditions and will expire on August 15, 2024.

STATUTORY NOTICE: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

I appreciate the opportunity to present you with this financing proposal. If you find this proposal acceptable please sign the acknowledgement below and return it to me by August 15, 2024. Please call me if you have questions or need additional information.

Sincerely,

Heritage Bank

Laura Terrazas
SVP, Commercial Banking Team Leader
2205 S 1st Street
Yakima, WA 98903
509-834-2717

Accepted by:

Authorized Signer

Date



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • 360-725-4000
www.commerce.wa.gov

May 23, 2024

Cheri Kilty, Chief Executive Officer
YWCA Yakima
818 W Yakima Ave
Yakima, WA, 98902

RE: Bringing It Home 24 Hour DV Shelter, 2023-25 Capital Budget Appropriation

Dear CEO Kilty:

Congratulations on receiving a direct appropriation of \$8,720,000 in the 2023-25 Capital Budget [ESSB 5949 Sec 1007 (8)] for the “Bringing It Home 24 Hour DV Shelter” project! The Department of Commerce (Commerce), which will administer the project, will retain three percent (3%) to cover direct administrative costs. Accordingly, your net grant amount will be \$8,458,400.

Now that the Capital Budget has been signed into law, our role is to release these funds in a way that meets the intent of the Legislature and conforms to state policies and regulations. We strive to do so expeditiously and will make the process as simple as possible for you.

Over the next few months, Commerce will work with you to determine the most appropriate contract terms for your project. Your loan or grant will be structured as one of the types list in the [Temporary Loan and Grant Policy](#) based on the units, population, and area median incomes (AMIs) identified in your project. The agreed upon outcomes in the final contract’s scope of work will include a minimum 40-year (50-year for King County) period of affordability, unless specified otherwise within the 2023-25 Capital Budget appropriation. More details about the contracting conditions for this project can be found in the attached “2024 Housing Trust Fund Direct Appropriation Conditions.” Additional state and federal conditions (as applicable) will be communicated as they become available.

Please feel free to contact Emily Murphy, Project Manager, by phone at (360)725-3063 or by email at Emily.Murphy@commerce.wa.gov, with any questions that you may have as we move forward with the contract development and project implementation processes.

Sincerely,

DocuSigned by:


47BE383F37A84C9...

Shawn Slape, Managing Director
Multifamily Housing Unit (MHU)
Washington State Department of Commerce

Attachment

Executive Director - Organization
2023-25 Direct Appropriation Congratulatory Letter
May 23, 2024
Page 2

cc: Lisa Sanchez, Assistant Managing Director, Department of Commerce
Emily Murphy, MHU Project Manager, Department of Commerce



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

July 3, 2023

Cheri Kilty
YMCA Yakima
818 W Yakima Ave
Yakima, WA 98902

Dear Cheri:

Congratulations! Governor Inslee recently signed the 2023-25 State Capital Budget, which includes an appropriation of \$125,000 for the Bringing It Home II 24-Hour Domestic Violence Shelter (Yakima) Project. The Department of Commerce, which will administer the project, will retain three percent (up to a maximum of \$50,000) to cover our administrative costs. Accordingly, your net grant award will be \$121,250.

Prior to receiving funds, your organization will need to fulfill the following requirements:

- Provide documentation of your organization's financial ability to complete the project. All funds from sources other than the state must be expended, raised, or secured by documented pledges or loans.
- For nonprofit grantees, any property relevant to the project must be owned or secured by a long-term lease that remains in effect for a minimum of ten years following the final payment date the date the facility becomes usable by the public, whichever is later. A lien on owned property is also required when receiving grants over \$250,000.
- Prevailing wages must be paid for all construction labor costs incurred as of May 16, 2023.
- Review by the Washington State Department of Archaeology and Historic Preservation and any affected Tribes (Governor's Executive Order 21-02).
- Your project may also need to comply with the state's green buildings standards (RCW 39.35D).

Please fill out the linked [Contract Readiness Survey](#) and submit at your earliest convenience.

Also enclosed is a comprehensive set of contracting guidelines to assist you with the process. If you have any questions or need additional information, please contact your Project Manager, Chuck Hunter, at (360) 764-3312 or chuck.hunter@commerce.wa.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tony Hanson".

Tony Hanson, Deputy Assistant Director
Local Government Division

1 (6) (~~(\$4,000,000)~~) \$14,000,000 of the state taxable building
2 construction account—state appropriation is provided solely for a
3 grant to the northwest cooperative development center to provide
4 subgrants for the acquisition and preservation of mobile or
5 manufactured home communities. Funding provided under this subsection
6 may be used to acquire mobile or manufactured home communities for
7 the purpose of avoiding household displacement due to sale or other
8 transactions and ensuring preservation of housing affordability for
9 low-income households for a minimum of 40 years.

10 (7) (~~(\$2,000,000)~~) \$7,000,000 of the state taxable building
11 construction account—state appropriation is provided solely for
12 capital improvements to mobile home or manufactured home communities
13 and includes the following:

14 (a) \$5,500,000 is provided solely for a grant to the northwest
15 cooperative development center to provide subgrants to organizations
16 that are "mobile home park cooperatives" or "manufactured housing
17 cooperatives" under RCW 59.20.030 for completing capital improvement
18 processes. Subgrants provided under this subsection may be used
19 solely for critical improvements, repairs, and infrastructure
20 upgrades to promote the preservation of mobile or manufactured home
21 communities as affordable housing. The grantee must award subgrants
22 based on needs relating to health, safety, and cost; and

23 (b) \$1,500,000 is provided solely for the Alpine Ridge Utility
24 Upgrades project.

25 (8) (~~(\$40,337,000)~~) \$71,876,000 of the state taxable building
26 construction account—state appropriation is provided solely for the
27 following list of projects:

African Diaspora Cultural Anchor Village (SeaTac) . . .	\$4,000,000
<u>Bringing It Home II 24-Hour Domestic Violence Shelter.</u>	<u>\$8,720,000</u>
<u>Broadway Senior Housing.</u>	<u>\$1,000,000</u>
<u>Casa MiA: Supporting Housing for Survivors.</u>	<u>\$1,030,000</u>
<u>Cedar House.</u>	<u>\$112,000</u>
<u>Generations Place Workforce Housing.</u>	<u>\$1,600,000</u>
Gravelly Lake Commons at LASA (Lakewood)	\$500,000
((Kenmore Supportive Housing (Kenmore).	—\$1,000,000))
<u>Habitat for Humanity.</u>	<u>\$6,000,000</u>
<u>KCR Mills Crossing Affordable Housing.</u>	<u>\$2,000,000</u>
Leavenworth Affordable Workforce Rental Housing (Leavenworth)	(\$1,000,000) <u>\$2,300,000</u>



BOARD OF YAKIMA COUNTY COMMISSIONERS

Amanda McKinney
District 1

Kyle Curtis
District 2

LaDon Linde
District 3

March 3, 2023

Cheri Kitty
YWCA Yakima
3603 Carol
Yakima, WA 98902

Re: ARPA Application # 37840 – Bringing It Home II

Dear ARPA Applicant-

Congratulations! The Board of Yakima County Commissioners has agreed to fund **\$1,000,000.00** from Yakima County's American Rescue Plan Act Recovery (ARPA) funds for the project stated above. We had many more applications than we had anticipated and those that we received were all very impressive so it took longer than anticipated to finalize the allocation of these funds.


Here is what you can expect moving forward on your ARPA award. Yakima County is working with CliftonLarsonAllen, LLC, to implement an ARPA tracking system to support the application, contracting, reimbursement and federal reporting requirements for the ARPA funds. Once this is in place, you will be contacted and shown how to enter your information into the system so we can move the agreement between Yakima County and your entity forward. Your contact with Yakima County will be Craig Warner, Financial Services Director, at (509) 574-1313 or at craig.warner@co.yakima.wa.us. If you have questions, please contact Craig.

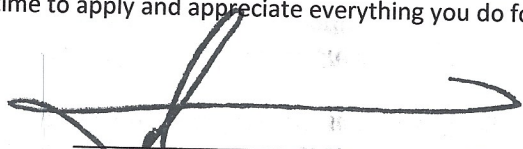
We know that we may not have been able to fund your entire project, and even if we did with inflation, you may be looking for other resources. Here are various funding opportunities that may be applicable to your project/program. We encourage your organization to look at the following resources to see if your project/program meets the funding guidelines:


- Supporting Investment in Economic Development (SIED)
<https://chooseyakimavalley.com/doing-business/public-infrastructure-funding-program-sied/>
- Yakima Valley Community Foundation
<https://yakimavalleycf.org/>
- WA Department of Commerce
<https://www.commerce.wa.gov/category/contracting-with-commerce/grants-and-loans/>
- Legends Casino – Yakama Cares
<https://legendscasino.com/yakama-cares/>
- Federal Government Grants and Loans
<https://www.usa.gov/grants>

We thank you for taking the time to apply and appreciate everything you do for our community.

With appreciation,


LaDon Linde
Chair of the Board
Commissioner, District 3


Amanda McKinney
Commissioner, District 1


Kyle Curtis
Commissioner, District 2

Bringing It Home II

24-Hour Domestic Violence Shelter

YWCA Program Expansion Need

- Yakima County, Washington is experiencing alarming domestic violence incidents at a much higher rate than the rest of the state and nation. The rate of incidents of domestic violence per 1,000 residents is almost twice as high as the average of the entire state (13.9 incidents per 1,000 in Yakima County compared to 7.4 incidents per 1,000 in Washington State).
- Current YWCA is at capacity – in 2023, over 1,100 people were turned away
- New facility will provide 41 units with up to 112 beds to serve over 400 people annually.



Development Cost & Committed Sources

Funding Source	Amount	Status
WA State Direct Allocations	\$8,845,000	Committed
City of Yakima ARPA	\$2,000,000	Committed
Yakima County ARPA	\$1,000,000	Committed
YWCA Capital Campaign	\$1,658,546	Committed
Heritage Bank Financing	\$4,000,000	Committed
Total	\$17,503,546	

Project Timeline

Month & Year	Process Description
July 2024	7/25/24 Right of Way Vacate Hearing – City of Yakima Funder pre-closing requirements Architect schematic design
August 2024	Start land and building acquisition Funder pre-closing requirements and Architect Design development
Sept 2024	Closing land and building acquisition Funder pre-closing requirements, and Architect construction documents
October 2024	Start Capital Financing closing Architect construction documents, building and permitting packet
Nov 2024	Complete Capital financing closing and Building clean up Architect Construction documents, building and permitting
Dec 2024	Issue notice to proceed to General Contractor Begin Construction/Rehabilitation work
January 2025 to February 2026	Draw down City of Yakima ARPA funds first Construction/Rehabilitation progress Projected construction completion by February 2026
March 2026	Certificate of Occupancy issued, Certificate of Substantial Completion Issued & Final Punch List walk through
May 2026	Furnishing and offices set up
June 2026	GRAND OPENING and SHELTER OPERATIONS START

Scope of Work Summary

- Asbestos, lead paint and mold mitigation (high priority)
- New entrance addition, masonry repairs
- New elevator addition to meet accessibility requirements
- Demolition – flooring, ceiling tiles, etc.
- Repair terrazzo flooring, brick veneer, roof
- Replace gutters, downspouts, and windows
- Add a new HVAC system, new kitchens, restrooms, and sprinkler system
- Repair and upgrade plumbing and electrical systems
- Add framing to create additional rooms

Unit Renderings



Questions?

- Cheri Kilty, CEO YWCA
ckilty@ywcayakima.org
- Marty Miller, ED ORFH
martym@orfh.org
- Jake Martinez-Parry and
Isabel Garcia, Developers ORFH
jakemp@orfh.org
isabelg@orfh.org

Thank you!





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

Item No. 3.D.
For Meeting of: July 23, 2024

ITEM TITLE: Rate Studies for Refuse, Wastewater and Stormwater

SUBMITTED BY: Scott Schafer, Public Works Director

SUMMARY EXPLANATION:

Public Works has prepared Rate Study presentations for Refuse, Wastewater and Stormwater for 2025-2028.

- Refuse - Trace Bradburn, Solid Waste Manager with Chris Bell of Bell & Associates
- Wastewater and Stormwater - Mike Price, Wastewater/Stormwater Manager with Tage Aaker of FCS Group

In developing and setting rates, it is important to base it on actual costs to ensure the rate structure properly supports the cost of providing the essential services but is also fair and equitable to the users.

ITEM BUDGETED: N/A

STRATEGIC PRIORITY: Fiscal Sustainability

RECOMMENDATION: No action is needed. The Rate Studies are to inform the City Council and will be discussed further as part of the 2025/2026 Budget process later this fall.

ATTACHMENTS:

[Yakima Refuse Division Collection Rate Presentation2.pdf](#)
[Yakima Wastewater & Stormwater Rate Study B&W.pdf](#)

Yakima Refuse Division Collection Rate Presentation

Presented by Chris Bell
Bell & Associates
July 23, 2024

Refuse Division Background

Residential Customers	25,977
32 gallon cart – 4,212	
96 gallon cart – 21,765	

Yard Debris Customers	6,655
Container Customers	306

Collected Waste in 2023	
Solid Waste	30,407 tons
Yard Debris	3,654 tons

Driver FTEs	13
Support FTEs	5
Managers FTEs	3

Daily Collection Routes	
Residential	10
Container	2
Yard Debris	3
Clean City	1

Rate Setting Process

Line item expenses from the 2024 Refuse Division Fund Budget were summarized by the following categories and escalated to increase from 2025 to 2028 by the following amounts:

Expense Group	Escalator
Disposal	Actual
Labor	3.5%
Operational	3.5%
Insurance	5.0%
Truck Replacement	7.5%
Division / City Admin	3.5%

Yakima County Landfill Disposal Increase

Yakima County controls waste disposal within Yakima County

The County has two landfills:
Terrace Heights east of Yakima
Cheyne north of Zillah

The County adjusted rates in 2023 and are effective till December 2027

Date	Rate
January to May 2023	\$ 36.68
June to December 2023	\$ 42.47
January 1, 2025	\$ 44.40
January 1, 2027	\$ 46.33
Average % ▲	4.8%

Collection Revenues

- Annual Increase of 3% for all services
- Customer growth combined with assumed costs increase is expected to maintain adequate fund balances
- The following table are the residential rates escalated at 3% annually

Residential Rates	2024	2025	2026	2027	2028
Res SW 32 gal	\$ 22.30	\$ 22.95	\$ 23.65	\$ 24.35	\$ 25.10
Res SW 96 gal	\$ 25.70	\$ 26.45	\$ 27.25	\$ 28.05	\$ 28.90
Yard Debris 96 gal	\$ 19.95	\$ 20.55	\$ 21.15	\$ 21.80	\$ 22.45

Financial Summary of SW Division from 2024 to 2028

Year	FY24 BDT	FY25 EST	FY26 EST	FY27 EST	FY28 EST
Revenue	\$ 9,701,136	\$10,353,702	\$10,651,359	\$10,957,707	\$11,273,001
Expense	\$ 9,665,677	\$10,076,734	\$10,461,918	\$10,912,225	\$11,335,706
Net to Fund Balance	\$ 35,459	\$ 276,968	\$ 189,440	\$ 45,482	\$ (62,705)

Bulky Waste Collection

- Fully utilize the collection assets to provide on-call bulky waste collection to residents and businesses within Yakima
- Rates are based on the cost of disposal
- Rates are set to provide customers a low cost method to self-hauling or illegal dumping
- Materials would be collected by either a rear load refuse truck, flatbed cart/container delivery truck, or grapple truck

Bulky Waste Rates

Item	Cost
* Refrigerator (residential size)	\$38.00
* Freezer (residential size)	\$38.00
* Air Conditioner (portable)	\$38.00
<i>* Assumed to be picked up with Freon/Refrigerants</i>	
Lawn Mower (fluids drained)	\$25.00
Water Heater (drained)	\$15.00
Stove	\$15.00
Washer or Dryer	\$15.00
Dishwasher	\$15.00
BBQ (no tank)	\$15.00
Microwave	\$5.00
Car Tire (no rim)	\$4.00
Car Tire and Rim	\$5.00
Truck Tire (no rim)	\$6.00
Truck Tire and Rim	\$11.00

Item	Cost
Couch	\$20.00
Sectional (piece)	\$20.00
Recliner or Similar Size Chair	\$15.00
Accent Chair	\$10.00
Table (Over 5 foot in length)	\$15.00
Table (Under 5 foot in length)	\$10.00
Book Shelf	\$10.00
Dresser	\$10.00
Office Chair	\$10.00
File Cabinet	\$10.00
Dining Chair	\$5.00
Hide-A-Bed	\$25.00
Twin/Double	\$10.00
Queen	\$10.00
King Mattress	\$15.00
King Box Spring	\$10.00
Hot Tub Cover	\$20.00
Toilet (2 pieces)	\$10.00
Shower Doors (set)	\$10.00
Bike	\$10.00
Pallets (each)	\$5.00
Playpen/Crib	\$5.00
Vacuum	\$5.00

Questions



Wastewater and Stormwater Rate Study



Jage Aaker
Project Manager
July 23, 2024





Introduction / Background

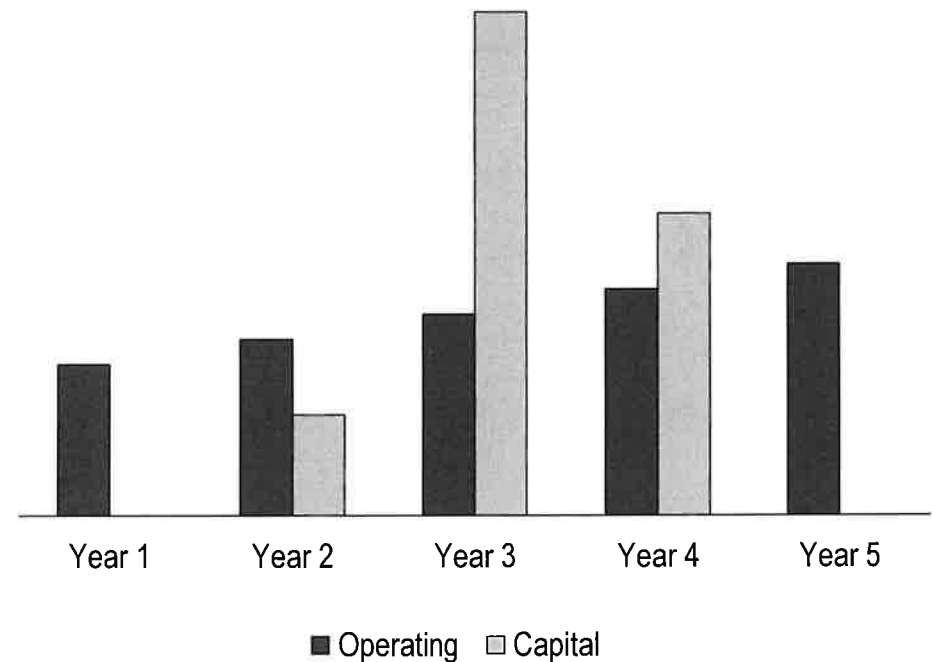
- **Contracted in 2021 to complete the Wastewater Financial Plan**
 - » Largely focused on changes needed just to the Ready-to-Serve charges
- **Contracted in 2022 to complete comprehensive Wastewater and Stormwater rate studies**
 - » Focus of discussion today
 - » Analysis of all rates and charges related to Wastewater
 - » Update revenue needs assessment based on Stormwater level of service options



Introduction to Utility Rate Making

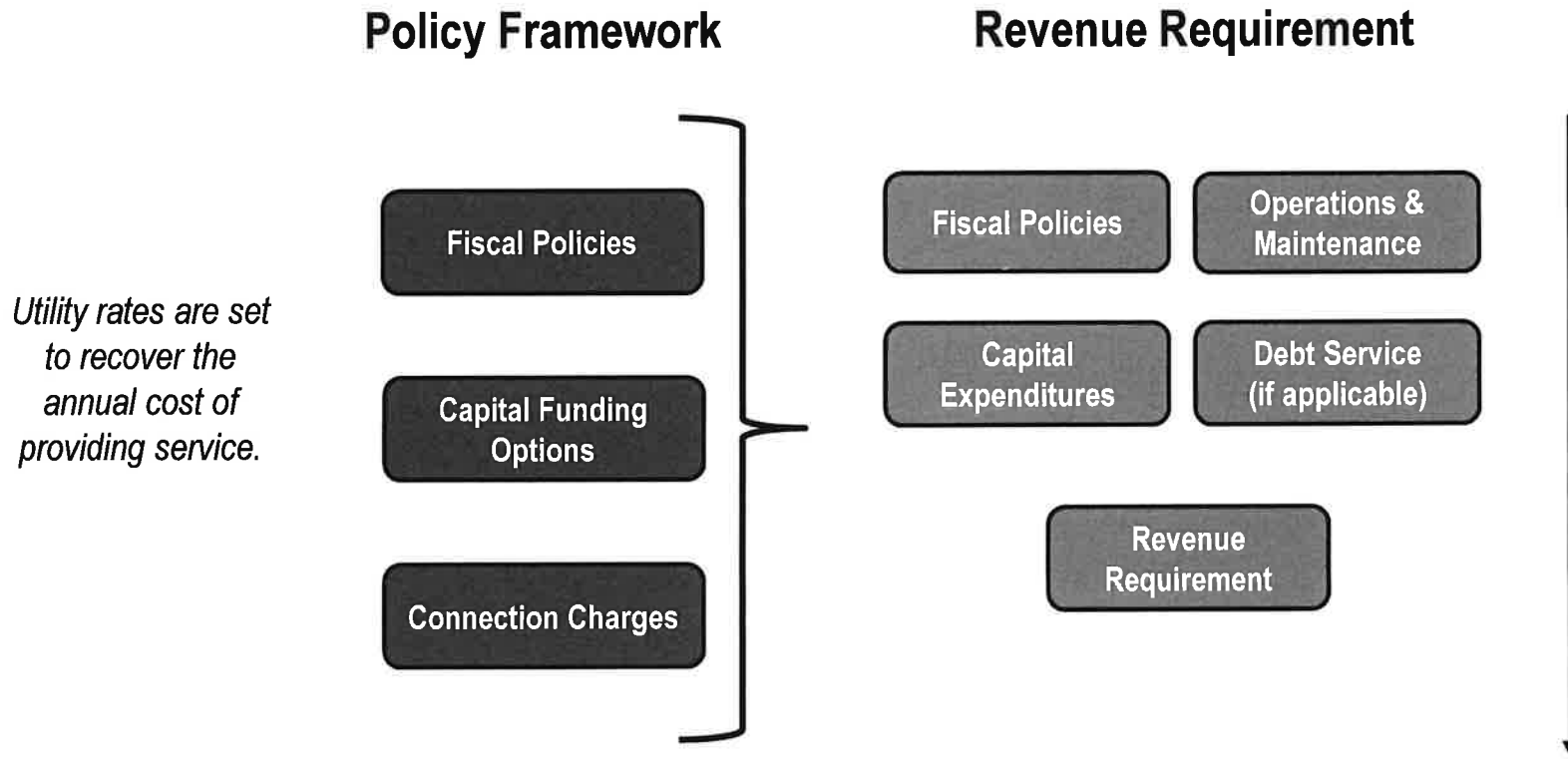
- **Utility rates are set to recover cost of providing service**
 - » All utilities are self-supporting
- **Operating costs (regular / ongoing)**
 - » Employee salaries and benefits
 - » Supplies and materials
 - » Routine inspections and maintenance
 - » Utilities taxes
 - » Fleet replacement contributions
 - » Interfund charges for services
- **Capital costs**
 - » Infrastructure replacement
 - » Facility upgrades

Example





Rate Study Overview





Study Data and Assumptions

Study Foundation	
Operating Costs	2023 and 2024 budgets; further informed by historical actuals and staff input
Fund Balance	2023 starting fund balances
Capital Expenditures	2023-2042 Capital Improvement Plan
Revenues	Validated customer billing statistics

Forecast Assumptions	
General Cost Inflation	WA State Revenue and Economic Forecast Council, Staff input (3.0%)
Construction Cost	20-City Average Construction Cost Index, Updated estimates (4.0%)
Wages	In line with General Cost Inflation (3.0%)
Benefits	Employment Cost Index 5-year average (5.0%)
City Utility Taxes	Remaining at current rates (20% for Wastewater, 15% for Stormwater)
Customer Growth	Yakima Comprehensive Plan data (0.7% to 0.9% per year)



Fiscal Policies Summary

Policy	Purpose	Policy Target
Operating Reserve	Cushion to accommodate cash flow fluctuations	Wastewater: 60 to 90 days Stormwater: 90 to 120 days
Capital Reserve	To meet emergency repairs, unanticipated capital, and project cost overruns	Minimum balance 1% of capital assets
Debt Service Coverage (DSC)	Compliance with existing debt covenants and maintain credit worthiness for future debt	Target: 2.0 or higher Legal Minimum: 1.25
Rate Setting	A multi-year financial plan	Main Focus: Through 2030-32 Considering: Full 20-year plan
Revenue Sufficiency	Set rates to meet the total annual financial obligations of the utility and be self supporting	Rates set to cover O&M, debt service, fiscal policy achievement

An aerial photograph of a city, likely Salt Lake City, Utah, showing a dense urban area with various buildings, streets, and parking lots. In the background, there are rolling hills or mountains under a clear sky. The text is overlaid on the center of the image.

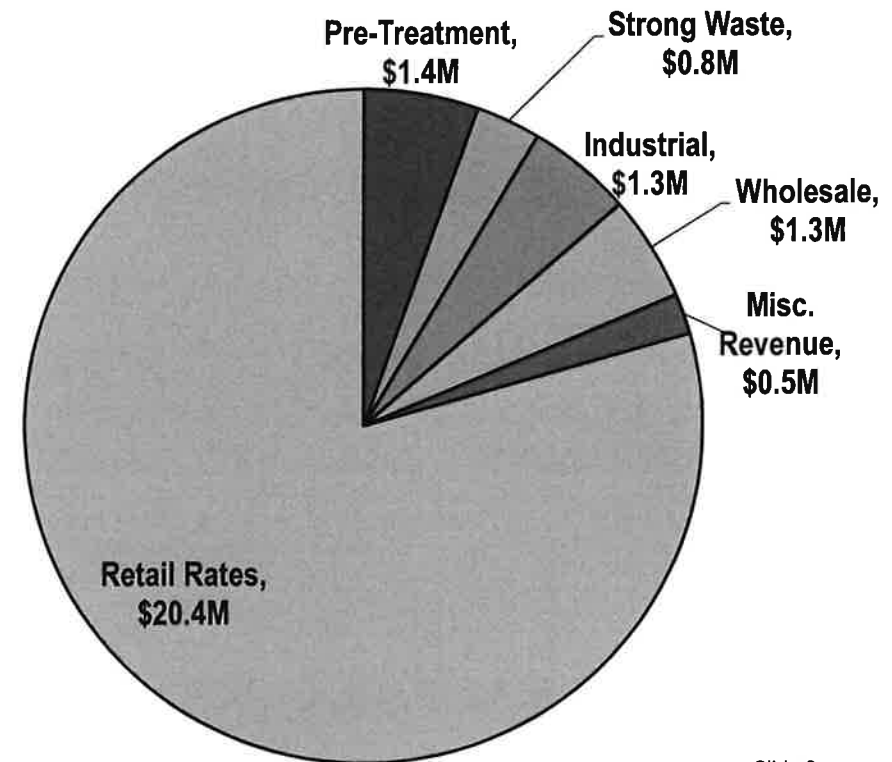
**Wastewater Utility Rates:
Pretreatment, Strong
Waste Surcharges,
Industrial Wastewater**



Revenue Requirement Overview

- All rate components last analyzed in 2014
- Pre-treatment, strong waste, industrial wastewater, and wholesale evaluated on cost to serve
 - » Currently ~20% of overall utility revenue
- Retail rates adjusted to cover remaining utility obligations
 - » Currently ~80% of overall utility revenue

2024 Revenue Breakdown (Millions)





MIU Pre-Treatment Rates Background



PRETREATMENT FACT SHEET

PURPOSE: EPA mandates the implementation of the General Pretreatment Regulations 40 CFR 403, to all businesses that may affect the City's Publicly Owned Treatment Works (POTW) by the use of a Pretreatment Program.

The objective of the City of Yakima's Wastewater Division's Pretreatment Program is to protect the POTW from pollutants discharged by industries that can cause equipment damage, interference of plant processes, or pass through into the receiving waters, and to protect the community. These are achieved by taking samples and testing for several parameters to ensure that each business discharging to the City's POTW, remains in compliance with Federal, State, and local effluent limits.

Businesses are classified as **Minor Industrial Users (MIUs)** based on the nature of their business, and by characteristics and volume of wastewater being discharged. Each MIU, the business will be subjected to a sewer pretreatment charge. This charge will be in accordance with § 7.60.104.1. This charge covers periodic testing.

- **Program goal**

- » Protect the sewer system and treatment plant from pollutants that may be discharged by local industries
- » Some pollutants can upset the wastewater treatment plant, including fats, oils, and grease (FOG)

- **Cost recovery**

- » Charges imposed on Minor Industrial Users (MIUs) for the cost to inspect facilities and test and monitor wastewater from businesses

- **Approximately 460 customers in program**



Source: City of Yakima's website



MIU Pre-Treatment Rates Findings

- **Findings**

- » Current rates are under-collecting the cost to provide service

- **Rate Plan Scenarios**

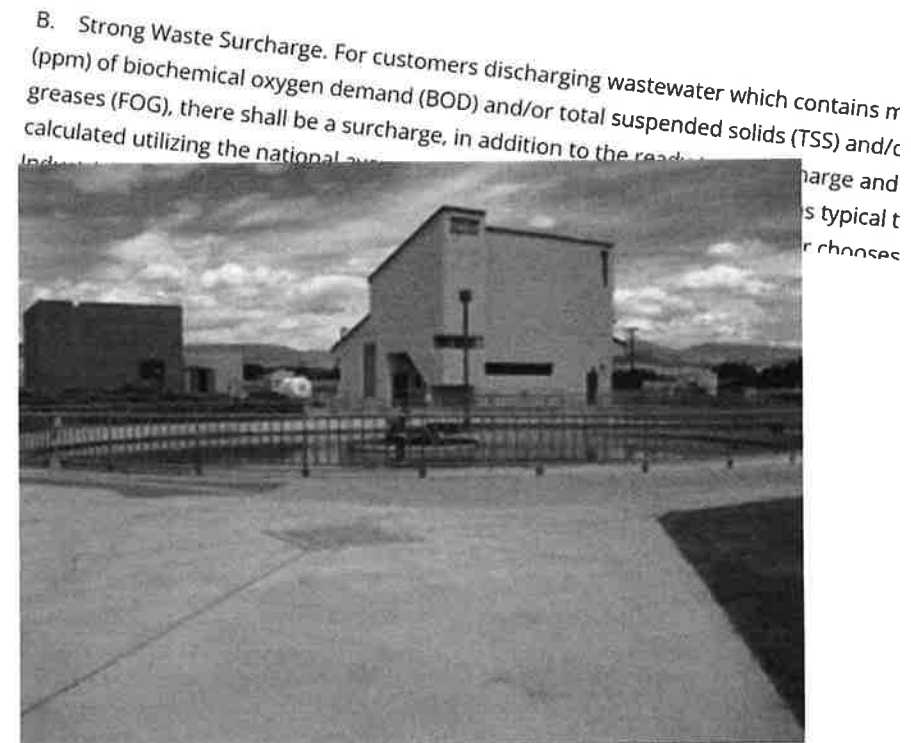
- » Phase-in recommended, 5.3% increase per year

		Consider for adoption						
		2025 - 2031						
Pretreatment: Monthly Fixed Rate per Account	2024	2025	2026	2027	2028	2029	2030	2031
Monthly Rate / Acct (immediate)	\$170.56	\$189.12	\$197.59	\$206.37	\$215.48	\$224.93	\$234.73	\$244.90
		10.9%	4.5%	4.4%	4.4%	4.4%	4.4%	4.3%
Monthly Rate / Acct (2025-31 Phase)	\$170.56	\$179.61	\$189.13	\$199.16	\$209.73	\$220.85	\$232.56	\$244.90
		5.3%	5.3%	5.3%	5.3%	5.3%	5.3%	5.3%



Strong Waste Surcharge Background

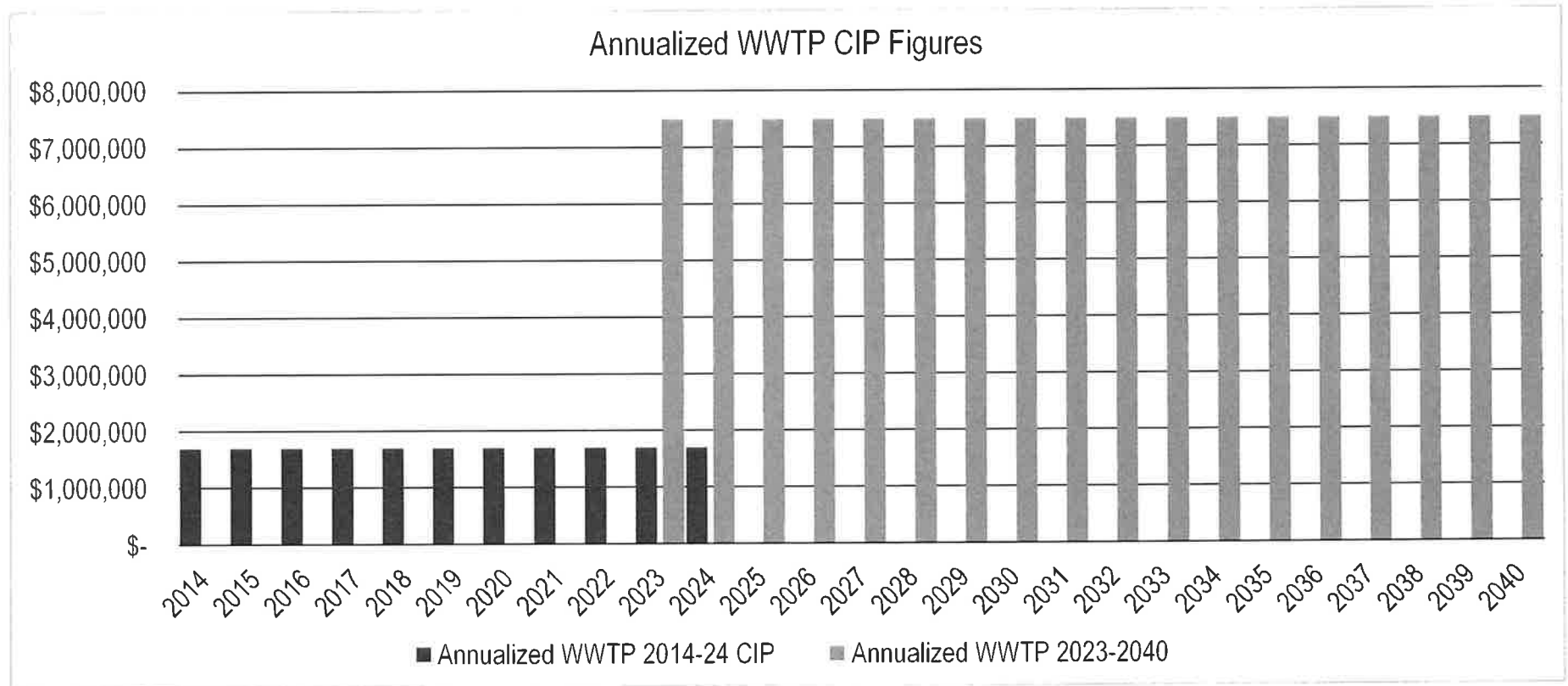
- **To recover costs equitably between its residential and commercial customers, wastewater utility charges must:**
 - » Differentiate based on scale of the service (RTS, flow)
 - » Differentiate based on the characteristics (strength) of the wastewater flow (surcharges)
- **Charges imposed on customers contributing high concentrations of the following:**
 - » BOD – Biochemical Oxygen Demand
 - » TSS – Total Suspended Solids
 - » FOG – Fats, Oils, and Greases
- **High concentrations more costly to treat**



Source: City of Yakima's website, Yakima Regional Wastewater Treatment Plant



Strong Waste Surcharges – WWTP Capital Plans





Strong Waste Surcharge Findings

- **Findings**

- » Significant portion of CIP is related to WWTP projects (roughly 2/3), much higher than last study
- » BOD and TSS surcharges under collect costs; FOG surcharges slightly over collect

- **Recommendation: Adjust BOD and TSS surcharges faster than inflationary levels, FOG slower**

- **Rate Plan Scenarios:**

Strong Waste Surcharges	2024	Consider for adoption				Phase-in recommended		
		2025	2026	2027	2028	2029	2030	2031
BOD								
\$ / lb. (immediate)	\$0.6552	\$1.1023	\$1.1218	\$1.1414	\$1.1622	\$1.2396	\$1.2620	\$1.2851
		68.2%	1.8%	1.8%	1.8%	6.7%	1.8%	1.8%
\$ / lb. (2025-31 phase)	\$0.6552	\$0.7214	\$0.7943	\$0.8745	\$0.9628	\$1.0601	\$1.1672	\$1.2851
		10.1%	10.1%	10.1%	10.1%	10.1%	10.1%	10.1%
TSS								
\$ / lb. (immediate)	\$0.6075	\$0.8850	\$0.8882	\$0.8913	\$0.8950	\$0.9415	\$0.9453	\$0.9493
		45.7%	0.4%	0.4%	0.4%	5.2%	0.4%	0.4%
\$ / lb. (2025-31 phase)	\$0.6075	\$0.6475	\$0.6901	\$0.7355	\$0.7839	\$0.8355	\$0.8905	\$0.9493
		6.6%	6.6%	6.6%	6.6%	6.6%	6.6%	6.6%
FOG								
\$ / lb. (immediate)	\$0.4292	\$0.3943	\$0.4072	\$0.4204	\$0.4342	\$0.4495	\$0.4642	\$0.4795
		-8.1%	3.3%	3.3%	3.3%	3.5%	3.3%	3.3%
\$ / lb. (2025-31 phase)	\$0.4292	\$0.4360	\$0.4430	\$0.4501	\$0.4573	\$0.4646	\$0.4720	\$0.4795
		1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%



Industrial Wastewater (IW) Background

- **IW line is a system specifically built to treat high-sugar industrial wastewater**
 - » UASB process depends on high-sugar wastewater to operate effectively; pretreatment not desired
 - » Originally forecasted to removed 80% of BOD
- **Charges first developed via the 2014 rate study**
 - » At the time, the IW line / facilities was under construction
- **Currently serves Del Monte, Seneca, and Jewel**
 - » Customers pay 60% of the Ready-to-Serve meter and flow rates
 - » Customers also pay an additional IW specific flow rate
- **Total bill for any given IW customer capped at the amount that would be paid by that customer if its wastewater were going through the normal treatment process with retail rates; incentive to connect**



Industrial Wastewater Rates Findings

- **Findings**

- » Recent performance records show approximately 91% BOD removal
- » However, cost per pound of treated BOD over double previously forecasted cost
- » Current IW charges are under-collecting the cost to serve

- **Recommendation: Adjust IW rate faster than inflationary levels**

- **Rate Plan Scenarios:**

- » Phase-in recommended

Industrial Wastewater	2024	Consider for adoption						
		2025	2026	2027	2028	2029	2030	2031
Cost per CCF (immediate)	\$8.08	\$10.47	\$10.72	\$10.97	\$11.24	\$11.51	\$11.79	\$12.08
		29.5%	2.4%	2.4%	2.4%	2.4%	2.4%	2.5%
Cost per CCF (2025-31 phase)	\$8.08	\$8.56	\$9.06	\$9.60	\$10.17	\$10.77	\$11.40	\$12.08
		5.9%	5.9%	5.9%	5.9%	5.9%	5.9%	5.9%

An aerial photograph of a city, likely Salt Lake City, showing a dense urban area with various buildings, streets, and parking lots. In the background, there are rolling hills or mountains under a clear sky. The text is overlaid in the center of the image.

Wastewater Utility Rates: Retail Rates



Ready-to-Serve Rates Background

- **Largest revenue stream for the Wastewater utility**
 - » Accounts for ~80% of utility revenue
- **After evaluating the cost to serve other customers, these charges fund the remaining utility needs**
- **Monthly rates by meter size, volume (per CCF)**

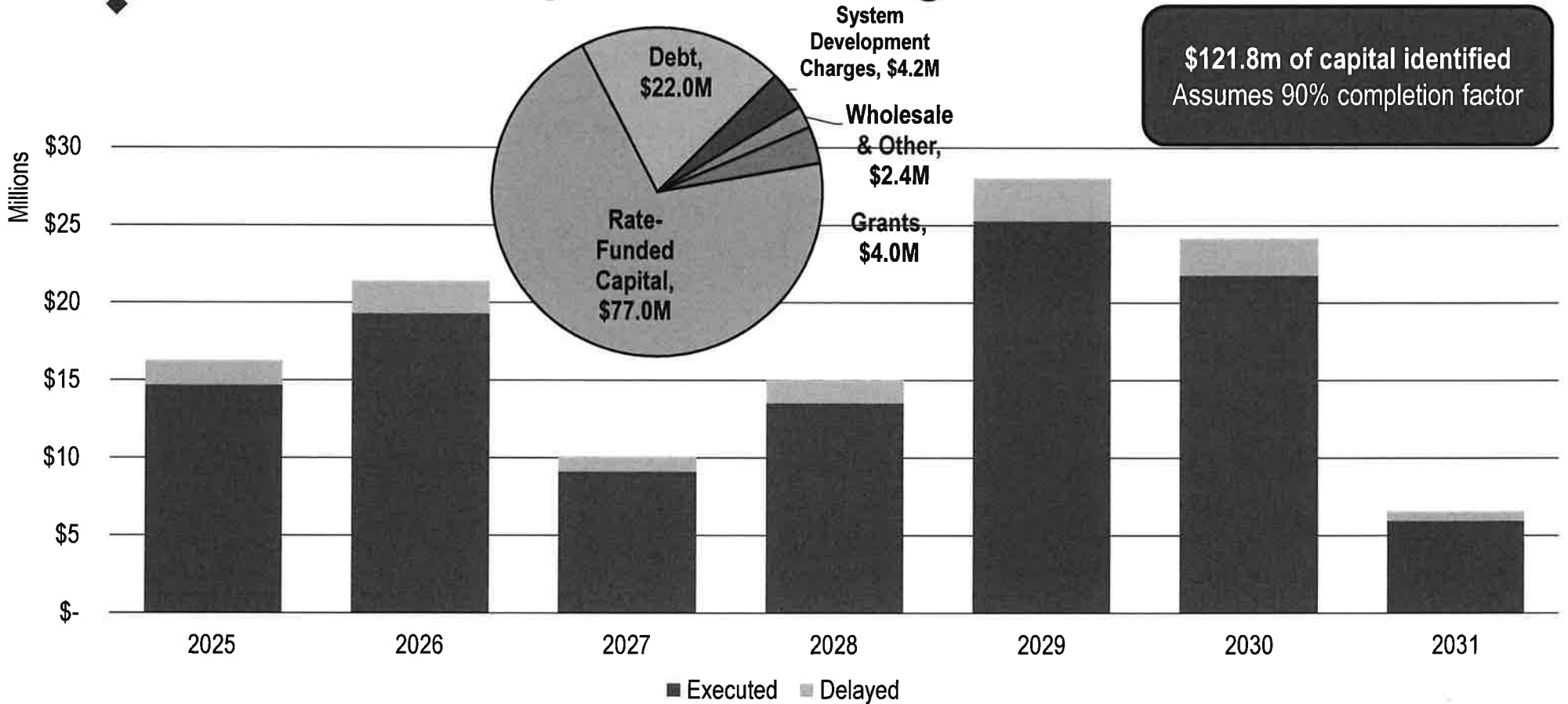
Water Meter Size (Inches)	Monthly
3/4"	\$ 24.62
1"	\$ 30.15
1 1/2"	\$ 37.74
2"	\$ 58.24
3"	\$ 209.10
4"	\$ 265.07
6"	\$ 395.63
8"	\$ 544.49
10"	\$ 1,084.80
Multiple Unit Residential Customer	Per Account
Ready to Serve Charge- Multiple Unit	\$ 14.78
Volume Charge-per hundred cubic feet (ccf)	\$ 3.59



Source: City of Yakima's website

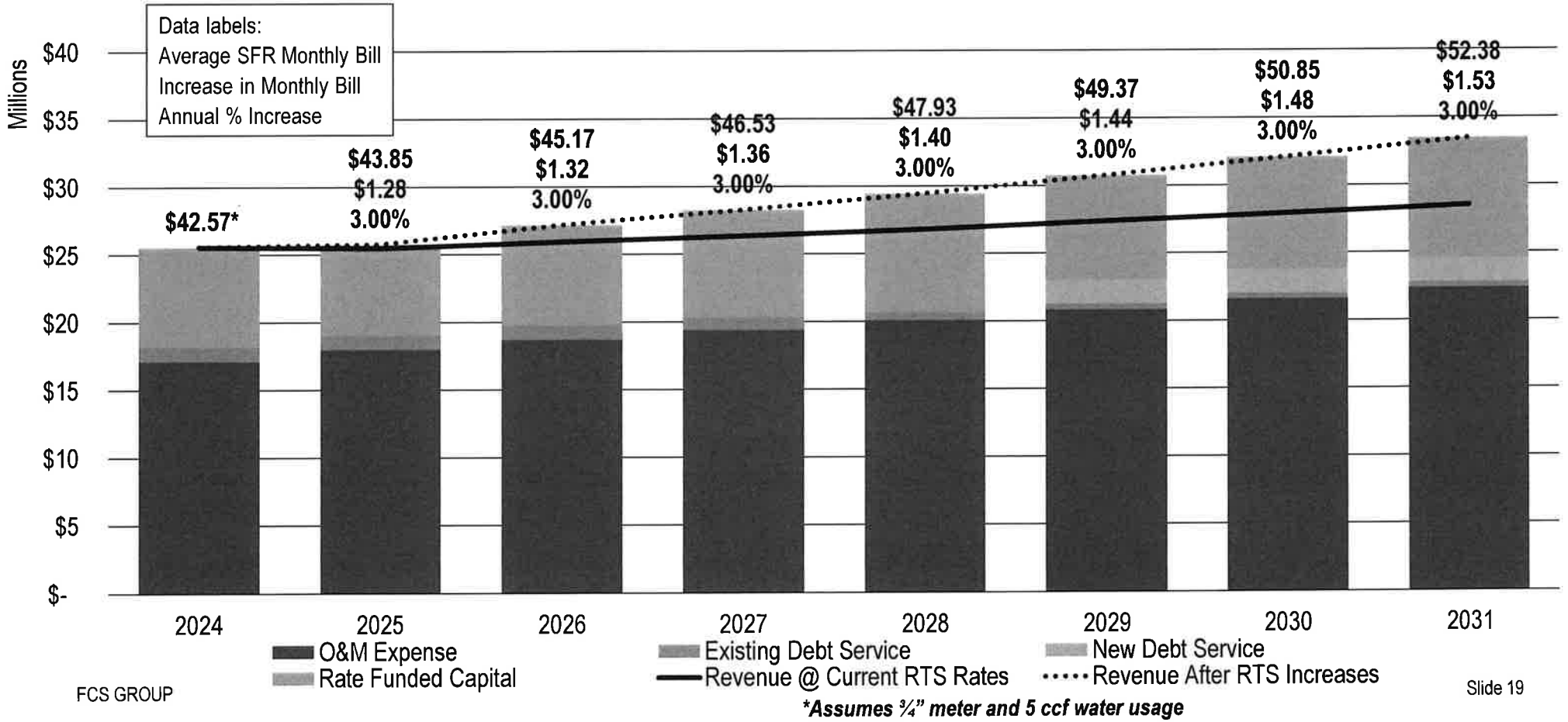


Wastewater Capital Plan Through 2031





Wastewater Revenue Requirement

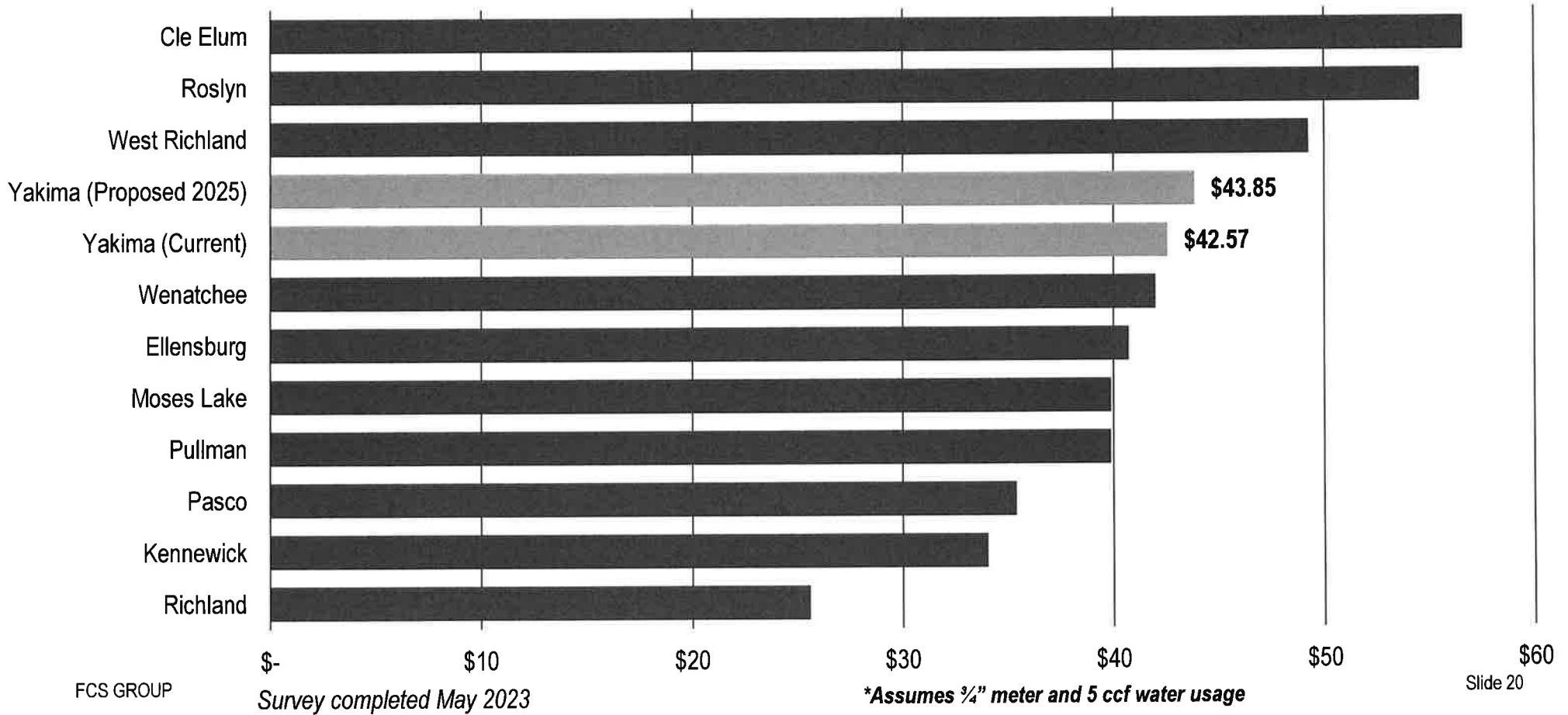


FCS GROUP

Slide 19



2023 Residential Wastewater Rate Survey





Ready to Serve Rate Schedule

		Consider for adoption						
Retail Rates	2024	2025	2026	2027	2028	2029	2030	2031
	Annual Increase	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Non-Multi-Unit Meter Size (per month)								
3/4"	\$24.62	\$25.36	\$26.12	\$26.90	\$27.71	\$28.54	\$29.40	\$30.28
1"	\$30.15	\$31.05	\$31.99	\$32.95	\$33.93	\$34.95	\$36.00	\$37.08
1 1/2"	\$37.74	\$38.87	\$40.04	\$41.24	\$42.48	\$43.75	\$45.06	\$46.42
2"	\$58.24	\$59.99	\$61.79	\$63.64	\$65.55	\$67.52	\$69.54	\$71.63
3"	\$209.10	\$215.37	\$221.83	\$228.49	\$235.34	\$242.40	\$249.68	\$257.17
4"	\$265.07	\$273.02	\$281.21	\$289.65	\$298.34	\$307.29	\$316.51	\$326.00
6"	\$395.63	\$407.50	\$419.72	\$432.32	\$445.29	\$458.64	\$472.40	\$486.57
8"	\$544.49	\$560.82	\$577.65	\$594.98	\$612.83	\$631.21	\$650.15	\$669.65
10"	\$1,084.80	\$1,117.34	\$1,150.86	\$1,185.39	\$1,220.95	\$1,257.58	\$1,295.31	\$1,334.17
Multi-Unit (per month)								
per Account	\$14.78	\$15.22	\$15.68	\$16.15	\$16.64	\$17.13	\$17.65	\$18.18
per Unit	\$9.84	\$10.14	\$10.44	\$10.75	\$11.08	\$11.41	\$11.75	\$12.10
Rate (per ccf)	\$3.59	\$3.70	\$3.81	\$3.92	\$4.04	\$4.16	\$4.29	\$4.42



Wastewater Rate Summary – Phased Approach

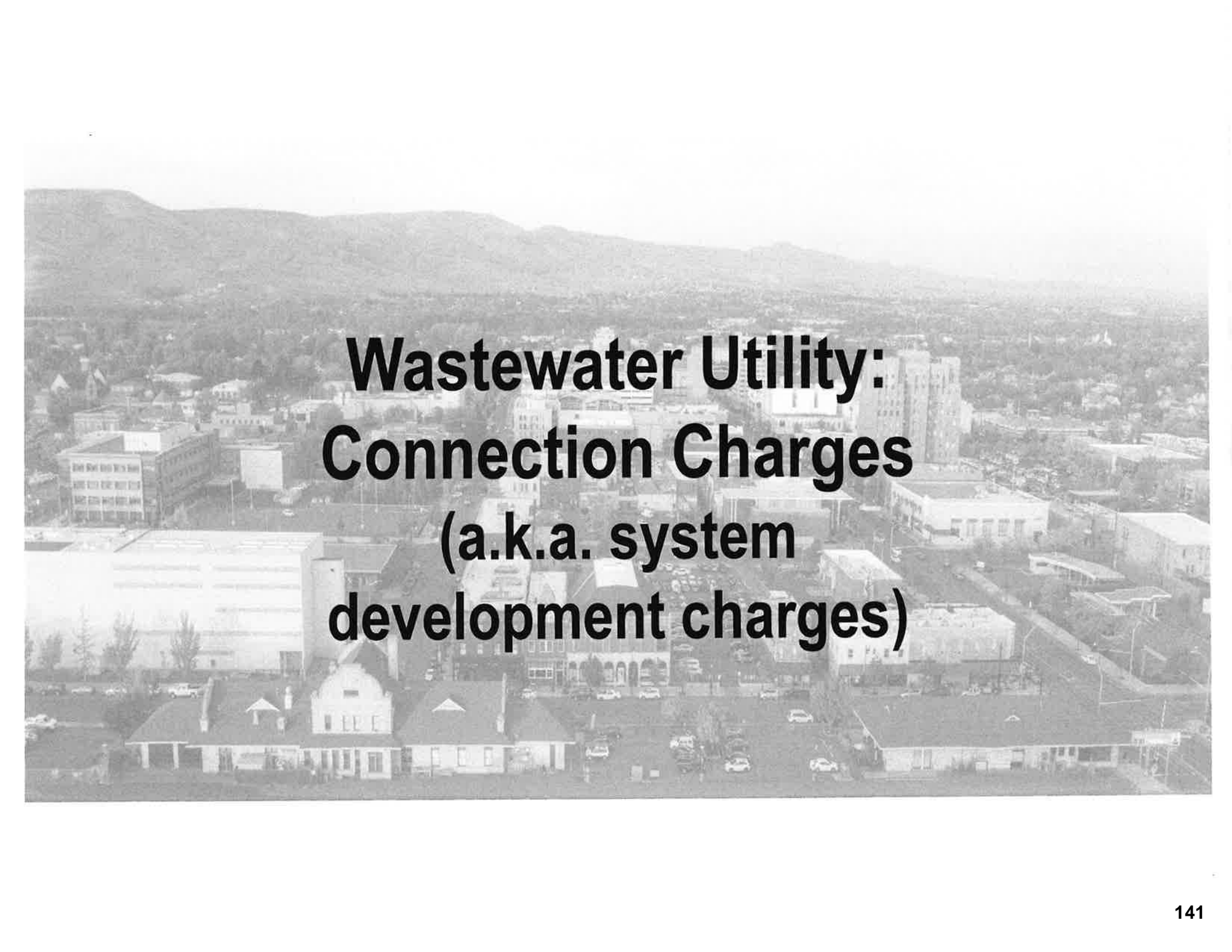
Charge	2025	2026	2027	2028	2029	2030	2031
Retail Rates	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
MIU Rate	5.3%	5.3%	5.3%	5.3%	5.3%	5.3%	5.3%
BOD Surcharge	10.1%	10.1%	10.1%	10.1%	10.1%	10.1%	10.1%
TSS Surcharge	6.6%	6.6%	6.6%	6.6%	6.6%	6.6%	6.6%
FOG Surcharge	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%
IW Rate	5.9%	5.9%	5.9%	5.9%	5.9%	5.9%	5.9%

Total annual rate revenues increase by 4% per year on average during this period



Other Miscellaneous Fees

- For example, can include sampling, septage disposal, laboratory testing fees, etc.
- **Background**
 - » Evaluating these fees was not a part of the rate study
 - » The City should occasionally review the cost to provide these services to ensure fees cover costs
- **Recommendation**
 - » Absent that occasional cost-based review, an inflationary adjustment would be reasonable
 - » May 2024 over May 2023 Consumer Price Index for All Urban Consumers (CPI-U) West was **3.33%**
 - » April 2024 over April 2023 Consumer Price Index for All Urban Consumers (CPI-U) Sea-Tac-Bell was **4.44%**

An aerial photograph of a city, likely Salt Lake City, showing a mix of residential and commercial buildings. In the background, a range of mountains is visible under a clear sky. The text is overlaid in the center of the image.

**Wastewater Utility:
Connection Charges
(a.k.a. system
development charges)**



Characteristics of Connection Charges

One-time charges, not ongoing rates

Provide revenue for capital as growth occurs

Include future & existing infrastructure costs



For general facilities, not "local" facilities

Recover proportionate share of cost of capacity

For capital only, in both calculation and in use

Properties which are already developed do not pay connection charges unless they redevelop to more intense use



Current Wastewater Connection Charges

For most developments

Water Meter Size	Current Charge
3/4"	\$2,377
1"	\$3,969
1 1/2"	\$7,915
2"	\$12,669
3"	\$25,362
4"	\$39,624
6"	\$79,223
8"	\$126,762
10"	\$182,240

For certain "high impact" developments

Wastewater Component (per day)	Current Charge
Flow (gallons)	\$4.67
BOD (pounds)	\$375.68
TSS (pounds)	\$509.19



Connection Charge State Law for Cities

WASHINGTON STATE LEGISLATURE

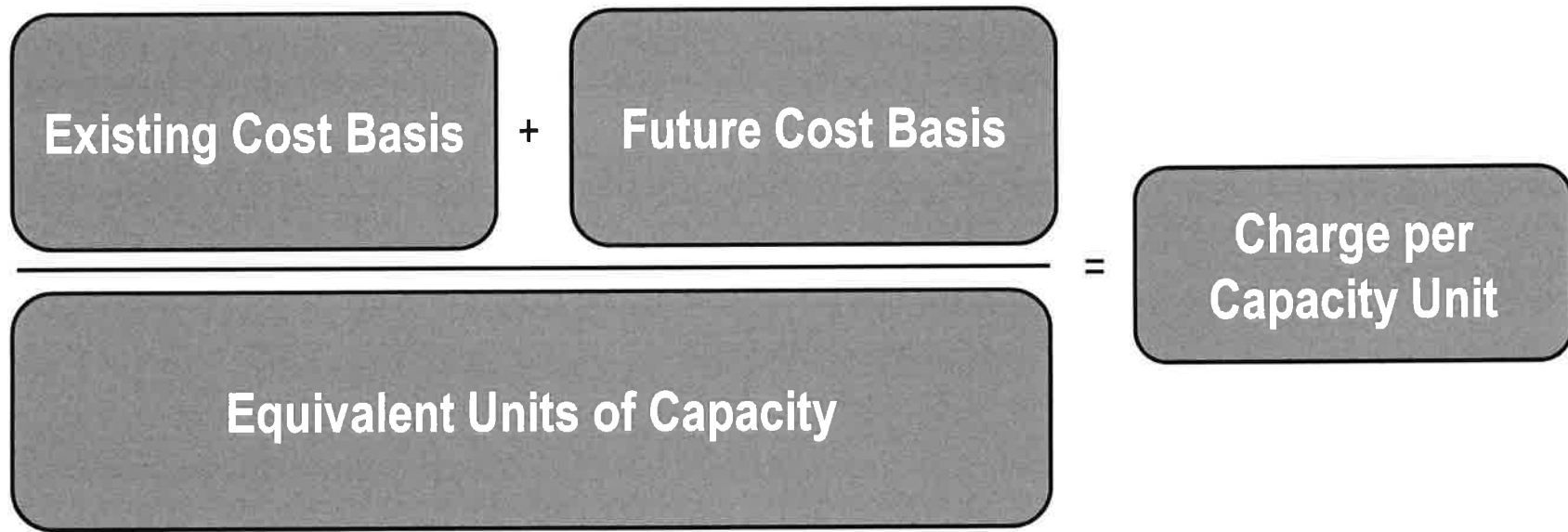
Revised Code of Washington (RCW) 35.92.025

Cities and towns are authorized to charge property owners seeking to connect to the water or sewerage system of the city or town as a condition to granting the right to so connect, in addition to the cost of such connection, such reasonable connection charge as the legislative body of the city or town shall determine proper in order that such property owners shall bear their equitable share of the cost of such system. The equitable share may include interest charges applied from the date of construction of the water or sewer system until the connection, or for a period not to exceed ten years, at a rate commensurate with the rate of interest applicable to the city or town at the time of construction or major rehabilitation of the water or sewer system, or at the time of installation of the water or sewer lines to which the property owner is seeking to connect but not to exceed ten percent per year: PROVIDED, That the aggregate amount of interest shall not exceed the equitable share of the cost of the system allocated to such property owners. Connection charges collected shall be considered revenue of such system.

- ✓ Equitable share
- ✓ Can include up to 10 years of interest
- ✓ No stated limit on timeline for future facilities included in the charge
- ✓ No mention of excluding grant funded or donated facilities (conservatively excluded)



Connection Charge Methodology





Connection Charge Calculation - Functionalized

Flow Component (Collection)		Flow Component (Treatment)		BOD Component		TSS Component	
Existing Cost Basis \$85.0m	+ Future Cost Basis \$69.2m	Existing Cost Basis \$15.5m	+ Future Cost Basis \$12.4m	Existing Cost Basis \$41.0m	+ Future Cost Basis \$32.9m	Existing Cost Basis \$36.4m	+ Future Cost Basis \$29.2m
City's Share of Capacity 36,000 equivalents		City's Share of Capacity 58,000 equivalents		City's Share of Capacity 60,000 equivalents		City's Share of Capacity 39,000 equivalents	
=		=		=		=	
\$4,277 per equivalent unit		\$481 per equivalent unit		\$1,230 per equivalent unit		\$1,675 per equivalent unit	
\$7,664* per equivalent unit							



Calculated Wastewater Connection Charges

- Represent maximum allowable charges
- City can phase-in to any level up to these amounts
- Top table for most development types; lower table for “high impact” development

Water Meter Size	Current Charge	Maximum Charge
3/4"	\$2,377	\$7,664
1"	\$3,969	\$12,796
1 1/2"	\$7,915	\$25,518
2"	\$12,669	\$40,845
3"	\$25,362	\$81,768
4"	\$39,624	\$127,749
6"	\$79,223	\$255,417
8"	\$126,762	\$408,684
10"	\$182,240	\$587,547

Wastewater Component (per day)	Current Charge	Maximum Charge
Flow (gallons)	\$4.67	\$12.11
BOD (pounds)	\$375.68	\$1,746.76
TSS (pounds)	\$509.19	\$2,231.44



Partial Phase-in Approach – Example Only

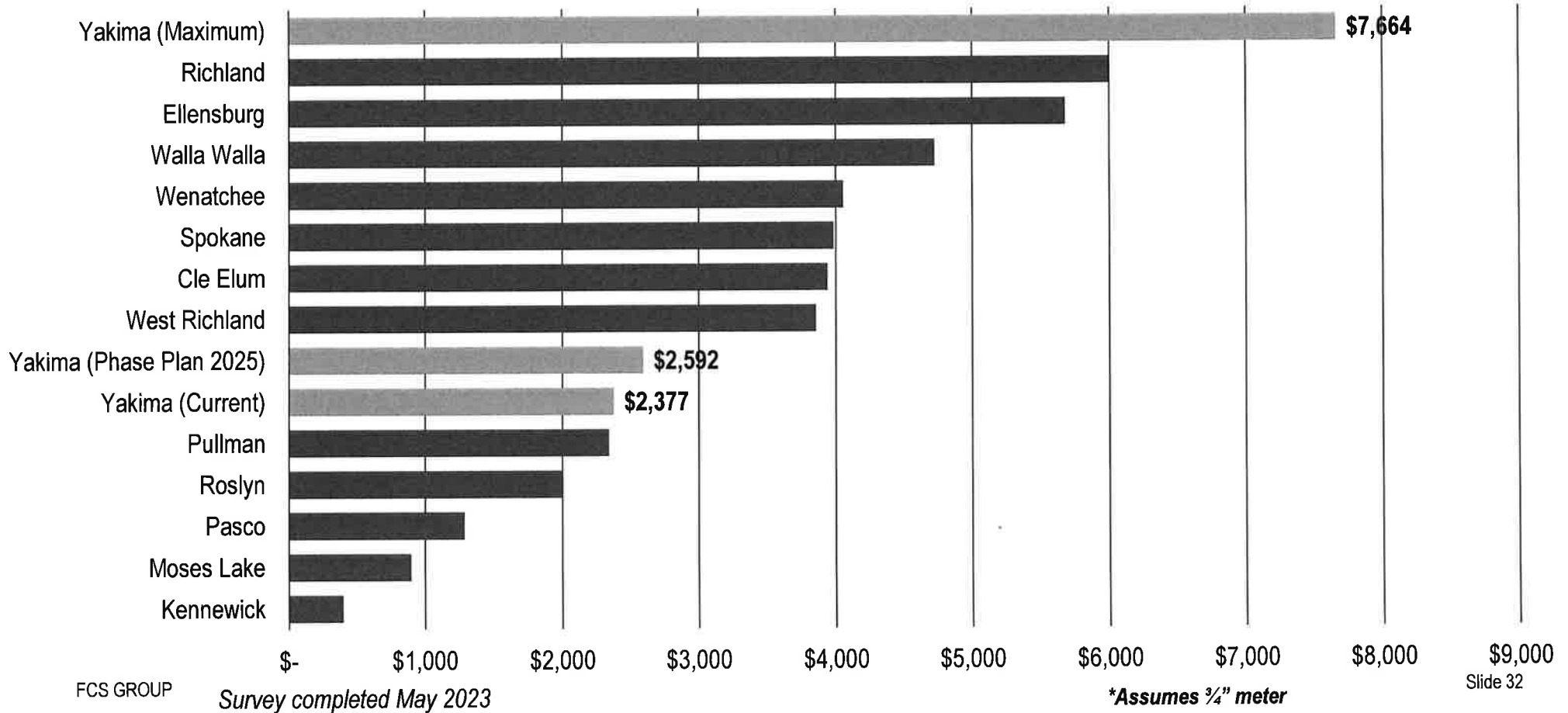
- Example, if City phased towards half of max by 2030; 9% increase per year (same % applied to components)

Water Meter Size	2024 Current Charge	2025 Phase	2026 Phase	2027 Phase	2028 Phase	2029 Phase	2030 Phase
3/4"	\$2,377	\$2,592	\$2,827	\$3,084	\$3,363	\$3,668	\$4,000
1"	\$3,969	\$4,329	\$4,721	\$5,149	\$5,615	\$6,124	\$6,679
1 1/2"	\$7,915	\$8,632	\$9,414	\$10,268	\$11,198	\$12,213	\$13,319
2"	\$12,669	\$13,817	\$15,069	\$16,435	\$17,924	\$19,548	\$21,319
3"	\$25,362	\$27,660	\$30,167	\$32,900	\$35,882	\$39,133	\$42,679
4"	\$39,624	\$43,215	\$47,130	\$51,401	\$56,059	\$61,139	\$66,679
6"	\$79,223	\$86,402	\$94,231	\$102,770	\$112,083	\$122,239	\$133,316
8"	\$126,762	\$138,249	\$150,776	\$164,439	\$179,340	\$195,591	\$213,314
10"	\$182,240	\$198,754	\$216,764	\$236,406	\$257,828	\$281,192	\$306,672

Wastewater Component (per day)	2024 Current Charge	2025 Phase	2026 Phase	2027 Phase	2028 Phase	2029 Phase	2030 Phase
Flow (gallons)	\$4.67	\$5.09	\$5.55	\$6.06	\$6.61	\$7.21	\$7.86
BOD (pounds)	\$375.68	\$409.72	\$446.85	\$487.34	\$531.50	\$579.67	\$632.19
TSS (pounds)	\$509.19	\$555.33	\$605.65	\$660.53	\$720.39	\$785.67	\$856.86



2023 Wastewater Connection Charge Survey – Single-Family





Industrial Wastewater Connection Charge

- **Separate connection charge**
 - » Sanitary sewer connection charge applies to nearly all developments in the City (previously covered)
 - » Industrial wastewater connection charge would apply to subset of potential developments
 - “High impact” developments that are located adjacent to the City’s industrial wastewater collection line
 - Industrial wastewater customers are a subset of high impact customers
 - » IW customers use a different group of assets than other customers
 - » The City recognized the need to have a separate type of connection charge

- **Costs allocated between two components**
 - » IW Line – related to collection and flow
 - » Up-Flow Anaerobic Sludge Blanket (UASB) Reactor – related to BOD removal

- **Same general methodology applies**



Industrial Wastewater Connection Charge Calculation

IW Line		USAB	
Existing Cost Basis \$4.4m	+ Future Cost Basis \$-	Existing Cost Basis \$6.7m	+ Future Cost Basis \$2.1m
484,000 Gallons per Day		25,400 Pounds per Day	
=		=	
\$9.17 per gallon per day		\$346.98 per pound per day	

An aerial photograph of a city, likely Salt Lake City, Utah, showing a dense urban area with various buildings, streets, and parking lots. In the background, a range of mountains is visible under a clear sky. The text "Stormwater Utility" is overlaid in the center of the image in a large, bold, black font.

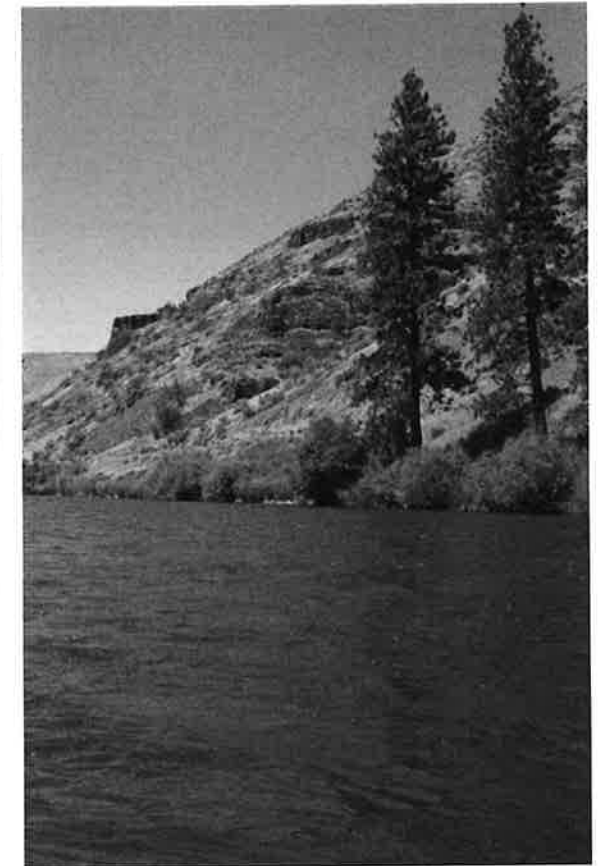
Stormwater Utility



Stormwater Utility Background

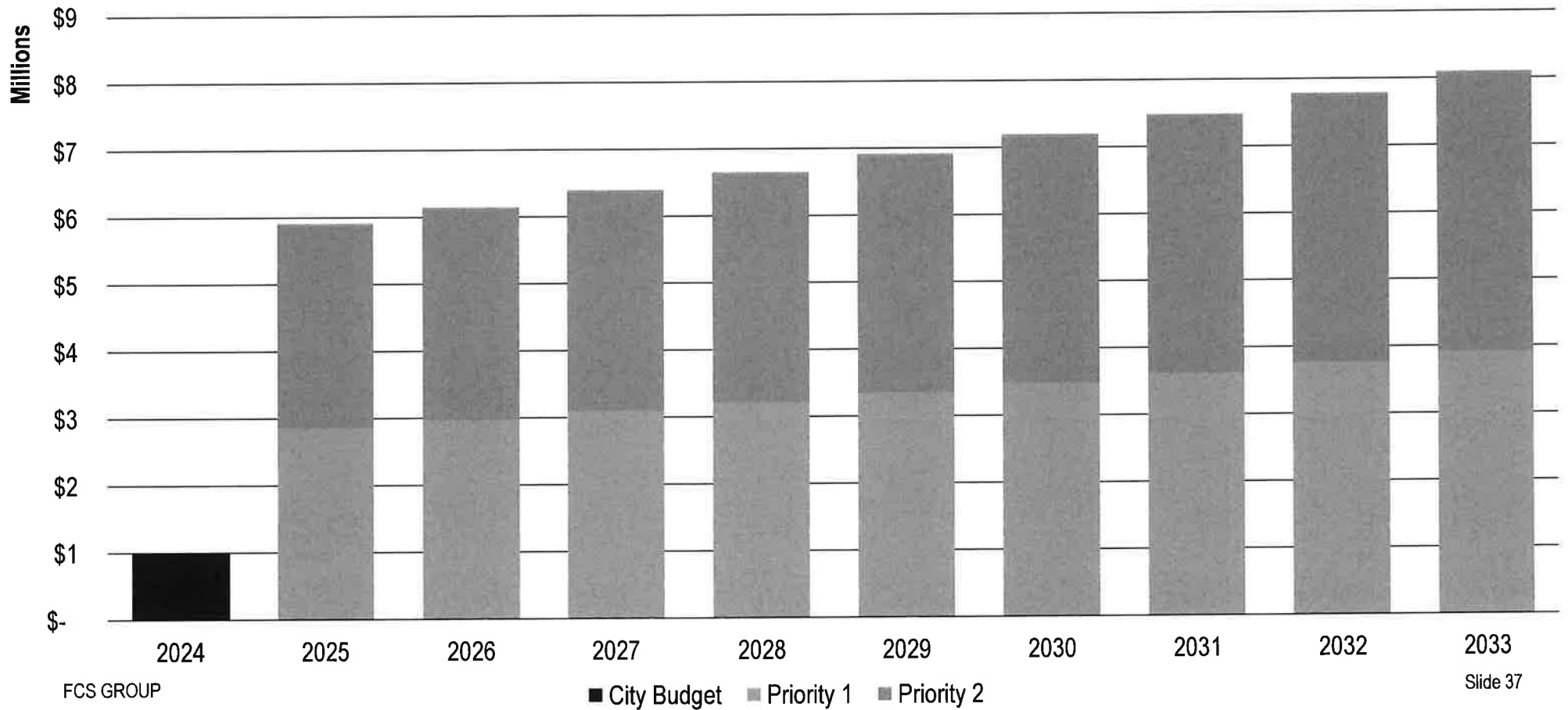
- Two priority levels modeled

Priority	Pipelines	Retention Basins	Annual Costs (2022 Dollars)
1	Recommended new pipes to meet the 10-year, 3-hour design storm requirements.	Recommended improvements to existing surface water bodies and designate them as retention facilities.	\$2.6 million
2	Recommended upgrades to the existing system to meet the 10-year, 3-hour design storm requirements.	Recommended new retention facilities to hold stormwater runoff. The facilities will require siting and land purchase.	Priority 1 + \$2.7 million



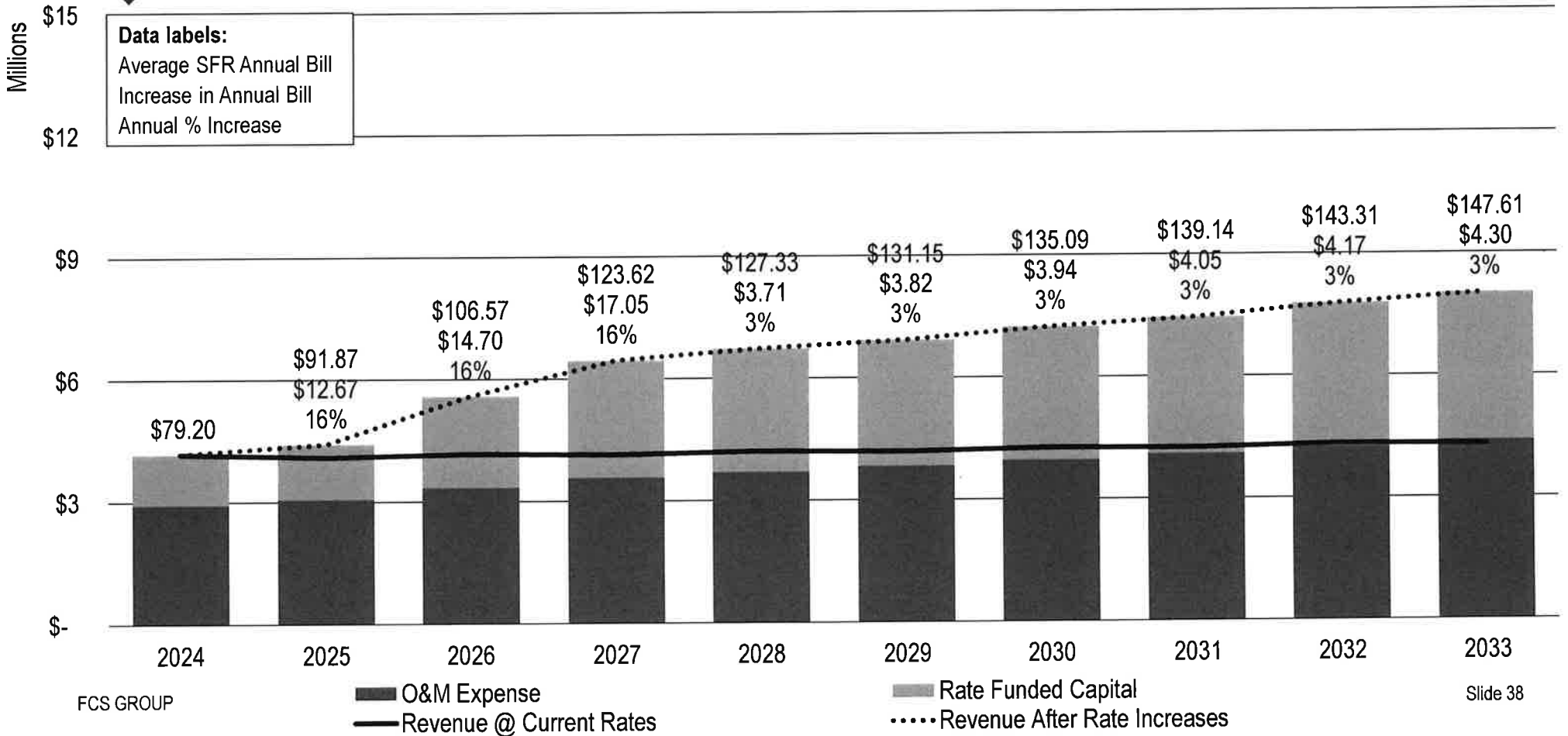


Stormwater Priority Level Capital Scenarios



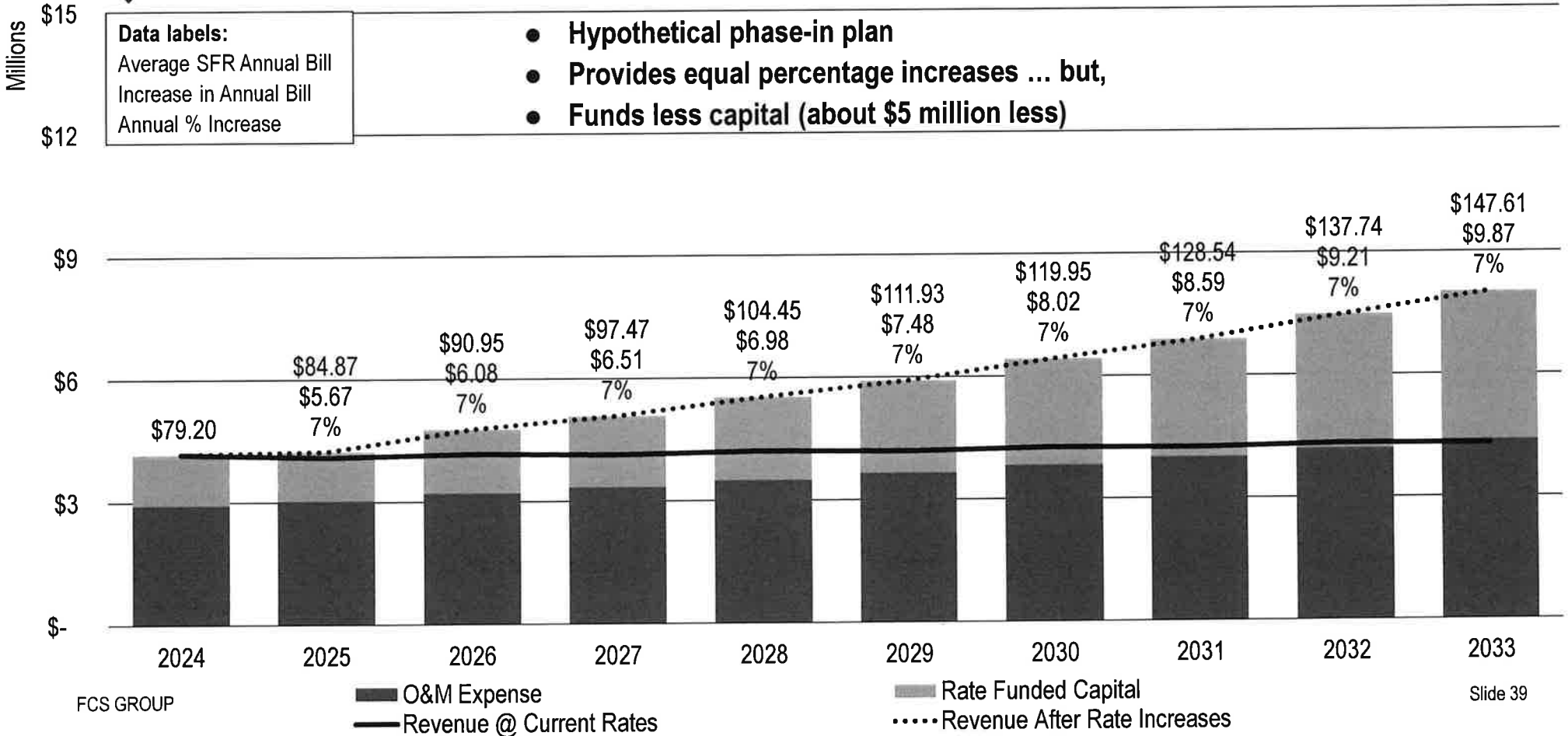


Stormwater Revenue Requirement – Priority 1



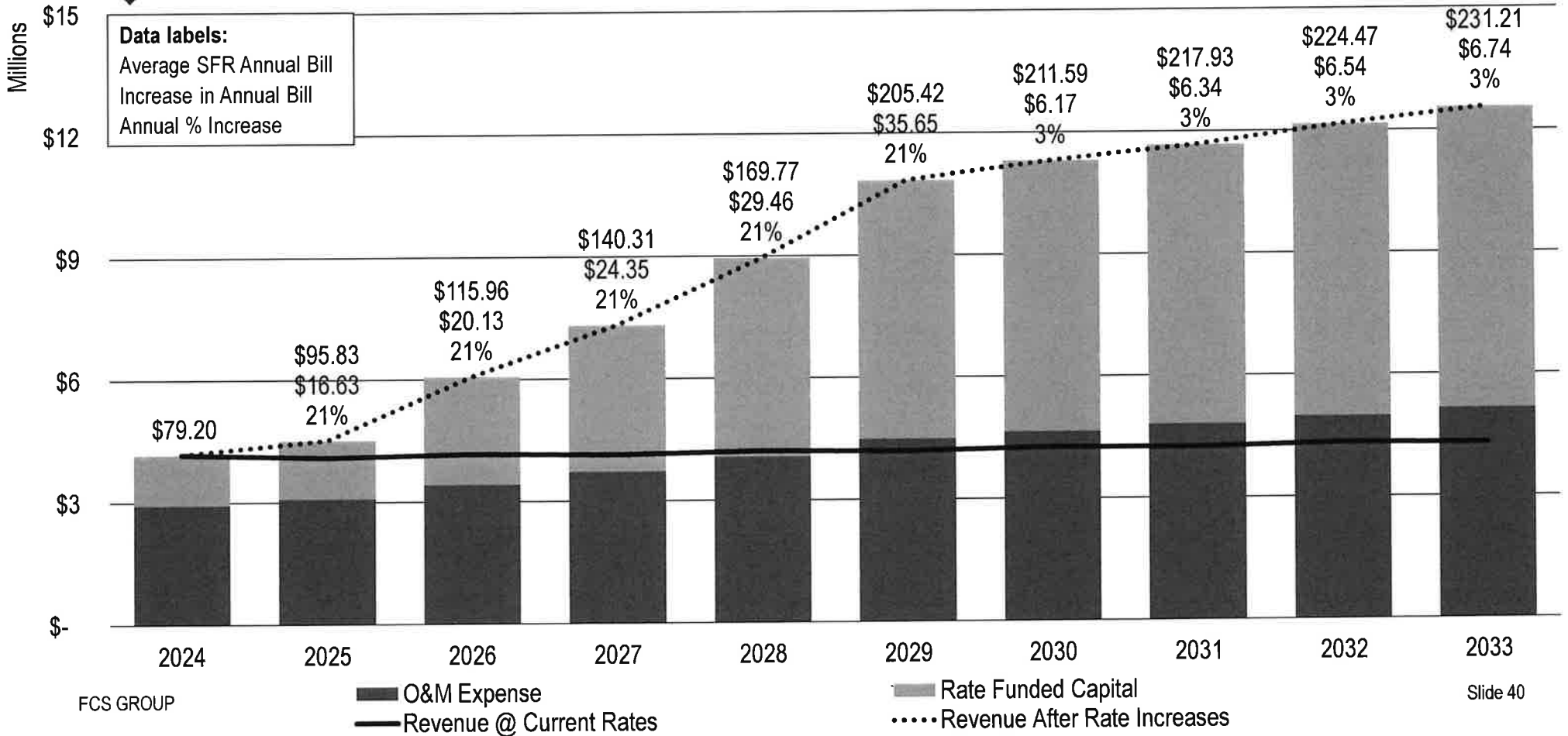


Stormwater Revenue Requirement – Priority 1 Phased





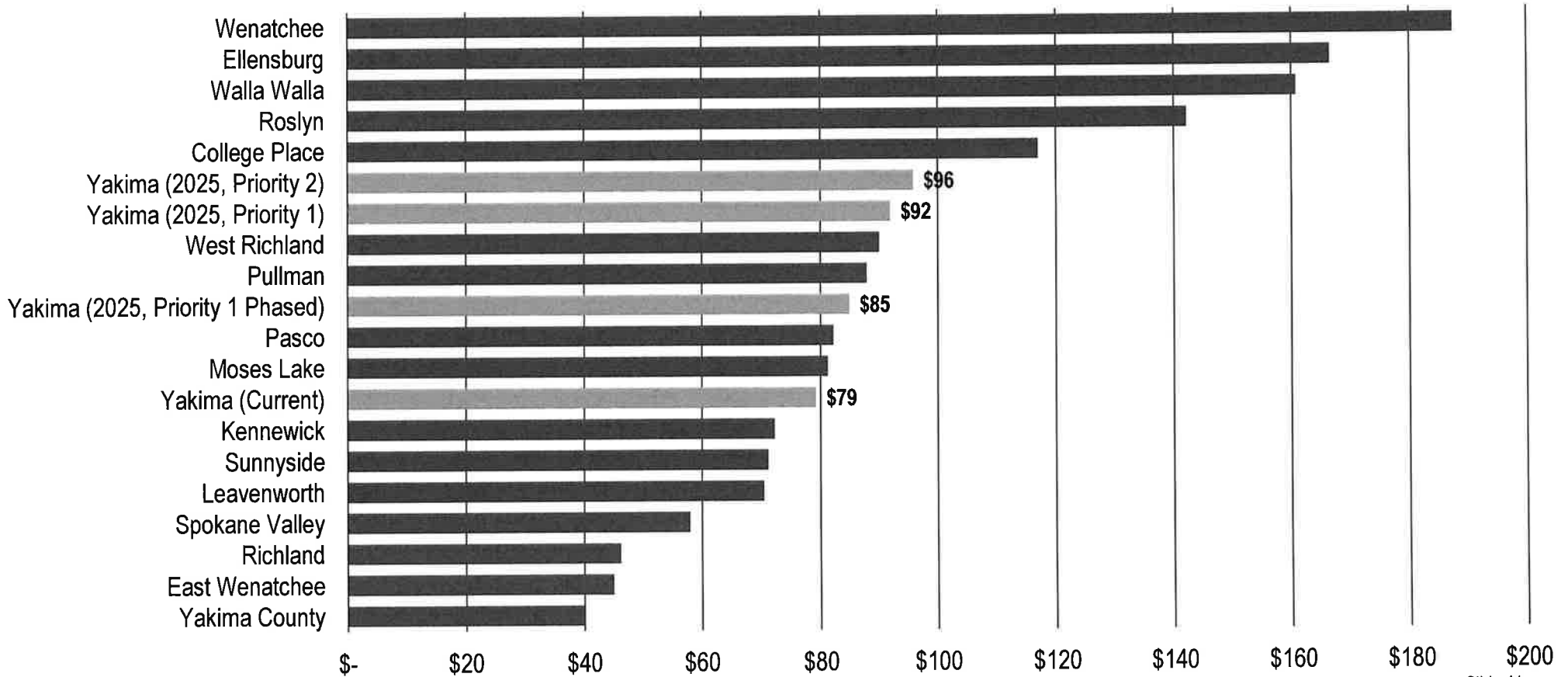
Stormwater Revenue Requirement – Priority 2



Slide 40



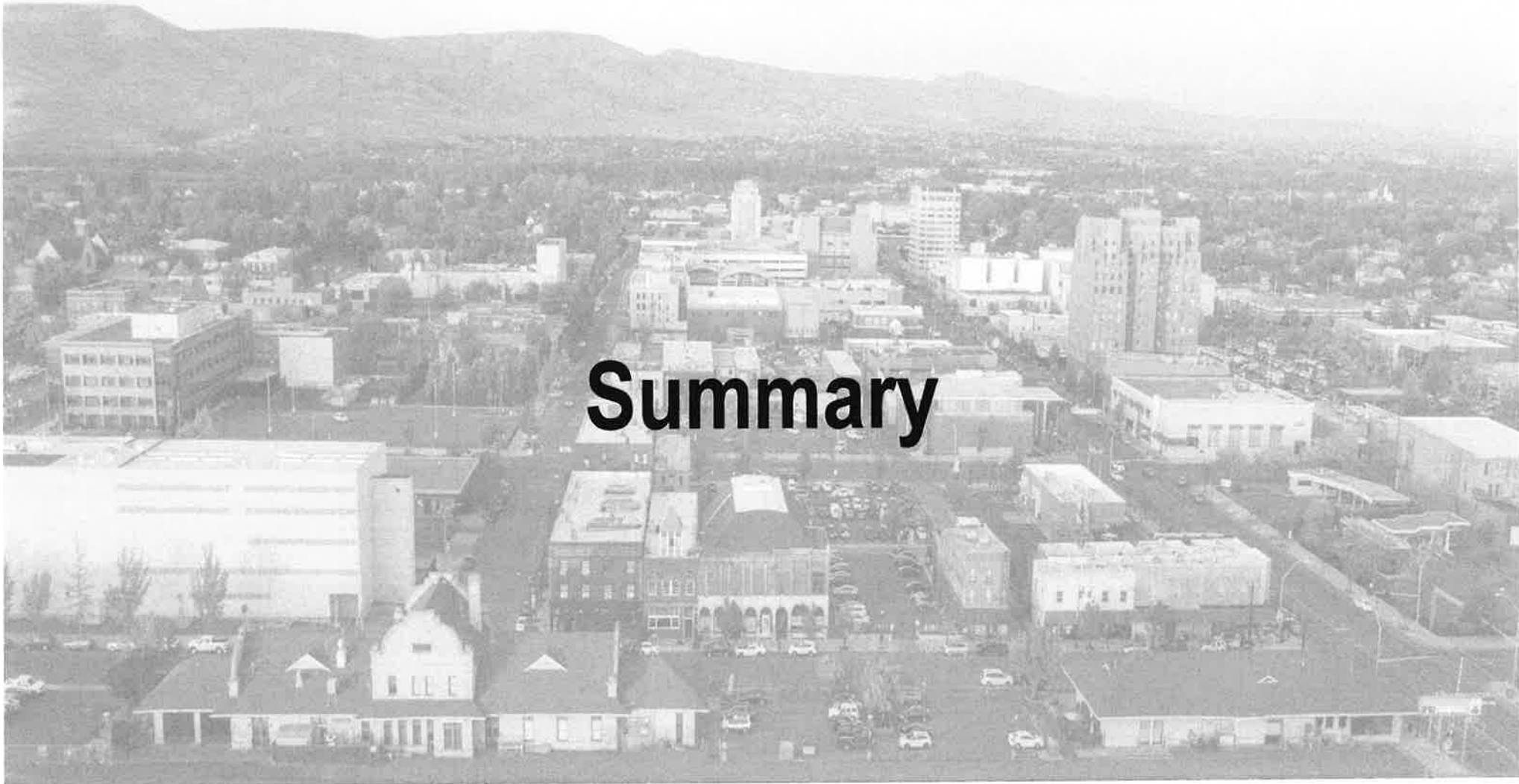
2023 Stormwater Annual Single-Family Rate Survey



FCS GROUP

Survey completed May 2023

Slide 41



Summary



Conclusion - Rates

- Wastewater Rate Adjustments**

Charge	2025	2026	2027	2028	2029	2030	2031
Retail Rates	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
MIU Rate	5.3%	5.3%	5.3%	5.3%	5.3%	5.3%	5.3%
BOD Surcharge	10.1%	10.1%	10.1%	10.1%	10.1%	10.1%	10.1%
TSS Surcharge	6.6%	6.6%	6.6%	6.6%	6.6%	6.6%	6.6%
FOG Surcharge	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%
IW Rate	5.9%	5.9%	5.9%	5.9%	5.9%	5.9%	5.9%

- Stormwater Scenario Alternatives**

Scenario	2025	2026	2027	2028	2029	2030	2031	2032	2033
Priority 1	16%	16%	16%	3%	3%	3%	3%	3%	3%
Priority 1 (Phased)	7%	7%	7%	7%	7%	7%	7%	7%	7%
Priority 2	21%	21%	21%	21%	21%	3%	3%	3%	3%



Conclusion – Connection Charges

- **Wastewater Sanitary Connection Charges**

Water Meter Size	Current Charge	2025 Phase Example	Maximum Charge
3/4"	\$2,377	\$2,592	\$7,664
1"	\$3,969	\$4,329	\$12,796
1 1/2"	\$7,915	\$8,632	\$25,518
2"	\$12,669	\$13,817	\$40,845
3"	\$25,362	\$27,660	\$81,768
4"	\$39,624	\$43,215	\$127,749
6"	\$79,223	\$86,402	\$255,417
8"	\$126,762	\$138,249	\$408,684
10"	\$182,240	\$198,754	\$587,547

Component (per day)	Current Charge	2025 Phase Example	Maximum Charge
Flow (gallons)	\$4.67	\$5.09	\$12.11
BOD (pounds)	\$375.68	\$409.72	\$1,746.76
TSS (pounds)	\$509.19	\$555.33	\$2,231.44

- **Industrial Wastewater Connection Charges**

- » Calculated Daily Rates
 - Per Gallon: \$9.17
 - Per Pound of BOD: \$346.98

Thank you!
Questions?

Tage Aaker, Project Manager
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Appendix: Sanitary Sewer SDC Capacity

Description	Flow	BOD	TSS
Capacity			
Design Capacity (Max Month Average Daily)	21.5 MGD	53,400 lb. / day	38,600 lb. / day
Capacity Reserved for Wholesale Customers	12.10%	12.10%	12.10%
Capacity Reserved for City of Yakima	87.90%	87.90%	87.90%
Capacity Reserved for City of Yakima	18.9 MGD	46,939 lb. / day	33,929 lb. / day
Existing Flows & Strength			
Existing Sanitary Influent Flow and Loading (Max Month)	10.66 MGD	24,200 lb. / day	26,000 lb. / day
Estimated Portion Attributable to City of Yakima	84%	89%	92%
Estimated Portion Attributable to City of Yakima	8.95 MGD	21,517 lb. / day	23,865 lb. / day
Remaining Capacity Multiplier			
Yakima Capacity + Existing Yakima Utilization	2.11	2.18	1.42



Appendix: Sanitary Sewer SDC Capacity

Description	Treatment Flow	BOD	TSS
Existing MCEs	27,518	27,518	27,518
Remaining Capacity Multiplier	2.11	2.18	1.42
Estimated MCE Capacity by Function	58,113	60,029	39,124



Appendix: Sanitary Sewer SDC Capacity

Description	Collection Flow	Treatment Flow	BOD
Existing Annual Average Daily	8.5 MGD	21,800 lb. / day	22,500 lb. / day
Existing Max Month Daily	10.7 MGD	24,200 lb. / day	26,000 lb. / day
Max Month + Average Ratio	1.26	1.11	1.16
Design Max Month	21.5 MGD	53,400 lb. / day	38,600 lb. / day
Max Month + Average Ratio	1.26	1.11	1.16
Average Annual Conversion (Design + Ratio)	17.1 MGD	48,104 lb. / day	33,404 lb. / day
City of Yakima Share	87.9%	87.9%	87.9%
New Denominator	15.0 MGD	42,284 lb. / day	29,362 lb. / day



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

Item No. 3.E.
For Meeting of: July 23, 2024

ITEM TITLE: Final Annexation Study report

SUBMITTED BY: Bill Preston, Community & Economic Development Director
*Trevor Martin, Planning Manager

SUMMARY EXPLANATION:

The purpose of this presentation is to provide an update regarding the annexation study undertaken by the City utilizing the FCS Group. The study is now completed. Staff will provide an overview of the areas under study and any updates. Memo has been provided regarding annexation methods.

ITEM BUDGETED: N/A

STRATEGIC PRIORITY: Strengthening Partnerships

RECOMMENDATION:

ATTACHMENTS:

[Yakima Growth and Annexation Analysis Report 07.12.24](#)
[Memo_election.method](#)
[MRSC_Election Method](#)
[Presentation_Annexation Study Update - 7.19.2024](#)

City of Yakima

Growth Plan and Annexation Study REPORT

July 12, 2024

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DRAFT

I. INTRODUCTION

STUDY PURPOSE

The Yakima Growth Plan and Annexation Study provides a current understanding of how future annexations and resulting changes in population, housing, employment and assessed valuation levels impact the City’s municipal budget. The findings are intended to inform future annexation decisions by considering the fiscal impacts of growth and development on the City of Yakima.

SUMMARY OF FINDINGS

The Yakima Annexation Growth Study provides a relative comparison of the relative costs and benefits of serving potential areas outside the current City limits. This analysis considers community growth opportunities for housing and employment over the long-term. The study included an assessment of existing development conditions and future buildable lands for each study area. A baseline growth forecast for housing and employment in each area is provided to ascertain the relative fiscal impacts on General Government revenues and expenditures.

These findings also consider the near-term infrastructure serviceability and relative capital costs for each area.

Key Findings:

- **Subarea 1A –Terrace Heights and Area 4–West Valley received the highest infrastructure and public facility serviceability rankings.** However, there are significant transportation, sanitary sewer and water system capital investments that would need to be made for these areas to fully develop.
- **The findings indicate that annexations, on average, have an overall positive net annual fiscal impact on the City’s General Fund that equates to \$575 per person, \$890 per non-retail job and \$1,532 per retail job if added to the City (Table S-1).**
- **Based on current development conditions, land use regulations and buildable lands, the most positive annual General Fund fiscal impacts per acre are expected to be generated within Subarea 1A–Terrace Heights and Area 2–South Airport.**
- Local land use policies and regulations that encourage or incentivize a mix of housing types (such as townhomes and apartments) can measurably enhance the overall fiscal benefit that can be achieved in each annexation areas.

Table S-1 Summary of Annual Fiscal Impacts on Yakima General Fund

	Avg. Annual General Fund Impact Per Pop. & Per Job (2024 \$)		
	Average Annual Impact FY 2014-2023		
	GF Revenue	GF Expense	Net GF Impact
Gen. Fund Impact Per Pop.	\$ 2,434	\$ (1,859)	\$ 575
Gen. Fund Impact Per Avg. Job	\$ 5,117	\$ (4,227)	\$ 890
Gen. Fund Impact Per Retail Job	\$ 5,759	\$ (4,227)	\$ 1,532

REPORT ORGANIZATION

This report and its findings are described in the following sections.

- I. Introduction & Summary
 - Study Purpose
 - Summary of Findings
 - Report Organization
 - Overview of the Study Areas
- II. Community Overview
 - Population and Income
 - Employment and Unemployment
 - Development Overview
- III. Subarea Development Potential
 - Buildable Land Inventory
 - Development Opportunities and Constraints
 - Infrastructure Serviceability
- IV. Fiscal Sustainability Assessment
 - Methodology
 - General Government Fiscal Impacts
 - Summary & Policy Considerations

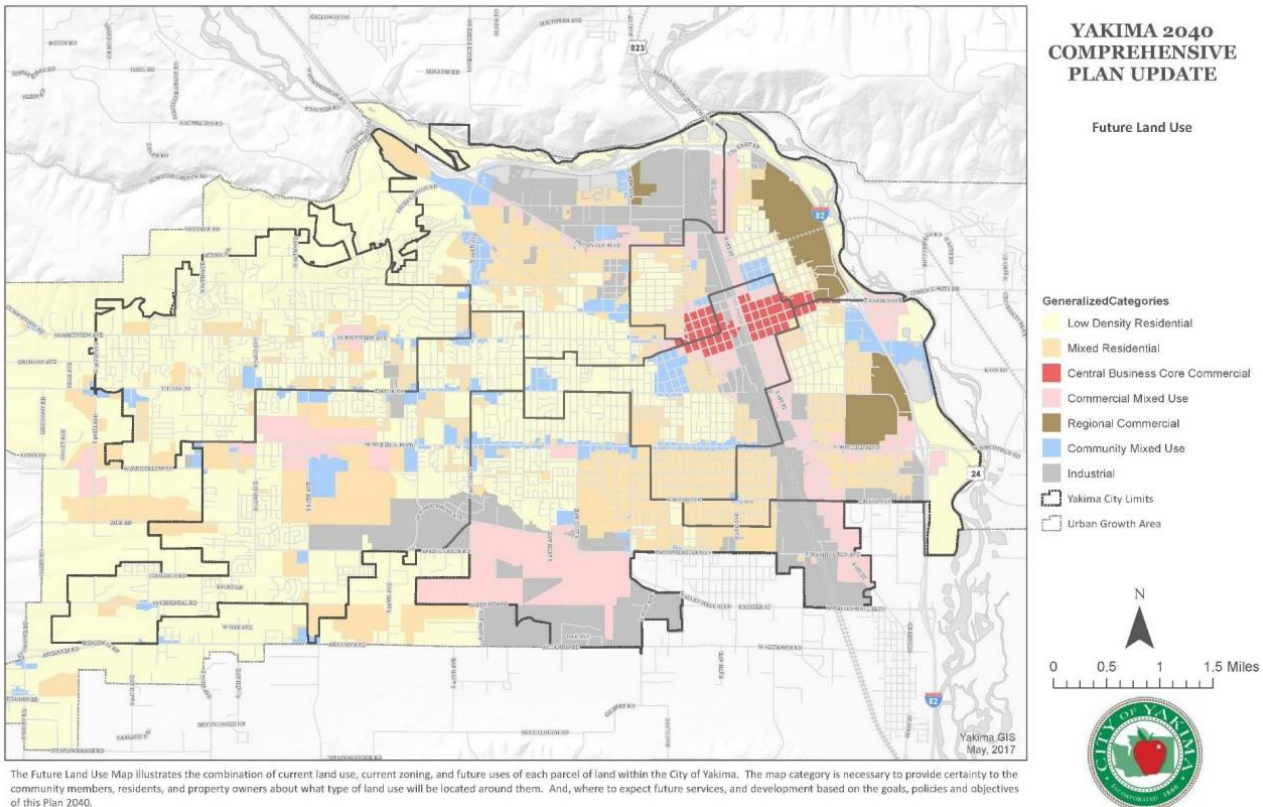
PLANNING BACKGROUND

The City of Yakima is a unique community with a rich and colorful history. Originally incorporated in 1883, the City of Yakima established itself as an agricultural and manufacturing hub on the banks of the Naches River and Yakima River in Central Washington. The City serves as the primary commercial and industrial service center for residents of Yakima County, and the greater Central Washington region.

This study was completed over a six-month period using current and long-range planning and budgeting assumptions for the City of Yakima. Selected background planning initiatives include:

- We Are Yakima Comprehensive Plan 2040
- City of Yakima Economic Development Strategic Plan
- City of Yakima 2040 Transportation System Plan, 2017
- City of Yakima Housing Action Plan
- Yakima Downtown Master Plan
- Terrace Heights Neighborhood Plan, 1999
- Terrace Heights Water System Plan, 2019
- Nob Hill Water System Master Plan, 2022 Update.

Exhibit 1: Yakima Future Land Category Map



The Future Land Use Map illustrates the combination of current land use, current zoning, and future uses of each parcel of land within the City of Yakima. The map category is necessary to provide certainty to the community members, residents, and property owners about what type of land use will be located around them. And, where to expect future services, and development based on the goals, policies and objectives of this Plan 2040.

OVERVIEW OF STUDY AREAS

This study focuses on an evaluation of five potential areas where future annexations may be expected to occur. The five study areas are shown in **Exhibits 2A and 2B**. Each of these areas have unique environmental features and variations in existing land use and infrastructure conditions.

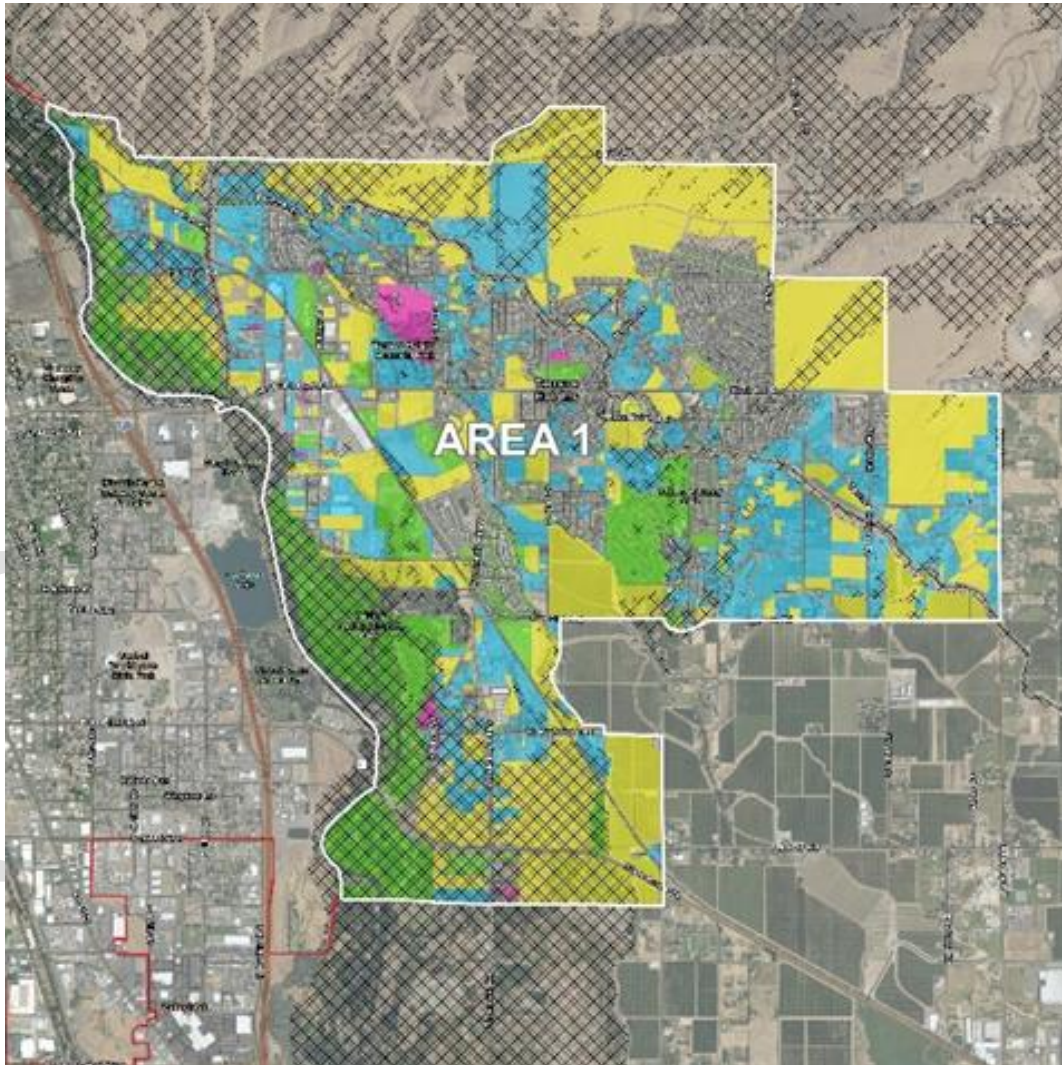
An overview of each study area is provided below. For a more detailed map of land constraints and buildable lands within each study area, please refer to Appendix A.

Area 1 Terrace Heights

- Encompasses the relatively well-developed Terrace Heights area of unincorporated Yakima County.
- Area 1 primarily consists of single family residential along with a mix of commercial and multifamily along main roadways.
- Transportation infrastructure investment is needed, particularly replacement of a bridge crossing the Yakima River.
- The area could accommodate significant levels of additional employment and housing, but major roadway improvements will be necessary before that can occur.
- Within Terrace Heights Subarea 1A has most of the non-residential development potential in Terrace Heights. It is estimated that the subarea area could accommodate only 53 of the 2,713 new housing units anticipated in Terrace Heights. However, the area includes capacity for 2,069

of the 2,373 new jobs anticipated in Terrace Heights, including 770 service sector jobs and 1,299 industrial jobs.

Exhibit 2A: Yakima Annexation Study Area 1



Area 2 South Airport

- Includes areas located immediately south and west of the Yakima Airport.
- Recent annexation has been occurring in this area with sewer and transportation infrastructure being expanded as development occurs.
- This area is primarily being planned for single-family detached and attached housing.

Area 3 Bachelor Creek

- Includes the area southwest of the Yakima city limits.
- Predominantly agricultural land with some single-family detached dwelling units in the Wiley City area.
- Floodplains in the area are a significant barrier to future development.
- Sewer service will require significant extension and is another barrier to future development.

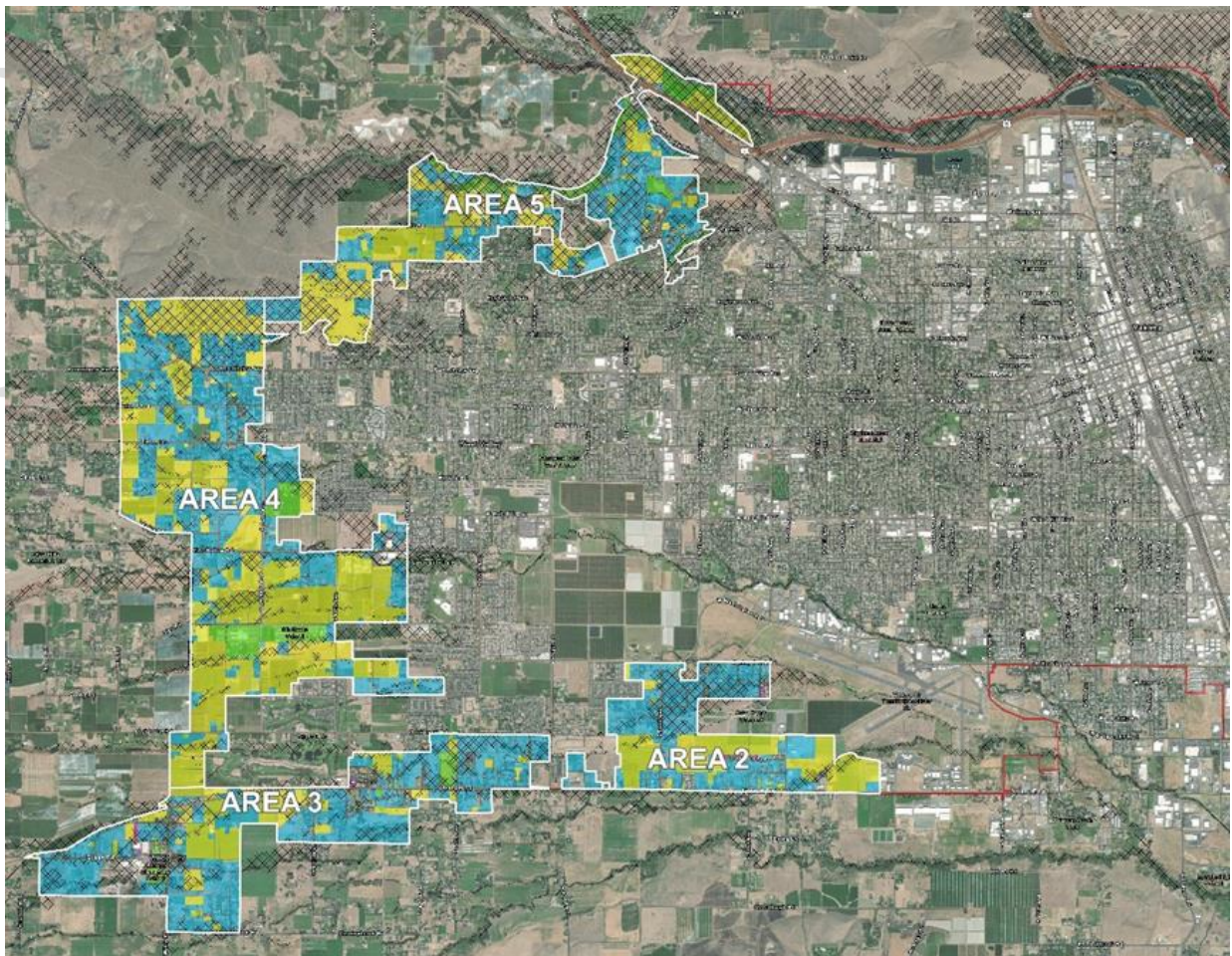
Area 4 West Valley

- Potential annexation area bordering the city's western boundary.
- Expected to accommodate planned middle housing (such as plexes and apartments) and some neighborhood-scale commercial.
- Water and transportation infrastructure investments are required.

Area 5 Northwest

- Area located northwest of current city boundaries.
- Highly desirable location for larger lot single-family detached dwellings given exceptional views across the Yakima Valley.
- Transportation, wastewater and water infrastructure will all pose challenges due to relatively steep terrain and limited existing access.

Exhibit 2B: Yakima Annexation Study Areas 2-5



II. COMMUNITY OVERVIEW

As part of this study, an overview of current demographic and socio-economic trends and forecasts were evaluated to document future needs for housing and employment land. Key findings are summarized below.

POPULATION AND INCOME

The City of Yakima achieved a record-high population of 98,650 people in 2023. Yakima County also attained a new record with 261,200 residents. Over the past two decades, the City of Yakima population growth has outpaced the County and State of Washington (**Exhibit 3**). However, since the global COVID-19 pandemic ended in 2020, population growth in Yakima slowed considerably.

Exhibit 3: Population Trends, 2000-2023

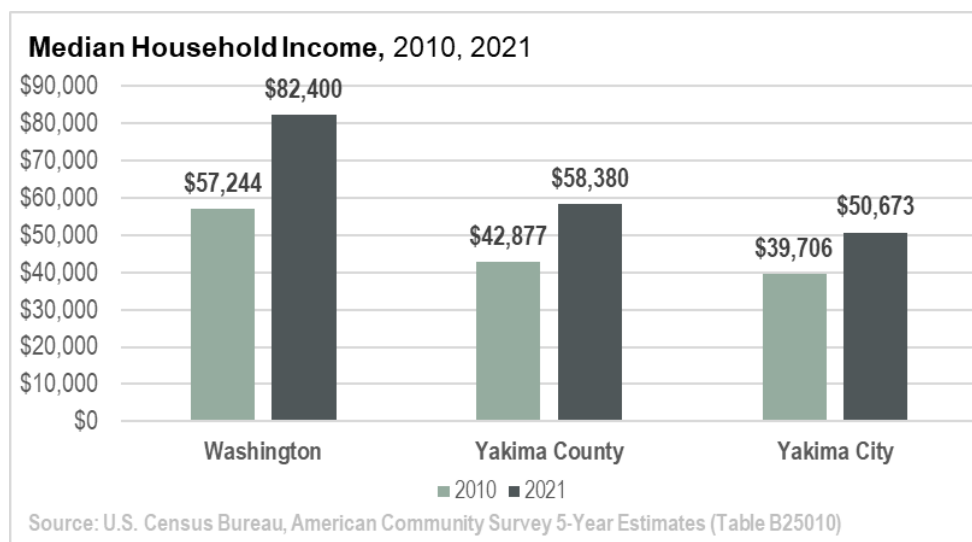
	2000	2010	2020	2021	2022	2023	Change: (2000- 2023)	AGR (2000- 2023)
Washington	5,894,121	6,561,297	7,706,310	7,766,975	7,864,400	7,951,150	2,057,029	1.31%
Yakima County	222,581	236,542	256,728	258,100	259,950	261,200	38,619	0.70%
City of Yakima	72,294	88,630	96,968	97,810	98,200	98,650	26,356	1.36%
City of Selah	6,310	6,899	8,153	8,235	8,365	8,450	2,140	1.28%
City of Toppenish	8,946	8,820	8,854	8,870	8,870	8,900	(46)	-0.02%
Terrace Heights CDP	6,447	6,679	8,917	9,114	N/A	N/A	N/A	N/A

Source : U.S. Census, American Community Survey, Washington Office of Financial Management

AGR : Compound Annual Growth Rate. *CDP* : Census Defined Place.

In 2020, the median household income in the City of Yakima was \$50,673, up significantly from \$39,706 in 2010. Despite the recent increase in local income levels, household incomes within the City remain well below Yakima County and the state of Washington (**Exhibit 4**).

Exhibit 4: Income Trends, 2010-2023

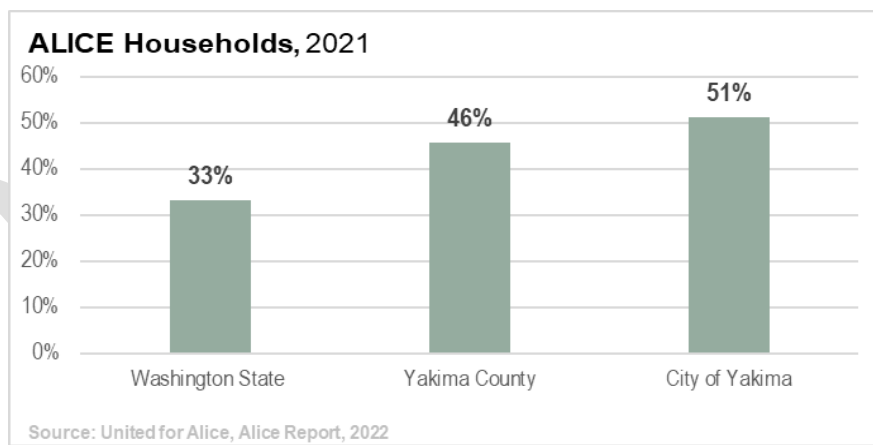


Like many communities across the U.S., an increasing share of Yakima households are experiencing economic hardship as the cost of living rises faster than income levels.

In recognition of the short comings associated with federal poverty statistics, the United Way now provides a new measure of economically distressed households struggling in each county in a state. This effort provides a framework, to measure households that do not earn enough to afford basic necessities, with a population segment called ALICE (Asset Limited, Income Constrained, Employed). The ALICE methodology takes into account the total cost of household essentials – housing, child care, food, transportation, technology, and health care, plus taxes and a 10 percent contingency. For more information, please check out: <https://www.unitedforalice.org/methodology>

As of year 2021, 51% of the households in Yakima were either living in poverty or classified in the ALICE category, which is well above the state average of 33% and the countywide average of 46% (**Exhibit 5**).

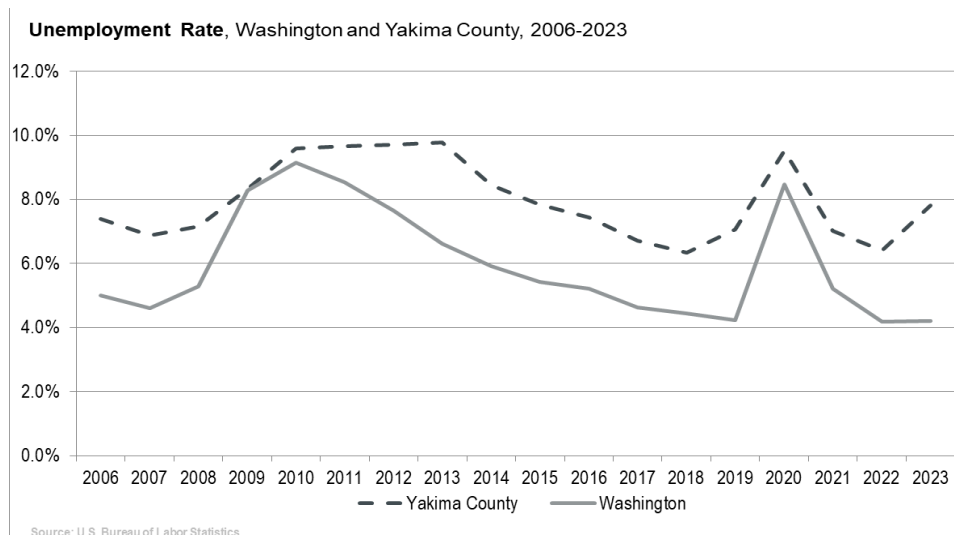
Exhibit 5: Poverty and ALICE Households, 2021



EMPLOYMENT AND UNEMPLOYMENT

The unemployment rate in Yakima County was 6.4% in 2022, slightly higher than the statewide average of 4.2% during the same year (**Exhibit 6**).

Exhibit 6: Unemployment Rate, Washington and Yakima County 2006-2023



Employment within the City of Yakima has increased steadily over the last decade, from 40,147 jobs in 2010 to 47,282 jobs in 2021 (**Exhibit 7**). During this time frame, growth was particularly strong in agriculture (3,508 job increase from 2011 to 2021), health care (+2,824 jobs), public administration (+1,025 jobs), and retail trade (+993 jobs).

Overall, the City “captured” nearly two-thirds of the net new job growth that occurred in Yakima County between 2010 and 2021 (**Exhibit 8**).

Exhibit 7: Employment by Sector, City of Yakima, 2011-2021

Sector	2010	2021	Change	AGR
Ag. & Industrial	9,222	13,690	4,468	4.0%
Retail	4,999	5,992	993	1.8%
Service	23,880	24,529	649	0.3%
Government	2,046	3,071	1,025	4.1%
Total	40,147	47,282	7,135	1.6%

Source: U.S. Census On the Map data.

Exhibit 8: Employment by Sector, Yakima County, 2011-2021

Sector	2011	2021	Change	AGR
Industrial	36,660	46,246	9,586	2.4%
Retail	8,809	9,891	1,082	1.2%
Service	41,382	43,107	1,725	0.4%
Government	5,749	4,406	(1,343)	-2.6%
Total	92,600	103,650	11,050	1.1%

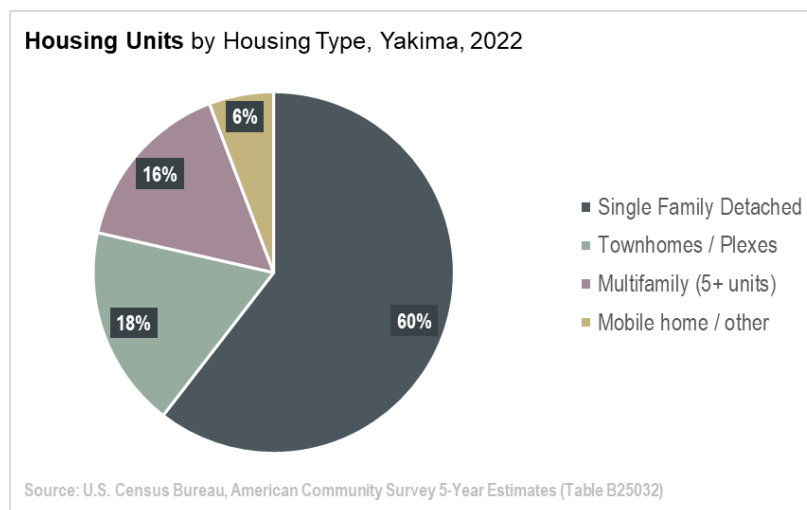
Source: U.S. Census On the Map data.

DEVELOPMENT OVERVIEW

In 2022, there were 36,623 housing units in the City of Yakima of which 18,494 units were classified as owner-occupied, 16,336 units were renter-occupied and 1,793 units were considered as seasonal housing, vacant or for-sale. Overall vacancy rates for housing in Yakima is below 4.9% currently.

Like most cities in Washington, single-family detached housing is the most prevalent housing type representing 60% of the local housing stock. The remaining housing inventory in Yakima includes townhomes and plexes (18%), multifamily (16%) and mobile homes (6%), as shown in **Exhibit 9**.

Exhibit 9: Existing Housing Inventory, 2022, City Yakima



Building permit activity in Yakima over the 2018-2022 timeframe indicates strong market support for the development of additional multifamily (apartments), which accounted for over half (53%) of all new housing units that were constructed in the City (**Exhibit 10**).

Exhibit 10: Dwelling Units Added by Category, 2018-2022, City Yakima

	Total	Average Annual
Single Family	648	162
Plexes	260	65
Multifamily	1,077	269
Mobile Homes	34	9
Total	2,019	505

Source: City of Yakima

Yakima home values have increased measurably in recent years. As indicated in **Exhibit 11**, median home values in Yakima increased to \$329,195 in December 2023, up 2.3% annually over the past two years. Other cities in the region have experienced similar housing cost increases.

Exhibit 11: Home Value Index in Select Markets

	Dec-21	Dec-22	Dec-23	Annual Avg. Growth %
Yakima	\$307,150	\$321,739	\$329,195	2.3%
Ellensburg	\$404,504	\$436,419	\$442,247	3.0%
Wenatchee	\$428,973	\$448,884	\$449,759	1.6%
Toppenish	\$227,249	\$244,433	\$249,245	3.1%

Source: Zillow.com; analysis by FCS.

COMMERCIAL AND INDUSTRIAL MARKET POTENTIAL

Third quarter 2023 real estate brokerage reports for the Yakima Market Area indicated that building vacancy rates have remained very low at 4.6% for industrial buildings, and 2.6% for office in the region was vacant¹.

As shown above in **Exhibit 7**, significant growth has been occurring in the industrial and retail sectors in Yakima over the past decade and longer. Based on the trends in job growth, FCS GROUP prepared two job growth forecast scenarios that can be used to forecast employment land needs in Yakima over the next ten years.

Job growth forecast Scenario 1 assumes an extrapolation of the historic rates of job growth with an average employment density factor of 20 jobs per acre for industrial/other uses and 40 jobs per acre for commercial and office uses. Under this growth forecast, Yakima is projected to require 215 acres for industrial uses and 18 acres for commercial and office uses every ten years (**Exhibit 12**).

¹ Office and Industrial Market Reports prepared by the Remlinger Group using CoStar data.

Exhibit 12: Yakima Employment Land Need Assumptions, Scenario 1

Sector	Jobs per Acre	Historic Annual Job Growth	Land Need Acres per yr	Acres every 10 yrs
Industrial	20	429	21.5	215
Commercial/Office	40	73	1.8	18

Job growth forecast Scenario 2 also assumes the same level of job growth as Scenario 1, but estimates the employment land needs based on building square footage. As shown below in **Exhibit 13**, the number of jobs per 1,000 square feet of building floor area range: industrial uses @ 1.5 jobs per 1,000 SF; commercial and office uses @ 3 jobs per 1,000 SF. Using a floor-area ratio of 0.2 for industrial and 0.35 for commercial, Yakima would require approximately 328 acres of industrial and 16 acres of commercial land over a ten-year period.

Exhibit 13: Yakima Employment Land Need Assumptions, Scenario 2

Sector	Jobs Per 1000 SF	Historic Annual Job Growth	Annual Building SF Needs	Floor-Area Ratio	Land Need Acres per Yr	Land Need every 10 yrs (Acres)
Industrial	1.5	429	286,133	0.2	32.8	328
Commercial/Office	3.0	73	24,367	0.35	1.6	16

DRAFT

III. SUBAREA DEVELOPMENT POTENTIAL

BUILDABLE LAND INVENTORY

As part of this study, an estimate of the buildable land inventory (BLI) within Yakima’s Growth Areas was created to determine the amount of land available for housing and employment. The BLI analysis uses the most current Geographic Information Systems (GIS) data provided by the City and County of Yakima.

The objective of the BLI is to determine the amount of developable land available for future residential housing and economic development within the UGB. A complete description of the BLI Methodology is provided in **Appendix A**. The BLI analysis is used to calculate the gross acres, developed acres, environmentally constrained acres, and net buildable acres within each area.

As shown in **Exhibit 14A** and **14B**, the findings indicate that the total net buildable acres within the study areas ranges from 139 acres in Area 2–South Airport to 1,293 acres in Area 1–Terrace Heights. Within Terrace Heights, Subarea 1A accounts for approximately 301 buildable acres.

BLI findings are also utilized to depict potential new development for housing and jobs within each study area.

Exhibit 14A: Yakima Study Area Buildable Land Assumptions

Subarea	Total Acres	Developed Acres	Constrained Acres	Gross Buildable Acres	Net Buildable Commercial Acres	Net Buildable Industrial Acres	Net Buildable Residential Acres	Total Net Buildable Acres
1 Terrace Heights	4,510	2,022	1,024	1,464	57	267	969	1,293
2 South Airport	553	143	83	326	-	74	65	139
3 Bachelor Creek	1,084	385	218	481	-	-	258	258
4 West Valley	2,056	926	164	966	48	-	848	896
5 Northwest	1,088	379	443	266	-	-	317	317
Total	9,291	3,856	1,932	3,504	105	341	2,457	2,903

* includes buildable land in tax lots of 5 or more acres, excluding constrained acres

Source: Yakima Growth Study, GIS analysis by 3J Consulting and FCS GROUP, Dec. 2023.

Exhibit 14B: Yakima Study Area Buildable Land Assumptions

Subarea	Total Acres	Net Buildable Commercial Acres	Net Buildable Industrial Acres	Net Buildable Residential Acres	Total Net Buildable Acres
1 Terrace Heights	4,510	57	267	969	1,293
Subarea 1A	432	50	232	19	301
2 South Airport	553	-	74	65	139
3 Bachelor Creek	1,084	-	-	258	258
4 West Valley	2,056	48	-	848	896
5 Northwest	1,088	-	-	317	317
Total	9,291	105	341	2,457	2,903

* includes buildable land in tax lots of 5 or more acres, excluding constrained acres

Source: Yakima Growth Study, GIS analysis by 3J Consulting and FCS GROUP, May 2024.

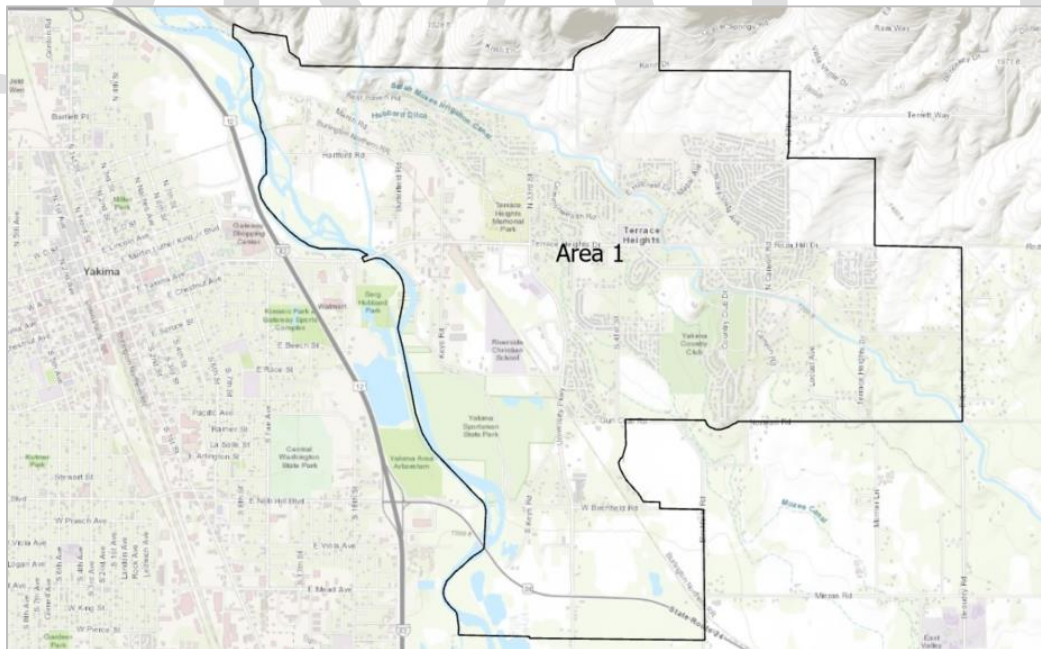
STUDY AREA OPPORTUNITIES AND CONSTRAINTS

The following section highlights unique existing characteristics of each annexation area being considered.

Area 1 Terrace Heights

Exhibit 15 below shows an area map of Terrace Heights.

Exhibit 15: Terrace Heights Area Map



As shown in **Exhibit 16**, the Terrace Heights area is the largest of the study areas with 4,510 acres and has the most significant levels of existing development. The Terrace Heights area is home to 8,735 full-time residents, 2,642 workers, and includes nearly \$1.3 billion in existing assessed property and improvement value according to the Yakima County Assessor (2023).

Exhibit 16: Terrace Heights Existing Conditions

Area 1 -Terrace Heights

Assessed Value	\$1,281,596,250
Jobs	2,642
Population	8,735
Median HH Income	\$70,477
Median Home Value	\$321,341
Median Age	43.6

Source: ESRI Business Analyst Online, Yakima County Assessor

The Terrace Heights area has significant future development potential. As shown below in Exhibit 17, it is estimated that vacant buildable land in the Terrace Heights area could accommodate 2,713 new housing units as well as 2,373 additional jobs, including 1,495 industrial jobs and 878 service jobs.

Within Terrace Heights Subarea 1A has most of the non-residential development potential in Terrace Heights. It is estimated that the subarea area could accommodate only 53 of the 2,713 new housing units anticipated in Terrace Heights. However, the area includes capacity for 2,069 of the 2,373 new jobs anticipated in Terrace Heights, including 770 service sector jobs and 1,299 industrial jobs.

Exhibit 17: Terrace Heights Development Potential

Subarea 1: Terrace Heights

	Total	Subarea 1A
Potential New Dwelling Units	2,713	53
Potential New Service Jobs	878	770
Potential New Industrial/ Other Jobs	1,495	1,299
Potential Total Jobs	2,373	2,069

Source: Yakima Growth Study, GIS analysis by 3J Consulting and FCS GROUP

Area 1 Infrastructure Needs

- **Water:** The area is predominantly served by the Yakima County-owned Terrace Heights Water System which serves much of the employment land in the area along with the eastern residential areas. The remainder of Terrace Heights is served by approximately 30 separate neighborhood-scale water utilities.
- **Sewer:** Most of the area is served by the Terrace Heights Sewer District with some parcels outside the service area served by in-site systems.
- **Roads and Streets:** Most streets are maintained by the County. The Terrace Heights transportation network is being planned and designed to meet standards set by the County’s Horizon 2040 Plan. Congestion along the Yakima Avenue/Terrace Heights Drive corridor has triggered Yakima County’s concurrency requirements, which limits new development permits along this important roadway corridor. Transportation infrastructure investment is needed, particularly replacement of a bridge crossing the Yakima River.

Area 1A Terrace Heights Subarea

The city also requested an analysis of a subarea of Terrace Heights. **Exhibit 18** below shows the boundaries of the subarea as a dashed red line.

Exhibit 18: Terrace Heights Subarea Map

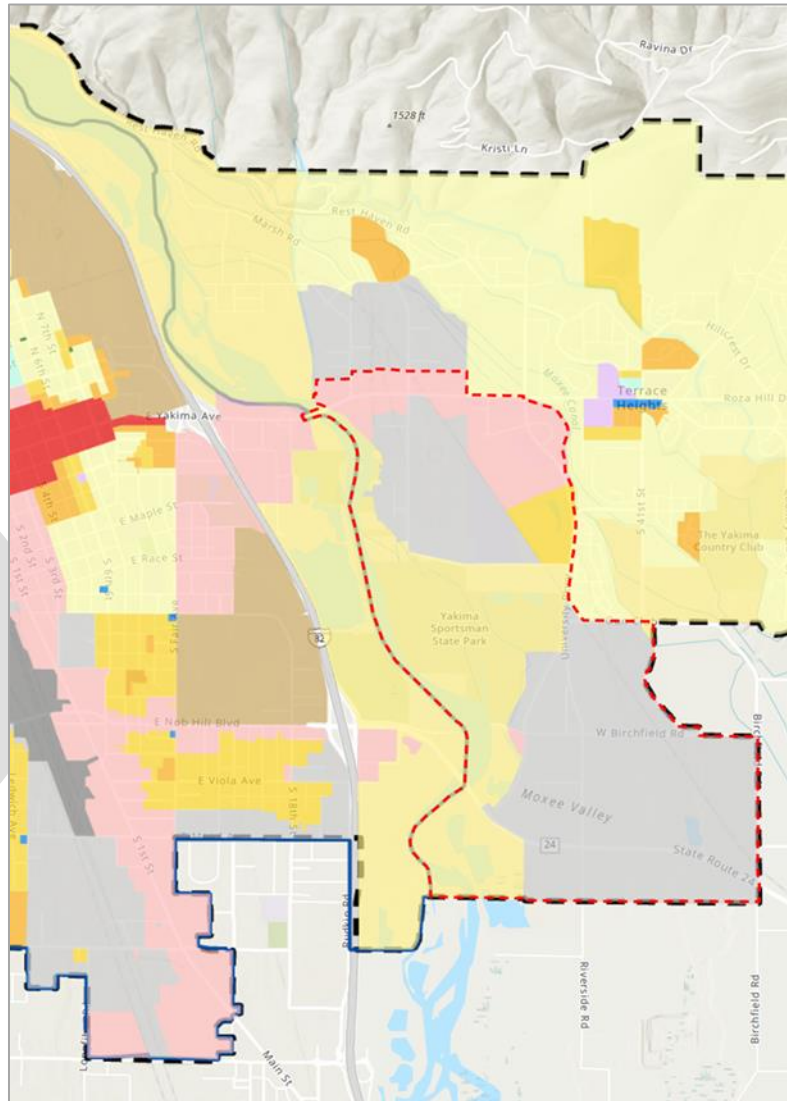


Exhibit 19: Terrace Heights Subarea Development Potential

Subarea 1A: Terrace Heights Subarea

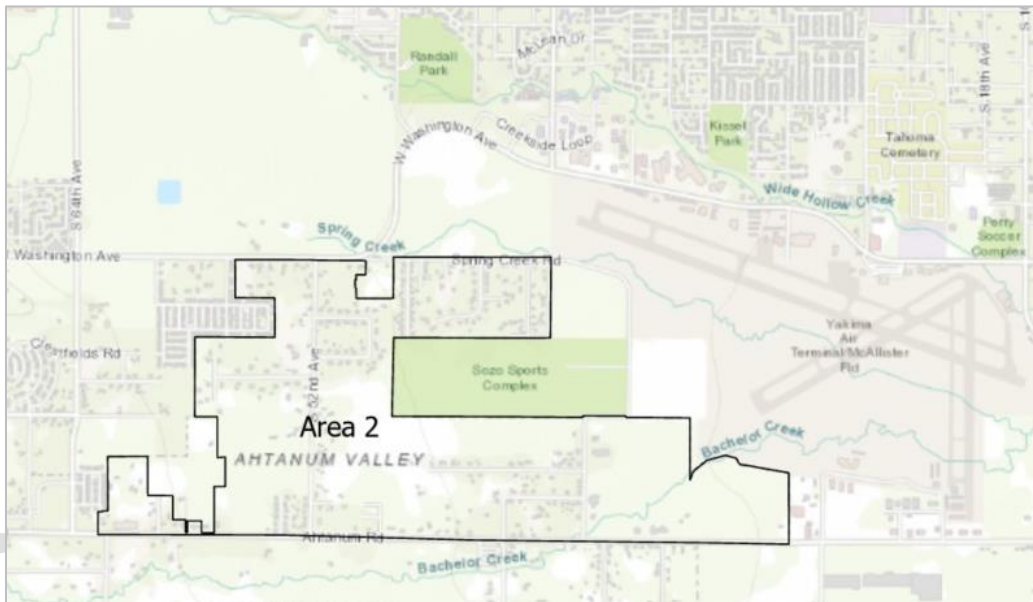
	Subarea 1A
Potential New Dwelling Units	53
Potential New Service Jobs	770
Potential New Industrial/ Other Jobs	1,299
Potential Total Jobs	2,069

Source: Yakima Growth Study, GIS analysis by 3J Consulting and FCS GROUP

Area 2 South Airport

Exhibit 20 depicts a map of the South Airport area.

Exhibit 20: South Airport Area Map



At 553 total acres, the South Airport area is the smallest of the five annexation areas under consideration. This area is home to 945 full-time residents, 151 workers, and includes approximately \$107.5 million in existing assessed value (**Exhibit 21**).

Exhibit 21: South Airport Existing Conditions

Area 2 -South Airport to Ahtanum Road

Assessed Value	\$107,493,400
Jobs	151
Population	945
Median HH Income	\$96,197
Median Home Value	\$326,374
Median Age	46.4

Source: ESRI Business Analyst Online, Yakima County Assessor

As shown below in **Exhibit 22**, it is estimated that the South Airport area could accommodate 181 additional housing units as well as 414 added jobs in the future.

Exhibit 22: South Airport Development Potential

Subarea 2: South Airport

	Housing Units
Potential New Dwelling Units	181
	Jobs
Potential New Service Jobs	-
Potential New Industrial/ Other Jobs	414
Potential Total Jobs	414

Source: Yakima Growth Study, GIS analysis by 3J Consulting and FCS GROUP

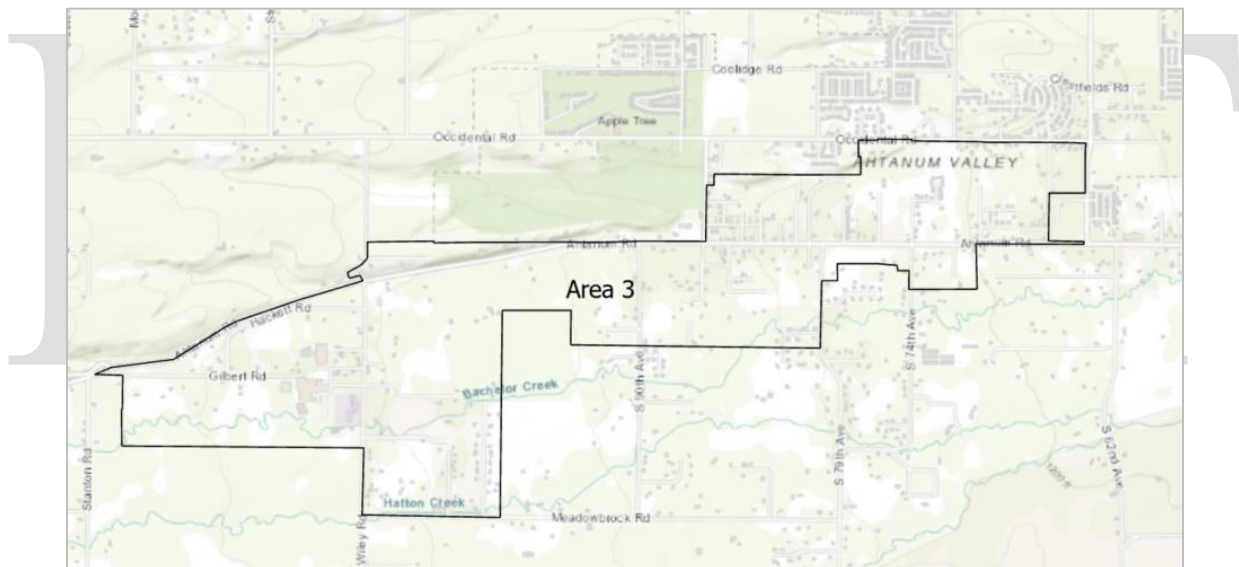
Area 2 Infrastructure Needs

- **Water:** The area is currently within the Nob Hill Water District. However, the distribution system is mostly confined to a mainline along Ahtanum Road. Water service in the South Airport area will require expansion of the distribution system.
- **Sewer:** The vast majority of this area is on septic systems. The City of Yakima has several sewer lines that run adjacent to the area including 12” pipes serving the Sozo Sports Complex and a line running along Spring Creek Road. As with water, serving the South Airport area will require expansion of the wastewater system.
- **Roads and Streets:** Streets in the area are maintained by the County, with two transportation primary east/west arterials, including Spring Creek Road to the north and Ahtanum Road to the south. 52nd Avenue provides the primary north/south arterial access. Expansions to the transportation network will likely include local streets built along with development.

Area 3 Bachelor Creek

Exhibit 23 below shows an area map of Bachelor Creek.

Exhibit 23: Bachelor Creek Area Map



The 1,084-acre Bachelor Creek/Wiley City area is located west of the Airport area and SW of current city limits. This area is home to 1,429 residents, 282 workers, and includes \$189.5 million in existing assessed value (**Exhibit 24**).

Exhibit 24: Bachelor Creek Existing Conditions

Area 3 -Bachelor Creek, Spring Creek to Wiley City

Assessed Value	\$189,504,450
Jobs	282
Population	1,429
Median HH Income	\$74,380
Median Home Value	\$367,917
Median Age	40.9

Source: ESRI Business Analyst Online, Yakima County Assessor

As shown below in **Exhibit 25**, all of the buildable land in the Bachelor Creek area is planned for residential and the area could add approximately 722 new dwelling units in the future.

Exhibit 25: Bachelor Creek Development Potential

Subarea 3: Bachelor Creek

	Housing Units
Potential New Dwelling Units	722
	Jobs
Potential New Service Jobs	-
Potential New Industrial/ Other Jobs	-
Potential Total Jobs	-

Source: Yakima Growth Study, GIS analysis by 3J Consulting and FCS GROUP

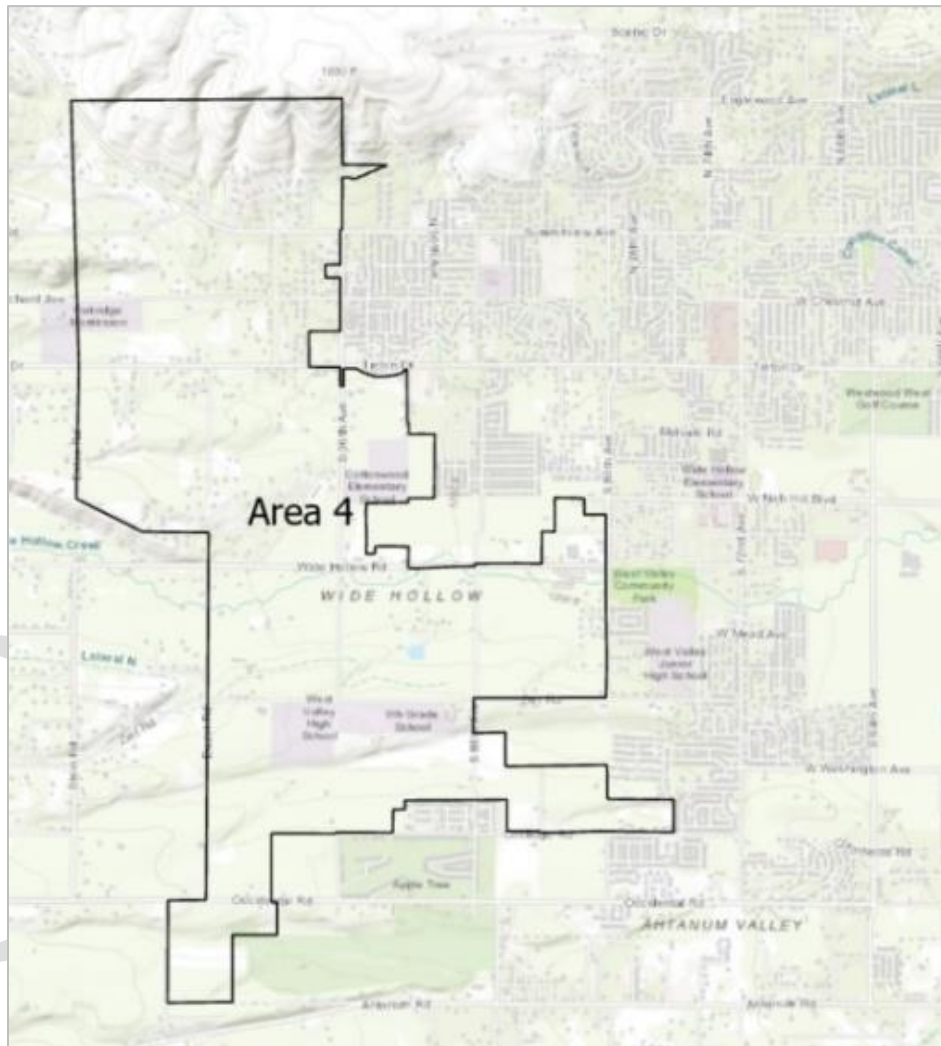
Area 3 Infrastructure Needs

- **Water:** As with the South Airport area, Bachelor Creek is currently within the Nob Hill Water District. The Bachelor Creek area has slightly more distribution in place currently, especially in the Wiley City area and Ahtanum areas.
- **Sewer:** Like the South Airport area, Bachelor Creek residents are mostly on septic systems. Existing City of Yakima sewer lines run along Ahtanum Road and the 74th and 78th Avenue corridors. Servicing the area will require a significant extension along Ahtanum Road.
- **Roads and Streets:** The eastern portion of the Bachelor Creek area are served by Ahtanum and Occidental Roads as well as 74th and 78th Avenues. Expansions to the transportation network of eastern Bachelor Creek will likely include local streets built along with development. The Wiley City area is connected by Ahtanum Road and is relatively well built out in terms of transportation infrastructure.

Area 4 West Valley

Exhibit 26 shows an area map of the West Valley study area.

Exhibit 26: West Valley Area Map



Situated along Yakima western city limits, the 2,056-acre West Valley area is the second largest of the annexation areas under consideration. The West Valley area is home to 1,352 residents, 497 workers and includes \$329.8 million in assessed property value (**Exhibit 27**).

Exhibit 27: West Valley Existing Conditions

Area 4 -West Valley to Dazet and Estes Roads

Assessed Value	\$329,820,980
Jobs	497
Population	1,352
Median HH Income	\$79,308
Median Home Value	\$365,269
Median Age	40.1

Source: ESRI Business Analyst Online, Yakima County Assessor

The West Valley area includes significant amounts of vacant and underutilized land, along with several parcels designated for institutional use. As shown below in **Exhibit 28**, it is estimated that

buildable land in the West Valley area could accommodate 2,375 new housing units as well as 739 additional jobs.

Exhibit 28: West Valley Development Potential

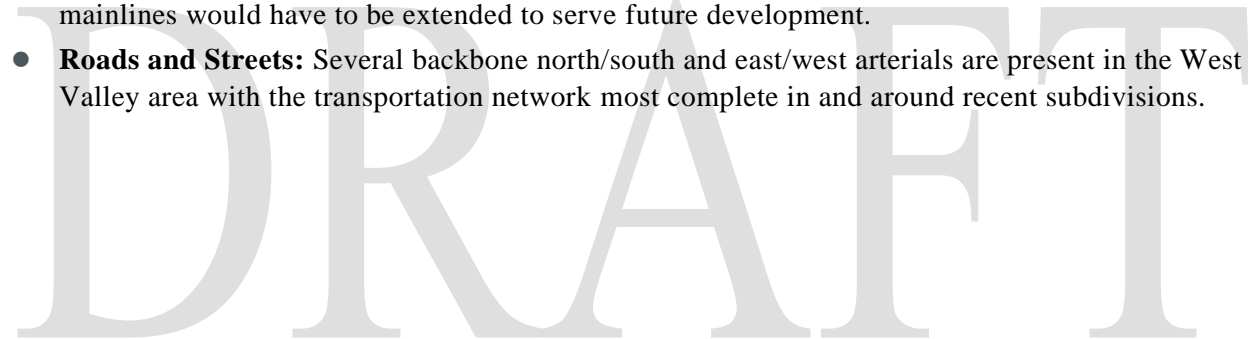
Subarea 4: West Valley

	Housing Units
Potential New Dwelling Units	2,375
	Jobs
Potential New Service Jobs	739
Potential New Industrial/ Other Jobs	-
Potential Total Jobs	739

Source: Yakima Growth Study, GIS analysis by 3J Consulting and FCS GROUP

Area 4 Infrastructure Needs

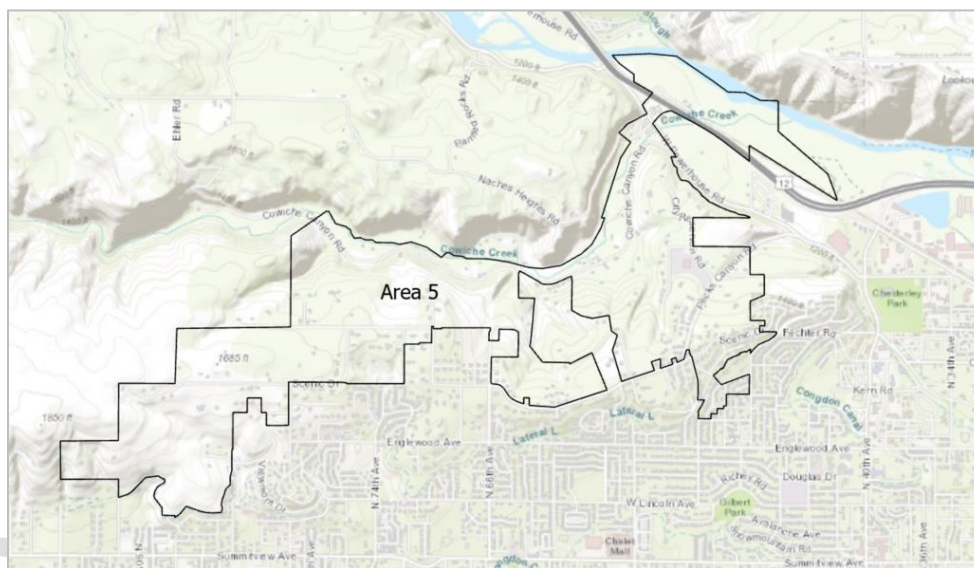
- **Water:** This area is also within the Nob Hill Water District. The distribution network in the West Valley area is limited to major arterials (Tieton Dr., Wide Hollow Rd., Summitview Ave.).
- **Sewer:** Most of the area is on septic systems apart from the school buildings along Zier Road. City sewer infrastructure is in place leading to the boundary of the West Valley area but mainlines would have to be extended to serve future development.
- **Roads and Streets:** Several backbone north/south and east/west arterials are present in the West Valley area with the transportation network most complete in and around recent subdivisions.



Area 5 Northwest

Exhibit 29 shows a map of the Northwest subarea.

Exhibit 29: Northwest Area Map



The 1,088-acre Northwest area is located to the northwest of the Yakima city limits. The Northwest area is home to 809 residents, 177 workers and includes nearly \$200 million in assessed value (**Exhibit 30**).

Exhibit 30: Northwest Existing Conditions

Area 5-Northwest Scenic Road to Cowiche Creek

Assessed Value	\$199,986,650
Jobs	177
Population	809
Median HH Income	\$104,962
Median Home Value	\$386,765
Median Age	49.3

Source: ESRI Business Analyst Online, Yakima County Assessor

The Northwest area includes significant vacant and underutilized land. As shown below in **Exhibit 31**, it is estimated that the area could potentially add 888 new housing units. All remaining buildable land is planned for residential development.

Exhibit 31: Northwest Development Potential

Subarea 5: Northwest

	Housing Units
Potential New Dwelling Units	888
	Jobs
Potential New Service Jobs	-
Potential New Industrial/ Other Jobs	-
Potential Total Jobs	-

Source: Yakima Growth Study, GIS analysis by 3J Consulting and FCS GROUP

Area 5 Infrastructure Needs

- **Water:** Most of the Northwest area is served by the Nob Hill Water District apart from a small western portion which is served by the City of Yakima. As with other annexation areas, water mains are present along arterials in the area but would have to be developed further to meet the demands of growth.
- **Sewer:** Most of the Northwest area is likely on septic systems with the western portion of the potential annexation area on City of Yakima sewer service. Significant transmission infrastructure will be needed to serve this area which is likely to be complicated by the topography of the area.
- **Roads and Streets:** Due to the topography of the Northwest area arterial roadways are sparse and mostly nonlinear. Development of additional roadway capacity will be necessary to meet the demands of development with an added capital cost attributed to the need for extraordinary geotechnical work and the need for retaining walls for land stabilization in areas with steep topography.

INFRASTRUCTURE AND SERVICEABILITY

As part of this study, FCS GROUP reviewed public facility master plans, and met with City of Yakima community development, finance and public works staff and received input from the Nob Hill Water District. This input was imperative for understanding the relative serviceability of each subarea with respect to the general cost of providing adequate water, sewer and transportation capacity to accommodate the current and future development within each subarea.

With an understanding of the relative public facility capital and infrastructure costs for each area and the potential community benefits (measured by existing and potential assessed valuation, housing and employment) a relative scoring system was used to rank each subarea.

As shown in **Exhibit 32**, the relative serviceability in rank order is as follows:

- **Area 1A–Terrace Heights Subarea** (Highest overall serviceability score)
- **Area 1B–Rest of Terrace Heights Subarea** (Second highest overall serviceability score)
- **Area 4–West** (tied for second highest serviceability score)
- **Area 2–South Airport & Area 3–Southwest** (tied for third Highest serviceability score)
- **Area 5–Northwest** (Lowest overall serviceability score)

Exhibit 32: Infrastructure and Public Facility Serviceability Comparison

Relative Infrastructure Serviceability & Growth Potential						
	Area 1A	Area 1B	Area 2	Area 3	Area 4	Area 5
Facility Type	Terrace Heights Subarea	Rest of Terrace Heights	South	SW	West	NW
Overall Public Facility Serviceability						
Potential AV Added with Annexation						
Potential Pop & Housing Added						
Future Job Opportunities						
Total Relative Score (Avg.)						
Avg. Ranking	1.2	1.4	2.4	2.6	1.6	2.8
LEGEND						
Highest Relative Change or Impact to City Moderate Change or Impact to City Lowest Relative Change or Impact to City						

IV. FISCAL IMPACT ASSESSMENT

This section evaluates the potential annual or ongoing fiscal impact that annexation areas could have on the City of Yakima General Fund.

METHODOLOGY

To evaluate annual fiscal costs and benefits of serving local residents and daytime employment/visitation within the City, FCS GROUP analyzed City of Yakima budget history (FY 2014-2024). The focus of this analysis is on General Government operating revenues and expenditures, which tend to increase or decrease with changes in population and employment within the City of Yakima.

The approach used to conduct this analysis entailed the following steps:

1. Compile annual revenue and expense data from prior City of Yakima audited financial statements and current budget year for selected line items contained in the General Government Fund for period between 2014 and 2024 (see **Exhibit 33** for a list of the budget line items included in this analysis).
2. Prepare 3-year moving average to smooth out anomalies in the City’s budget history. This approach tends to “dampen” extraordinary impacts created by recessions and special events, such as the Global Covid-19 Pandemic.
3. Compile historic trends and current estimates of resident population and employment (at place of work jobs) within the City for the period extending from 2014 to 2023, using estimates from the U.S. Census Bureau and the Washington Office of Employment Security.
4. Calculate the 3-year moving average of historic annual General Fund expenses and revenues for the City; focusing on the line items that most affected by changes in population or jobs.
5. Identify 3-year moving average depicting City General Fund expense and revenue estimates per job (at place of work employment) within the City.
6. Convert nominal dollars for all budget years to real 2024 dollar amounts using annual U.S. Consumer Price Index data from

Revenue Line Items	Expense Line Items
311 Property Tax	100 Salaries & Wages
313 Retail Sales and Use Tax	200 Personnel Benefits
313 Criminal Justice Tax	300 Supplies
314 Water Utility Tax	400 Other Services and Charges
314 Wastewater Utility Tax	
314 Refuse Utility Tax	
314 Stormwater Utility Tax	
316 Business Licenses	
316 Electric Utility Tax	
316 Private Water Frchs/Util Tax	
316 Gas Franchise/Utility Tax	
316 Private Garbage Utility Tax	
316 Cable TV Utility Tax	
316 Cable TV Franchise Fees	
316 Cellular Utility Tax	
316 Telephone Utility Tax	
317 REET	
317 Leasehold Excise Tax	
317 Gambling Tax	
317 Assessments	
317 Transportation Benefit District TBD	

Exhibit 30: General Fund Categories Included in Fiscal Impact Assessment

the U.S. Bureau of Labor Statistics.

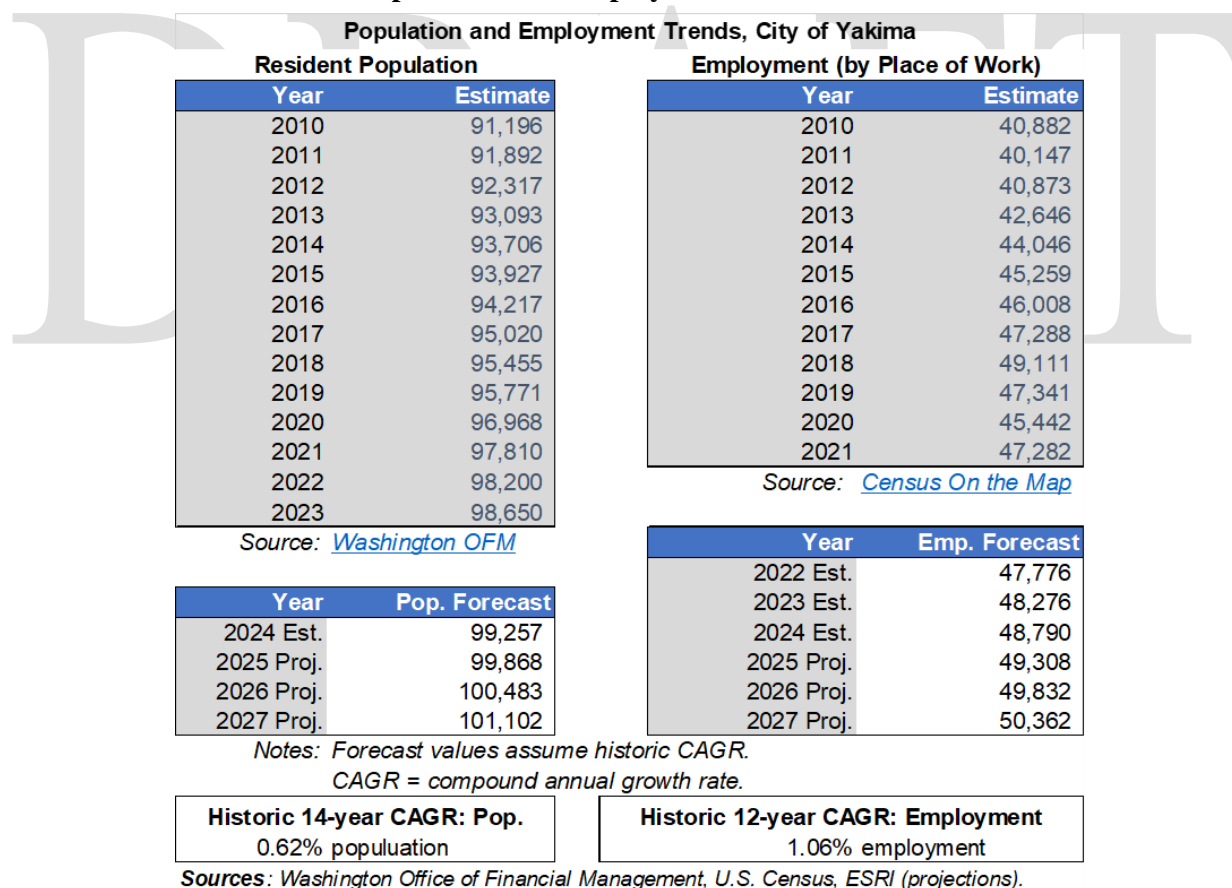
- Translate General Fund revenue and expense impacts per capita and per job into expected impacts per net developed acre of residential land (by housing type) and per acre of developed employment land (for commercial and industrial buildings).

In addition to measuring the relative impact that new residents or workers would likely place on the City’s General Fund, this annexation analysis also considers the relative impact annexation areas would likely have on property tax revenues and sales and use taxes, as described below.

Fiscal Impact Drivers

To quantify the relative fiscal impact of each annexation study area it is necessary to understand the relationship between the main drivers of fiscal spending: population, housing and employment and their impacts on annual General Government revenues and expenditures. For analysis purposes, FCS relied upon data provided by the Washington Office of Financial Management (OFM) for historical population estimates for the City of Yakima. Historic employment estimates for the City were obtained using U.S. Census, On-the-Map data. Current population and employment estimates and 3-year projections were obtained using ESRI Business Analyst data (**Exhibit 31**).

Exhibit 33: Population and Employment Estimates and Forecasts



The population and employment estimates shown above along with 3-year moving averages depicting General Government spending and revenues have been utilized to quantify key fiscal impact metrics that are used in this study.

Key fiscal impact measures used in this analysis include:

- **Annual General Government expenditures and revenues per capita**
- **Annual General Government expenditures and revenues per job (average)**
- **Annual General Government expenditures and revenues per retail job**

GENERAL GOVERNMENT FISCAL IMPACTS

The analysis of the average annual fiscal impact on the City of Yakima General Government fund is summarized below in **Exhibit 34**. After converting the 3-year moving average amounts from nominal dollars into constant 2024 dollars, it is estimated that each net new resident in the City generates approximately \$2,424 in revenues and \$1,859 in annual expenses, with a net impact of \$575 per person.

The employment impact analysis indicates that there is higher net fiscal benefit associated with jobs in the City, with an overall net fiscal benefit of \$890 per year to the General Fund. Commercial retail jobs generate an even higher overall net fiscal benefit to the General Fund of approximately \$1,532 per job.

Exhibit 34: Per Capita and Per Job General Fund Impacts

Avg. Annual General Fund Impact Per Pop. & Per Job (2024 \$)			
	Average Annual Impact FY 2014-2023		
	GF Revenue	GF Expense	Net GF Impact
Gen. Fund Impact Per Pop.	\$ 2,434	\$ (1,859)	\$ 575
Gen. Fund Impact Per Avg. Job	\$ 5,117	\$ (4,227)	\$ 890
Gen. Fund Impact Per Retail Job	\$ 5,759	\$ (4,227)	\$ 1,532

As new areas are annexed into the City (typically through property-owner petitions) there are generally two types of ongoing annual fiscal impacts on the General Fund:

1. **Short-term impact:** reflects the addition of assessed value from current development to the calculation of local mil rates and/or changes in property tax revenue. Depending upon the number of people and businesses in the annexation area, there may also be some change in the City/County allocation of miscellaneous tax revenues from sales and use tax collections, state shared taxes (i.e., fuel tax, liquor tax, etc.), utility franchise tax revenue, etc.
2. **Long-term impact:** if an annexation area develops new housing or attracts new businesses there will be an additional fiscal impact that will increase General Government revenues and expenditures as local services (such City administration, planning, public facility operations, police service, etc.) are extended into that area.

It should be noted that this fiscal impact section focuses only on ongoing annual General Government revenues and expenditures and does not account for one-time capital facility investments that are unique to each area. For a discussion on infrastructure serviceability and relative capital costs please refer to the previous chapter.

Short-Term Fiscal Impacts

The factors that primarily drive short-term fiscal impacts for each annexation study area include existing population, existing housing (dwelling units), retail and non-retail jobs, and existing taxable assessed value (**Exhibit 35**).

Exhibit 35: Fiscal Impact by Focus Area

Subarea	Pop-ulation	Dwelling Units	Total Jobs	Retail Jobs	Daytime Resident Pop.	Daytime Emp.	Current Taxable AV (\$M)
1 Terrace Heights	8,735	3,777	2,578	377	4,317	2,578	\$ 1,082.2
2 South Airport	945	356	162	82	451	162	\$ 97.0
3 Bachelor Creek	1,429	572	273	99	812	273	\$ 151.0
4 West Valley	1,352	499	884	47	777	884	\$ 280.4
5 Northwest	809	321	82	34	487	82	\$ 170.0
Citywide	98,579	37,192	44,034	5,328			\$ 11,665.1

Notes:

1. Derived from ESRI Business Analyst, and Washington Dept. of Revenue data.
2. Analysis reflects current average retail sales per job in City.
3. Analysis reflects current Sales and Use Tax for City (0.018%)

Compiled by FCS GROUP.

The precise impact of annexations on property tax revenue is difficult to predict given Washington State constitutional limits on the amount of General Fund revenue local jurisdictions can assess (1% annual limitation on existing AV plus the value of new construction). Hence, the initial result of annexations may result in a slight increase in General Fund Revenue (of 1%) with a concomitant downward pressure on local mil rates for most taxable properties within the City boundary.

The relative fiscal impact from the potential increase in taxable values for each annexation area is shown in **Exhibit 36**. In the analysis shown, for each \$100 million in taxable AV, there is a potential equivalent impact of either a \$190,000 increase in General Fund property tax revenues or a slight decrease in the citywide property tax mil rate from approximately 1.85527 to 1.8395 per \$1,000 AV.

Exhibit 36: Property Tax Impact by Focus Area

Subarea	Land RMV (\$M) ¹	Imp. RMV (\$M) ¹	Total RMV (\$M) ¹	Est. Taxable AV (\$M) ²	Annual City Prop. Tax Impact ³
1 Terrace Heights	\$ 247.0	\$ 1,026.2	\$ 1,273.2	\$ 1,082.2	\$ 2,010,000
Subarea 1A	\$ 77.1	\$ 217.1	\$ 294.2	\$ 250.0	\$ 460,000
2 South Airport	\$ 31.5	\$ 82.6	\$ 114.1	\$ 97.0	\$ 180,000
3 Bachelor Creek	\$ 37.9	\$ 139.8	\$ 177.7	\$ 151.0	\$ 280,000
4 West Valley	\$ 61.5	\$ 268.4	\$ 329.9	\$ 280.4	\$ 520,000
5 Northwest	\$ 43.0	\$ 157.0	\$ 200.0	\$ 170.0	\$ 320,000

Notes:

1. Derived from Yakima County Assessor Records, Dec. 2023.
2. Adjusted downward by 15% to account for tax exempt uses.
3. Assumes 2024 mil rate of: 1.855272 per \$1,000 AV.
 RMV = real market value per Yakima County Assessor, 2024.

Within the study areas there is already an existing amount of commercial retail development that would generate local sales and use tax revenues after the first year of annexation. Terrace Heights has the most significant level of current retail sales (\$13.4 million) which if taxed at current City rates (0.18%) would generate approximately \$242,000 annually for the City (**Exhibit 37**).

Exhibit 37: Sales Tax Impact by Focus Area

Subarea	Existing Retail Jobs ¹	Current Annual Retail Sales	Annual City Sales & Use Tax Impact ²
1 Terrace Heights	377	\$ 13,440,000	\$ 242,000
2 South Airport	82	\$ 2,940,000	\$ 53,000
3 Bachelor Creek	99	\$ 3,560,000	\$ 64,000
4 West Valley	47	\$ 1,670,000	\$ 30,000
5 Northwest	34	\$ 1,220,000	\$ 22,000

Notes:

1. Derived from ESRI Business Analyst, and Washington Dept. of Revenue data.
2. Analysis reflects current average retail sales per job in City.
3. Analysis reflects current Sales and Use Tax for City (0.018%)

The estimated annual fiscal impacts to the City of Yakima in the short-term are summarized in **Exhibit 38**. This analysis is provided for comparative purposes only and assumes that the entirety of each study area is annexed in the City. Based on current levels of development, the findings indicate that the annual fiscal impact on the General Fund ranges from \$864 per net acre of developed land in Area 4–West Valley to a high of \$3,136 per acre in Area 2–South Airport.

The findings also indicate that the relative fiscal impact per gross acre ranges from \$377 in Area 5: Northwest to \$907 in Area 1–Terrace Heights.

Exhibit 38: Short-term Fiscal Impact of Current Development

Potential Annual Net Gen. Fund Impact				
Subarea		Based on Current Pop ¹	Based on Current Jobs ¹	Total Net Fiscal Impact (weighted) ²
1	Terrace Heights	\$ 5,023,449	\$ 2,537,039	\$ 4,090,000
	Subarea 1A			\$ 460,000
2	South Airport	\$ 543,464	\$ 196,861	\$ 450,000
3	Bachelor Creek	\$ 821,810	\$ 306,590	\$ 690,000
4	West Valley	\$ 777,528	\$ 817,135	\$ 800,000
5	Northwest	\$ 465,251	\$ 94,827	\$ 410,000

Notes:

1. Derived from prior tables.
2. Analysis reflects weighted average based on total daytime pop and jobs & Assessed Value.
3. Analysis reflects Buildable Land Inventory findings, Dec. 2023.

Compiled by FCS GROUP.

Long-Term Fiscal Impacts

The long-term fiscal impact analysis provides a relative comparison based on the assumption that the current vacant and part-vacant buildable land (with no environmental constraints) is developed by the end of the study time frame. The baseline scenario assumes an average housing and job density levels discussed previously in this report.

The findings shown in **Exhibit 39** indicate that the long-term potential net new fiscal impact per acre of buildable land ranges from a high of \$4,321 per buildable acre in Terrace Heights Subarea 1A to a low of \$1,629/acre in Area 4 – West Valley.

Exhibit 39: Long Term Fiscal Impact of Future Development

Fiscal Impact Based on Future Net New Development						
Potential Annual Net Gen. Fund Impact (in Future)						
Subarea		Based on Future Net New Pop ¹	Based on Future Jobs ¹	Total Net Fiscal Impact (weighted) ²	Buildable Acres ³	Annual Fiscal Impact per Buildable Acre
1	Terrace Heights	\$ 1,560,346	\$ 2,112,509	\$ 1,700,000	1,293	\$ 1,315
	Subarea 1A	\$ 30,389	\$ 1,841,824	\$ 1,300,000	301	\$ 4,321
2	South Airport	\$ 103,909	\$ 368,886	\$ 230,000	139	\$ 1,660
3	Bachelor Creek	\$ 415,448	\$ -	\$ 420,000	258	\$ 1,628
4	West Valley	\$ 1,365,993	\$ 658,056	\$ 1,370,000	896	\$ 1,529
5	Northwest	\$ 510,454	\$ -	\$ 510,454	317	\$ 1,610

Notes:

1. Derived from prior tables, impacts reflect buildout of unconstrained vacant land in tax lots over 5 acres.
2. Analysis reflects weighted average based on total daytime pop and jobs in each area.
3. Analysis reflects Buildable Land Inventory findings, May 2024.

Compiled by FCS GROUP.

Overall Fiscal Impacts

The overall fiscal impact analysis combines that short-term impacts with the long-term impacts to provide a comparison of the potential fiscal impact each area could have on the City in Year 20 or after each area achieves full development of the buildable acres shown in the prior table.

The findings indicate that the relative fiscal impact per buildable acre ranges from a low of \$1,191 in Area 4–West Valley to a high of \$5,850 in Subarea 1A –Terrace Heights (**Table 40**).

Exhibit 40: Fiscal Impact Based on Current and Future Development by Focus Area

Potential Annual Net Gen. Fund Impact (in Future)							
Subarea	Current Net Fiscal Impact ²	Future Net Fiscal Impact	Total Potential Net Fiscal Impact	Gross Acres ³	Developed & Buildable Acres ³	Annual Fiscal Impact per Buildable Acre	
1 Terrace Heights	\$ 4,090,000	\$ 1,700,000	\$ 5,790,000	4,510	3,315	\$ 1,747	
Subarea 1A	\$ 460,000	\$ 1,300,000	\$ 1,760,000	1,448	301	\$ 5,850	
2 South Airport	\$ 450,000	\$ 230,000	\$ 680,000	553	282	\$ 2,411	
3 Bachelor Creek	\$ 690,000	\$ 420,000	\$ 1,110,000	1,084	643	\$ 1,726	
4 West Valley	\$ 800,000	\$ 1,370,000	\$ 2,170,000	2,056	1,823	\$ 1,191	
5 Northwest	\$ 410,000	\$ 510,454	\$ 920,454	1,088	696	\$ 1,322	

Notes:

1. Derived from prior tables, impacts reflect buildout of unconstrained vacant land in tax lots over 5 acres.
2. Analysis reflects weighted average based on total daytime pop and jobs in each area.
3. Analysis reflects Buildable Land Inventory findings, Dec. 2023.

Compiled by FCS GROUP.

A sensitivity analysis was conducted to determine how housing types can influence fiscal impacts. In general, as housing density increases, fiscal impacts are more concentrated and the costs of providing City services such as roadway maintenance can be minimized.

This sensitivity analysis assumes that the City establishes a long-term policy goal aimed at meeting or exceeding the **“average annual net fiscal impact of \$2,400 per buildable acre”** for each study area. The housing density of future development would need to increase in most areas to achieve that target. As shown below, the minimum required density of future housing development to achieve the \$2,400 target within each area would need to range from a low of 4 dwellings per acre in Area 2–South Airport to a high of 11.6 dwellings per acre in Area 1–Terrace Heights (**Exhibit 41**).

Exhibit 41: Minimum Housing Density on New Development to Achieve \$2,400 Annual Net Fiscal Impact per Buildable Area

Subarea	DUs per Acre
1 Terrace Heights	11.6
2 South Airport	4.0
3 Bachelor Creek	8.3
4 West Valley	10.5
5 Northwest	9.9

SUMMARY & POLICY CONSIDERATIONS

The Yakima Annexation Growth Study provides a relative comparison of the costs and benefits of serving potential areas outside the current City limits. This analysis considers community growth opportunities for housing and employment over the long-term. The study included an assessment of existing development conditions and future buildable lands for each study area. A baseline growth forecast for housing and employment in each area is provided to ascertain the relative fiscal impacts on General Government revenues and expenditures.

These findings also consider the near-term infrastructure serviceability and relative capital costs for each area. **Subarea 1A –Terrace Heights and Area 4–West Valley received high highest infrastructure and public facility serviceability rankings.**

The findings indicate that there is likely an overall positive fiscal impact on the City’s General Fund for each annexation area. Based on current development conditions, land use regulations and buildable lands, the most positive annual General Fund fiscal impacts per acre are expected to be generated within Subarea 1A –Terrace Heights and Area 2–South Airport.

However, local policies that encourage a mix of housing types (such as townhomes and apartments) can measurably enhance the overall fiscal benefit that can be achieved in other annexation areas.

The methodology for this study may be applied to specific annexation requests in the future. As new opportunities are advanced it is recommended that the City of Yakima evaluate the expected fiscal impacts on the General Fund and also consider specific capital investment requirements and sources of capital funding. Any potential funding gaps will then need to be addressed through new funding techniques or development agreements to achieve positive fiscal sustainability.

APPENDIX A: BUILDABLE LAND INVENTORY

METHODOLOGY

YAKIMA BUILDABLE LAND INVENTORY METHODOLOGY

An estimate of buildable land inventory (BLI) within Yakima’s Growth Annexation Areas has been created to determine the amount of land available for housing and employment. The BLI analysis uses the most current Geographic Information Systems (GIS) data provided by the City and County of Yakima.

BUILDABLE LAND INVENTORY METHODOLOGY

The objective of the BLI is to determine the amount of developable land available for future residential housing and economic development within the UGB. The steps taken to perform this analysis are as follows:

1. Calculate gross acres by zoning designation, including classifications for fully vacant and partially-vacant & underutilized parcels. The parcel data was provided by the City of Yakima. Further City staff reviewed vacancy assumptions to provide a level of quality assurance.
2. Calculate gross buildable acres by zoning designation by subtracting land that is constrained from future development, such as existing public right-of-way, parks and open space, steep slopes, and floodplains.
3. Calculate net buildable acres by zone designation, by subtracting future public facilities such as roads, schools and parks from gross buildable acres.

The detailed steps used to create the land inventory are described below.

Residential and Economic Land Base

The residential land base reflects current Yakima zoning designations. Properties that are within the residential land base include the following base zone classifications:

Residential Zoning Categories

- SR Suburban Residential
- R-1 Single Family
- R-2 Two Family
- R-3 Multi-Family
- B-1 Professional Business District
- B-2 Professional Business District
- GC General Commercial District

The economic land base reflects current Yakima zoning categories. Properties that are within the economic land base include the following base zone classifications:

Economic Zoning Categories

- B-1 Professional Business District
- B-2 Professional Business District

- GC General Commercial District
- SCC Small Convenience Center District
- M-1 Light Industrial District

The City has multiple overlay districts. Some of the land is within these overlays and can affect future development.

Overlay Districts

- ASO Airport Safety Overlay with multiple zones
- FO Floodplain Overlay
- GO Greenway Overlay

These classifications have been kept consistent throughout the analysis.

Yakima Buildable Land Categories

Vacant land: Properties with no structures or have buildings with little value. For purpose of the BLI, tax lots with improvement value less than \$10,000 with a lot size of at least 3,000 sq.ft. are considered vacant. In addition, lots with the land use code 81 (Agricultural Not Current Use), 83 (Current use Agricultural), 91 (Undeveloped Land) and 99 (Other Undeveloped Land) are assumed to be vacant. These lands were also subjected to review using satellite imagery via Google Earth; and if the land is in a committed use such as a parking lot, an assessment has been made to determine if it is to be classified as vacant, part vacant or developed.

Partially vacant land: Properties that are occupied by a use (e.g., a home or building structure with value over \$10,000) but have enough land to be subdivided without the need for rezoning. This determination is made using tax assessor records and satellite imagery. For Single Family lots, it is assumed that ¼ acre (10,890 sq. ft.) is retained by each existing home, and the remainder is included in the part vacant land inventory. For other residential uses aerial imagery was used to determine the size of the unused portion. For commercial or industrial lots with structures that are in value 40% below their land value, it is assumed that half the lot is developed and the other half is vacant. Or commercial or industrial lots of at least one acre in size and one half-acre of unimproved land.

Redevelopment Potential: Occupied properties with a higher land value than the on-site structure. Properties must be at least 20,000 sq.ft. to be considered of interest for redevelopment.

Developed: Properties unlikely to yield additional growth.

Other: Properties which are regarded as unlikely to be developed because they are restricted by existing uses such as: Public lands, public parks, schools, ballfields, roads and public right-of-way (ROW); common areas held by Homeowners Associations, cemeteries, power substations, and constrained by more than 85% of its area.

These tax lot classifications were validated using satellite imagery, street view, building permit data, and assessor records. Preliminary results were refined by City staff.

Environmental Constraints

The BLI methodology for identifying and removing development constraints is consistent for residential and employment land. “Buildable Land” includes residential and economic designated land within the 5 annexation areas, including vacant, part vacant and land that is likely to be redeveloped; and suitable, available and necessary for residential and economic uses. Public-owned land is generally not considered to be available for new growth unless the underlying zoning permits

it. It should be noted that “available” in this context does not mean that the land is presently on the market. It is assumed in this analysis that such land is expected to come on the market within the 20-year timeframe of this study. Land is considered to be “suitable for new development” unless it is:

- Is severely constrained by natural hazards
- Is within a floodway
- Is within a shoreline environment
- Is affected by a wetland
- Is affected by geological hazards
- Has slopes over 40 percent
- Cannot be provided or served with public facilities

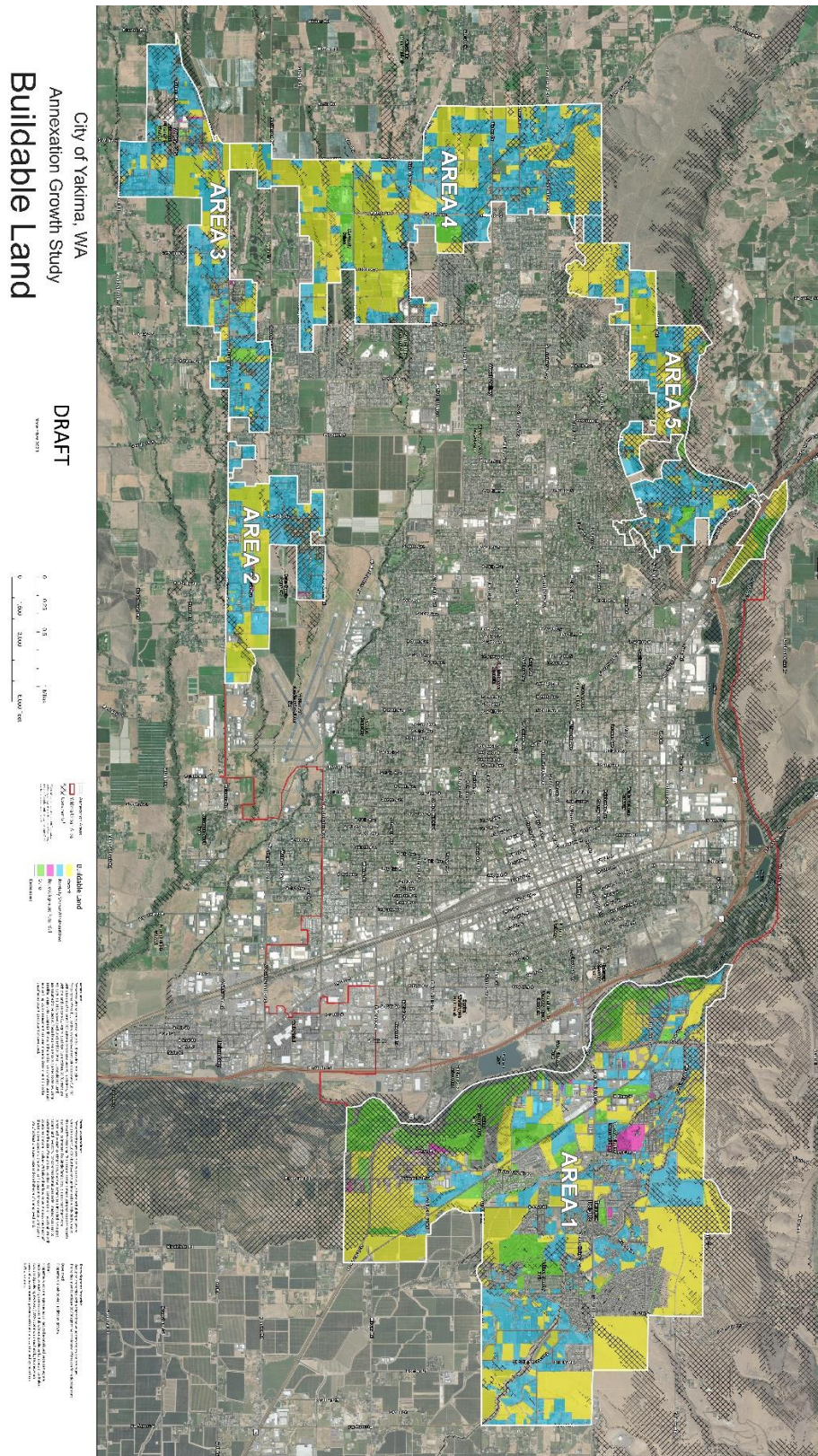
Some lands can still be developed even if within a natural hazard. For the purpose of this study these lands are constrained by 50% of the following hazard:

- Land within the 100-year floodplains. This includes lands in the floodplain overlay.
- Slopes between 15 and 40%.


The following map (Figure A-1) depicts the results of the BLI which is used for this study.


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Figure A-1: Yakima Buildable Land Inventory





APPENDIX B: ESRI MARKET DATA


 esri Market Profile	
Yakima City, WA	Prepared by Esri
Yakima City, WA (5380010)	
Geography: Place	
Yakima city, ...	
Population Summary	
2010 Total Population	91,788
2020 Total Population	96,968
2020 Group Quarters	2,078
2023 Total Population	98,579
2023 Group Quarters	1,907
2028 Total Population	99,551
2023-2028 Annual Rate	0.20%
2023 Total Daytime Population	108,380
Workers	53,177
Residents	55,203
Household Summary	
2010 Households	33,297
2010 Average Household Size	2.68
2020 Total Households	35,379
2020 Average Household Size	2.68
2023 Households	36,315
2023 Average Household Size	2.66
2028 Households	37,001
2028 Average Household Size	2.64
2023-2028 Annual Rate	0.37%
2010 Families	21,619
2010 Average Family Size	3.30
2023 Families	23,377
2023 Average Family Size	3.28
2028 Families	23,891
2028 Average Family Size	3.23
2023-2028 Annual Rate	0.44%
Housing Unit Summary	
2000 Housing Units	33,380
Owner Occupied Housing Units	52.8%
Renter Occupied Housing Units	40.4%
Vacant Housing Units	6.8%
2010 Housing Units	35,056
Owner Occupied Housing Units	51.6%
Renter Occupied Housing Units	43.4%
Vacant Housing Units	5.0%
2020 Housing Units	37,192
Owner Occupied Housing Units	50.5%
Renter Occupied Housing Units	44.6%
Vacant Housing Units	4.9%
2023 Housing Units	38,114
Owner Occupied Housing Units	54.4%
Renter Occupied Housing Units	40.9%
Vacant Housing Units	4.7%
2028 Housing Units	38,715
Owner Occupied Housing Units	55.9%
Renter Occupied Housing Units	39.7%
Vacant Housing Units	4.4%
<p>Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.</p>	
geography.	

 Market Profile	
Terrace Heights	Prepared by Esri
Area: 8.3 square miles	
Population Summary	
2010 Total Population	6,850
2020 Total Population	8,821
2020 Group Quarters	172
2023 Total Population	8,735
2023 Group Quarters	175
2028 Total Population	8,753
2023-2028 Annual Rate	0.04%
2023 Total Daytime Population	6,895
Workers	2,578
Residents	4,317
Household Summary	
2010 Households	2,777
2010 Average Household Size	2.46
2020 Total Households	3,603
2020 Average Household Size	2.40
2023 Households	3,647
2023 Average Household Size	2.35
2028 Households	3,689
2028 Average Household Size	2.33
2023-2028 Annual Rate	0.23%
2010 Families	2,016
2010 Average Family Size	2.84
2023 Families	2,627
2023 Average Family Size	2.72
2028 Families	2,663
2028 Average Family Size	2.68
2023-2028 Annual Rate	0.27%
Housing Unit Summary	
2000 Housing Units	2,597
Owner Occupied Housing Units	78.1%
Renter Occupied Housing Units	18.9%
Vacant Housing Units	3.0%
2010 Housing Units	2,884
Owner Occupied Housing Units	75.7%
Renter Occupied Housing Units	20.5%
Vacant Housing Units	3.7%
2020 Housing Units	3,738
Owner Occupied Housing Units	64.0%
Renter Occupied Housing Units	32.3%
Vacant Housing Units	3.7%
2023 Housing Units	3,777
Owner Occupied Housing Units	71.1%
Renter Occupied Housing Units	25.5%
Vacant Housing Units	3.4%
2028 Housing Units	3,807
Owner Occupied Housing Units	72.8%
Renter Occupied Housing Units	24.1%
Vacant Housing Units	3.1%
<p>Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.</p>	
geography.	

 Market Profile	
South Airport to Ahtanum Road Area: 1.1 square miles	
Prepared by Esri	
Population Summary	
2010 Total Population	799
2020 Total Population	928
2020 Group Quarters	5
2023 Total Population	945
2023 Group Quarters	3
2028 Total Population	961
2023-2028 Annual Rate	0.34%
2023 Total Daytime Population	613
Workers	162
Residents	451
Household Summary	
2010 Households	302
2010 Average Household Size	2.64
2020 Total Households	344
2020 Average Household Size	2.68
2023 Households	350
2023 Average Household Size	2.69
2028 Households	360
2028 Average Household Size	2.66
2023-2028 Annual Rate	0.57%
2010 Families	233
2010 Average Family Size	2.92
2023 Families	268
2023 Average Family Size	2.99
2028 Families	276
2028 Average Family Size	2.95
2023-2028 Annual Rate	0.59%
Housing Unit Summary	
2000 Housing Units	267
Owner Occupied Housing Units	82.8%
Renter Occupied Housing Units	12.7%
Vacant Housing Units	4.5%
2010 Housing Units	314
Owner Occupied Housing Units	80.6%
Renter Occupied Housing Units	15.6%
Vacant Housing Units	3.8%
2020 Housing Units	350
Owner Occupied Housing Units	83.7%
Renter Occupied Housing Units	14.6%
Vacant Housing Units	2.0%
2023 Housing Units	356
Owner Occupied Housing Units	81.5%
Renter Occupied Housing Units	16.9%
Vacant Housing Units	1.7%
2028 Housing Units	363
Owner Occupied Housing Units	83.5%
Renter Occupied Housing Units	15.7%
Vacant Housing Units	0.8%
<p>Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.</p>	
geography.	

 Market Profile	
Bachelor Creek, Spring Creek to Wiley City	
Area: 1.83 square miles	
Prepared by Esri	
Population Summary	
2010 Total Population	1,162
2020 Total Population	1,388
2020 Group Quarters	13
2023 Total Population	1,429
2023 Group Quarters	7
2028 Total Population	1,471
2023-2028 Annual Rate	0.58%
2023 Total Daytime Population	1,085
Workers	273
Residents	812
Household Summary	
2010 Households	450
2010 Average Household Size	2.57
2020 Total Households	526
2020 Average Household Size	2.61
2023 Households	541
2023 Average Household Size	2.63
2028 Households	563
2028 Average Household Size	2.60
2023-2028 Annual Rate	0.80%
2010 Families	345
2010 Average Family Size	2.88
2023 Families	412
2023 Average Family Size	2.96
2028 Families	429
2028 Average Family Size	2.92
2023-2028 Annual Rate	0.81%
Housing Unit Summary	
2000 Housing Units	393
Owner Occupied Housing Units	80.4%
Renter Occupied Housing Units	17.0%
Vacant Housing Units	2.5%
2010 Housing Units	467
Owner Occupied Housing Units	79.9%
Renter Occupied Housing Units	16.5%
Vacant Housing Units	3.6%
2020 Housing Units	553
Owner Occupied Housing Units	79.4%
Renter Occupied Housing Units	15.7%
Vacant Housing Units	5.2%
2023 Housing Units	572
Owner Occupied Housing Units	70.3%
Renter Occupied Housing Units	24.3%
Vacant Housing Units	5.4%
2028 Housing Units	590
Owner Occupied Housing Units	72.5%
Renter Occupied Housing Units	22.9%
Vacant Housing Units	4.6%
<p>Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.</p>	
geography.	

 Market Profile	
West Valley to Dazet and Estes Roads Area: 3.43 square miles	
Prepared by Esri	
Population Summary	
2010 Total Population	1,131
2020 Total Population	1,389
2020 Group Quarters	10
2023 Total Population	1,352
2023 Group Quarters	5
2028 Total Population	1,353
2023-2028 Annual Rate	0.01%
2023 Total Daytime Population	1,661
Workers	884
Residents	777
Household Summary	
2010 Households	386
2010 Average Household Size	2.92
2020 Total Households	472
2020 Average Household Size	2.92
2023 Households	477
2023 Average Household Size	2.82
2028 Households	482
2028 Average Household Size	2.80
2023-2028 Annual Rate	0.21%
2010 Families	301
2010 Average Family Size	3.29
2023 Families	370
2023 Average Family Size	3.18
2028 Families	375
2028 Average Family Size	3.14
2023-2028 Annual Rate	0.27%
Housing Unit Summary	
2000 Housing Units	215
Owner Occupied Housing Units	83.3%
Renter Occupied Housing Units	10.7%
Vacant Housing Units	6.0%
2010 Housing Units	411
Owner Occupied Housing Units	76.9%
Renter Occupied Housing Units	17.0%
Vacant Housing Units	6.1%
2020 Housing Units	496
Owner Occupied Housing Units	77.6%
Renter Occupied Housing Units	17.5%
Vacant Housing Units	3.0%
2023 Housing Units	499
Owner Occupied Housing Units	75.2%
Renter Occupied Housing Units	20.4%
Vacant Housing Units	4.4%
2028 Housing Units	502
Owner Occupied Housing Units	77.1%
Renter Occupied Housing Units	18.9%
Vacant Housing Units	4.0%
<p>Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.</p>	
geography.	

 Market Profile	
Northwest Scenic Road to Cowiche Creek	
Area: 1.83 square miles	
Prepared by Esri	
Population Summary	
2010 Total Population	717
2020 Total Population	802
2020 Group Quarters	0
2023 Total Population	809
2023 Group Quarters	0
2028 Total Population	937
2023-2028 Annual Rate	2.98%
2023 Total Daytime Population	569
Workers	82
Residents	487
Household Summary	
2010 Households	289
2010 Average Household Size	2.48
2020 Total Households	310
2020 Average Household Size	2.59
2023 Households	309
2023 Average Household Size	2.62
2028 Households	365
2028 Average Household Size	2.57
2023-2028 Annual Rate	3.39%
2010 Families	216
2010 Average Family Size	2.84
2023 Families	229
2023 Average Family Size	3.01
2028 Families	271
2028 Average Family Size	2.94
2023-2028 Annual Rate	3.43%
Housing Unit Summary	
2000 Housing Units	240
Owner Occupied Housing Units	85.0%
Renter Occupied Housing Units	13.8%
Vacant Housing Units	1.2%
2010 Housing Units	301
Owner Occupied Housing Units	79.1%
Renter Occupied Housing Units	16.9%
Vacant Housing Units	4.0%
2020 Housing Units	321
Owner Occupied Housing Units	79.4%
Renter Occupied Housing Units	17.1%
Vacant Housing Units	4.7%
2023 Housing Units	321
Owner Occupied Housing Units	88.5%
Renter Occupied Housing Units	7.8%
Vacant Housing Units	3.7%
2028 Housing Units	375
Owner Occupied Housing Units	76.8%
Renter Occupied Housing Units	20.5%
Vacant Housing Units	2.7%
<p>Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.</p>	
geography.	

Businesses by NAICS CODE	City Limits		Area 1 -Terrace Heights		Area 2 -South Airport to Ahtanum Road		Area 3 -Bachelor Creek, Spring Creek to Wiley City		Area 4 -West Valley to Dazet and Estes Roads		Area 5 -Northwest Scenic Road to Cowiche Creek	
	Firms	Employees	Firms	Employees	Firms	Employees	Firms	Employees	Firms	Employees	Firms	Employees
Agriculture, Forestry, Fishing & Hunting	18	934	2	12	0	0	0	1	1	4	1	2
Mining	0	0	0	0	0	0	0	0	0	0	0	0
Utilities	4	87	0	1	0	0	0	0	0	0	0	0
Construction	169	1,159	17	250	1	4	4	10	4	14	1	4
Manufacturing	127	3,139	6	162	1	85	1	5	1	3	1	5
Wholesale Trade	152	2,856	10	97	1	5	1	64	3	87	0	1
Retail Trade	473	6,729	22	755	1	10	1	29	4	69	3	109
Transportation & Warehousing	77	1,055	4	203	1	11	0	1	1	1	0	1
Information	82	766	7	240	0	0	0	0	0	1	1	1
Finance & Insurance	193	1,226	9	32	0	0	0	0	0	0	1	5
Real Estate, Rental & Leasing	168	823	9	28	1	3	0	0	2	3	1	2
Professional, Scientific & Tech Services	289	2,152	10	158	1	7	1	2	3	8	2	8
Management of Companies & Enterprises	1	3	0	0	0	0	0	0	0	0	0	0
Administrative, Support & Waste Management Services	97	891	7	62	0	2	1	2	2	5	1	2
Educational Services	91	3,571	5	126	0	12	1	94	4	211	0	0
Health Care & Social Assistance	425	9,761	7	116	0	4	0	1	1	8	1	6
Arts, Entertainment & Recreation	56	1,470	5	27	0	0	0	8	0	2	0	0
Accommodation & Food Services	275	4,057	8	87	0	1	1	37	3	28	2	17
Other Services (except Public Administration)	440	2,715	33	153	1	2	2	5	5	14	3	14
Public Administration	137	3,248	6	126	0	4	1	17	1	38	0	0
Unclassified Establishments	138	289	8	6	0	0	1	5	1	2	1	0
Total	3,412	46,931	173	2,642	9	151	16	282	38	497	18	177

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Office of the City Attorney
City of Yakima

MEMORANDUM

July 17, 2024

TO: Mayor Patricia Byers
Yakima City Councilmembers
Dave Zabell, Interim City Manager

FROM: Sara Watkins, City Attorney

SUBJECT: Election Method for Annexation

As discussed at a previous council meeting, one of the methods available to the City to annex property is the election method. There are two election method options: starting the election method by council resolution; or starting the election method by petition.

1. Election Method Initiated by Resolution

One option under the election method of annexation is to start the process by a resolution. The City Council would determine, by resolution, that it is in the best interests of the city to annex unincorporated lands contiguous to the city. The resolution would contain the information necessary for the election, including, but not limited to, the land proposed to be annexed, the number of voters in that area, and a request to call for those voters to vote on the question of annexation. The City pays for the election. RCW 35.13.015. The resolution would be filed with the county and provided to the boundary review board. After review, the matter would then be placed on the ballot and the voters in the proposed area to be annexed would decide if they want to be annexed into the city.

2. Election Method Initiated by Petition

An alternative to the city council adopting a resolution is for the people in an area to propose an annexation by petition. If at least 20% of the qualified voters in an area contiguous to the city sign a petition seeking annexation of the area, the city council is required to adopt a resolution either approving or rejecting the proposed annexation. If the city council approves the petition,

the proposal for annexation is submitted to the voters of the area to be annexed. The City pays for the election. RCW 35.13.020.

Once the City Council has approved the petition, the petition must be filed with the board of county commissioners and notice must be provided to the boundary review board. RCW 35.13.030. The county commissioners will then schedule and hold a public hearing on the petition. If the petition complies with law and has been approved by the boundary review board, the county commissioners grant the petition. RCW 35.13.040. The auditor then certifies the petition as being sufficient and an election date is chosen. RCW 35.13.060. The voters in the proposed area to be annexed would decide if they want to be annexed by the city.

As part of either process (resolution or petition), the voters will likely also vote on whether to incur the indebtedness of the City and be taxed at the same rate as those already living within the City. This is a separate matter on the ballot.

3. The Vote

If the only matter on the ballot is the annexation, it takes a majority of votes cast to be in favor for the annexation to be approved. RCW 35.13.090(1).

If the approval of incurring indebtedness is on the ballot, a 3/5^{ths} majority of voters must approve, and there have to be at least 40% of the registered voters of the area proposed to be annexed voting in the election. RCW 35.13.090(2).

If the issue of annexation and incurring indebtedness are combined, which is allowed under RCW 35.13.095, the higher threshold of 3/5ths must vote in favor, and there have to be at least 40% of the registered voters of the area voting in the election. If, however, the combined annexation and indebtedness question receives only a majority vote, the city may adopt a resolution accepting the annexation without the assumption of indebtedness. RCW 35.13.095.

Attached is the section of the Annexation Handbook from MRSC which outlines with more specificity the process for the election methods of annexation.

Methods of Annexation in First and Second Class Cities and Towns

Of the methods of annexation available to first and second class cities and towns, the 60 percent petition method is, by far, the most frequently used. Cities have found the election method to be extremely cumbersome. Because of this and the expense of conducting an election, annexation elections are infrequent. Statutes authorizing summary annexations for municipal purposes are much more straightforward, but may be utilized only when a legitimate municipal reason for annexation can be shown, such as the use of the annexed land for a city park or water tower. Finally, the statutes authorizing the annexation of federal areas are of very limited application. The statutes relating to each of the methods of annexation are summarized in detail in this chapter.

Note that, in counties subject to the Growth Management Act, annexation may only occur with an urban growth area ([RCW 35.13.005](#)).

The various methods by which first and second class cities and towns may annex territory are the following:

- [Election Method, Initiated by 20 Percent Petition](#)
- [Election Method, Initiated by Resolution](#)
- [The Sixty Percent Petition Annexation Method](#)
- [Alternative Petition Annexation Method](#)
- [Annexation for Municipal Purposes](#)
- [Annexation of Federally-Owned Areas](#)
- [Annexation of Unincorporated Islands](#)
- [Alternative Unincorporated Island-Interlocal Method of Annexation](#)
- [Interlocal Agreement Annexation of Area Served by Fire District\(s\)](#)
- [City Boundary Line Adjustments](#)

ELECTION METHOD, INITIATED BY 20 PERCENT PETITION

The annexation of contiguous, unincorporated territory may be initiated by a petition signed by 20 percent of the number of voters living in the area to be annexed who voted in the last election.



If a county road separates a city from territory it proposes to annex, the road must also be annexed or the territory will not be contiguous. Noncontiguous property cannot be legally annexed, except when it is annexed for municipal purposes, as discussed later in this chapter.

Contents of Petition – Mandatory (RCW 35.13.030)

The petition must:

- Comply with the technical rules for petitions in [RCW 35.21.005](#)
- Describe in detail the boundaries of the area proposed to be annexed
- State the number of voters in that area as nearly as possible
- State any provisions as to the assumption of debt by the owners of property of the area proposed to be annexed, and as to the simultaneous adoption of a comprehensive plan for the area to be annexed
- Petition for the calling of an annexation election among the qualified voters in the area to be annexed

Contents of Petition – Optional (RCW 35.13.020, 35.13.030)

The petition *may* also provide for the simultaneous creation of a community municipal corporation and for the election of community council members pursuant to [RCW 35.14.010 - 060](#). If the petition does so provide, it must also describe the boundaries of the proposed service area, state the number of voters residing in that area as nearly as possible, and ask for the election of community council members by the qualified voters residing in the service area.

Signing of the Petition (RCW 35.13.020)

The petition must be signed by qualified voters residing in the area proposed for annexation equal in number to 20 percent of the votes cast in the last election.

Certification of Petition by Prosecuting Attorney (RCW 35.13.020)

[RCW 35.13.020](#) states that the petition must first be submitted to the county prosecuting attorney for certification, “as set forth in RCW 35.13.025.” However, the Legislature repealed RCW 35.13.025 in 1989, so there is no process set out by which the county prosecuting attorney is to certify the petition. Because [RCW 35.21.005](#), enacted by the 1996 Legislature, applies “wherever in this title [Title 35 RCW] petitions are required to be signed and filed.”



Practice Tip: MRSC suggests that [RCW 35.13.020](#) provisions be followed with respect to the petition and that the petitioners file the petition directly with the city.

Filing of Petition with City and Determination of Sufficiency of Petition

Within three working days of the filing of the petition with the city, the petition must be transmitted to the county auditor for a determination of sufficiency ([RCW 35.21.005](#)). The officer whose duty it is to determine petition sufficiency – the county auditor in the case of petitions signed by voters – must file with the city officer who received the petition a certificate stating the date on which the determination was begun. This date, called the “terminal date,” is the cut-off point for adding signatures to or withdrawing them from the petition. *Id.*

Approval by City Council

- **Prior Approval Required** ([RCW 35.13.020](#), [35.13.040](#)). Once the petition has been certified by the prosecuting attorney, it is to be filed with the city council. The council must either approve or reject the proposed annexation by resolution within 60 days of the date it was filed, and, also within this 60-day period, notify the petitioners of its action either by mail or by publishing notice once each week for at least two weeks in a newspaper of general circulation in the area proposed to be annexed. City council approval is required for any annexation. A formal public hearing is optional (*Meek v. Thurston County*, 60 Wn.2d 461 (1962)).
- **Additional Conditions to Annexation** ([RCW 35.13.020](#)). The city council, in approving the proposed annexation, may also require that any or all of the following provisions be submitted to the voters in the territory to be annexed:
 - Whether property in the area proposed for annexation will be assessed and taxed at the same rate and on the same basis as is property in the annexing city and will be required to assume all or any portion of existing city indebtedness.
 - Whether the city will require the simultaneous adoption of a comprehensive plan for the annexation area, if one has been completed and filed as provided in [RCW 35.13.177](#) and [35.13.178](#).

Petition Filed with County Governing Body; Notice to Review Board and, Where Applicable, to Fire District and Library District ([RCW 35.13.020](#), [35.13.030](#), [35.13.040](#), and [35.13.270](#))

After city council approval, the petition is to be filed in the office of the county governing body. Notice of the proposed annexation must be given to the boundary review board, if one has been established in the county ([RCW 36.93.090](#)). Otherwise, the ad hoc annexation review board is to be convened by the mayor within 30 days after the filing of the petition with the county ([RCW 35.13.171](#)).

Cities in counties that have a boundary review board and that propose to annex territory of a fire district and/or library district must provide notice to such district(s) of the proposed annexation simultaneously when notice of the proposed annexation is provided to the boundary review board ([RCW 35.13.270](#)).

Review Board Review

- **Boundary Review Board** ([RCW 36.93.100](#)). If a boundary review board has been established within the county, the board may assume jurisdiction over the annexation if, within 45 days of filing the notice of intention, a request for review is made by:
 - The city to which the annexation is proposed, the county within which the annexation is proposed, or any other affected governmental unit; or
 - Petition of registered voters or property owners.

If jurisdiction is not invoked within 45 days, the proposed annexation is deemed approved.

The board must act within 120 days of the review request, unless the board and the annexation initiators agree to an extension. If no decision is made within 120 days and no extension is granted, the proposal is deemed approved (see [The Statutory Boundary Review Board](#)). Review board approval is necessary for a proposed election method annexation to proceed to an election.

- **Ad Hoc Annexation Review Board.** The mayor is to convene the ad hoc annexation review board within 30 days of the filing with the county legislative body of a resolution for an annexation election by the city council under [RCW 35.13.015](#) (see [The Ad Hoc Annexation Review Board](#), for the process for board review of the proposed annexation). Review board approval is necessary for a proposed election method annexation to proceed to an election.

County Governing Body – Hearing on Petition

- **Date** ([RCW 35.13.040](#)). Upon the filing of the review board approval, the county governing body at its next meeting is to set a date for the hearing on the petition. The hearing must be held not less than two weeks nor more than four weeks from the date of the meeting.
- **Notice** ([RCW 35.13.040](#)). The petitioners must give notice of the hearing by publication once each week at least two weeks prior to the hearing in a newspaper of general circulation in the area proposed to be annexed.
- **Hearing and Determination** ([RCW 35.13.040](#)). The county governing body is to conduct the hearing on the date scheduled. If the petition complies with legal requirements and has been approved by the review board, the county governing body must grant the petition. (*Meek v. Thurston County*, 60 Wn.2d 461, 467 (1962); Accord, [AGO 1957 No. 19](#).)

Limitation on Consideration of Conflicting Petitions or Resolutions ([RCW 35.13.050](#))

After the filing of a petition for an annexation election with the county governing body, and pending its final disposition, that body may not consider any other petition or resolution involving any of the territory addressed by the filed petition. However, the petition may be withdrawn or another petition may be substituted for it by a majority of the signers of the petition.

Effect of Competing City Incorporation Proposal ([RCW 35.02.155](#))

- **Annexation Resolution Adopted Within 90 Days of Filing of Incorporation Petition with County.** In this circumstance, when the city incorporation petition and the annexation resolution include any of the same territory, the annexation will still go to a vote and the city can annex the territory involved, which would then be removed from the incorporation proposal.
- **Annexation Resolution Adopted More than 90 Days after Filing of Incorporation Petition with County.** In this circumstance, again where the two proposals contain some of the same territory, the annexation effort may not proceed to an election and be approved by the voters unless the boundary review board modifies the proposed incorporation to remove the territory that is proposed for annexation, the boundary review board rejects the incorporation and the proposal is for a city of less than 7500 population, or the voters reject the proposed incorporation. In counties where there is no boundary review board, the incorporation proposal, if legally sufficient, will go to the voters, who must reject it before the annexation can proceed.

Election on Annexation

- **Date of Election** ([RCW 35.13.060](#), [29A.04.330](#)). If the petition is granted and is certified as sufficient, [RCW 35.13.060](#) requires that the city council indicate its preference to the county auditor for an election date on the annexation. The date must be one of the special election dates in [RCW 29A.04.330](#) and must be held 60 or more days after the date the city's preference is indicated.

[RCW 29A.04.330](#) provides for special elections to be held on:

- The second Tuesday in February;
- The fourth Tuesday in April;
- The day of the primary election; or
- The first Tuesday after the first Monday in November.

The county auditor must call the special election on the date indicated by the city council.

- **Cost of Election** ([RCW 35.13.020](#)). The city to which annexation is proposed must bear the cost of the election.
- **Residency Requirements for Voting** ([RCW 35.13.070](#)). The statute provides that only registered voters who have resided in the area proposed to be annexed for 90 days immediately preceding the election may vote in the election. (It is probable that this 90-day durational residency requirement for voting in an annexation election, if challenged, would be held to violate the state and federal constitutions. See article 6, section 1 of the state constitution and *Moen v. Erlandson*, 80 Wn.2d 755, 757 (1972). The code city statute that imposed the same 90-day residency requirement was repealed by the 1994 legislature. Presumably, it was only through inadvertence that the same legislature did not also repeal [RCW 35.13.070](#).)
- **Voters' Pamphlet** ([RCW 29A.32.210 - 280](#)). A first class city may, at least 90 days before any primary or general election or at least 40 days before any special election, adopt an ordinance authorizing the publication and distribution of a local voters' pamphlet to provide information on ballot measures, such as an annexation election ([RCW 29A.32.210](#)). At least 45 days before the publication of the pamphlet, the city must, for each ballot measure, formally appoint a committee to prepare arguments in favor of the measure and a committee to prepare arguments against the measure ([RCW 29A.32.280](#)). See [RCW 29A.32.210 - .280](#) for the rules regarding voter pamphlets.

A city planning to authorize publication of a voters' pamphlet should consult with the county auditor or elections office regarding preparation of the pamphlet.

- **Notice of Annexation Election** ([RCW 35.13.080](#), [29A.52.355](#)). Notice must be posted for at least two weeks prior to the election date in four public places within the area proposed to be annexed, and the notice must be published in compliance with the requirements in [RCW 29A.52.355](#).
 - Describe the boundaries of the area proposed to be annexed;
 - If the petition provides for the simultaneous creation of a community municipal corporation, describe the boundaries of the proposed service area, and inform voters that they will be asked to cast ballots for candidates for positions on the council;
 - State the purpose of the election as stated in the petition or resolution; and
 - Contain the following ballot language:

For annexation _

Against annexation _

or

For annexation and adoption of comprehensive plan _

Against annexation and adoption of comprehensive plan _

or

For creation of a community municipal corporation _

Against creation of a community municipal corporation _

or

For annexation and creation of community municipal corporation _

Against annexation and creation of community municipal corporation _

- If the creation of a community municipal corporation is included in the resolution or petition, the ballot language in the notice must provide for the casting of ballots for candidates for positions on the community council.
- If the assumption of indebtedness provision is included in the petition, this proposition must be voted upon as a separate item, and the notice of election must indicate the format:

For assumption of indebtedness _

Against assumption of indebtedness _

- **Minimum Vote Required for Approval of Annexation** ([RCW 35.13.090](#), [35.13.095](#)):

- The propositions for or against annexation, or for or against adoption of the comprehensive plan, or for or against creation of a community municipal corporation (or any combination of these, as the case may be) may be approved by a majority of the votes cast on the proposition.
- A proposition for or against the assumption of all or any portion of indebtedness may be approved by at least 60 percent of those voting in the area proposed for annexation, if the number of persons voting is at least 40 percent of the total number of votes cast in the area at the last preceding general election.
- The propositions to annex and to assume indebtedness may be combined on the same ballot. If the measures are combined, the annexation and the assumption of indebtedness will be approved only if at least 60 percent of the voters vote in favor and the number of persons voting is at least 40 percent of the total number of votes cast in the area at the last preceding general election. However, the city council may adopt a resolution accepting the annexation, without the assumption of debt, where the combined ballot proposition is approved by a simple majority of the voters voting.

Duty of County Auditor ([RCW 35.13.090](#))

If any of the propositions are approved by the electors, the county auditor is required after completion of the canvassing of the returns to transmit to the county legislative authority and to the city clerk the following:

- A certificate of the election results, and
- A certified abstract of the vote, showing:
 - The number who voted at the election,
 - The number of votes cast for and against each proposition submitted to the voters,

- A statement of the number of votes cast in the territory at the last preceding general election.

If a proposition for the creation of a community municipal corporation was submitted and approved, the abstract must include the number of votes cast for the candidates for community council positions. (Certificates of election are to be issued to the successful candidates. They are to assume office within 10 days after the election.)

Duty of City or Town upon Receipt of Abstract of Vote ([RCW 35.13.100](#))

The city council must then adopt ordinances providing for annexation and adoption of the comprehensive plan, and/or the creation of a community municipal corporation, as is appropriate. If the voters approved an assumption of debt, the ordinance should also provide for that. If the debt assumption proposition did not receive the necessary vote, then the council must decide whether to enact an annexation ordinance without that assumption of debt, or to decline to annex the territory.

Effective Date of Annexation ([RCW 35.13.110](#))

The annexation is effective on the date fixed in the annexation ordinance. The relevant statute, [RCW 35.13.110](#), does not specify any date by which the annexation must be made effective.



Practice Tip: Note, however, that there are important timing issues as to when an annexation occurs with respect to when the city's property tax levy can be effective in the newly annexed area and with respect to receipt of state-shared revenues, sales tax, and, if applicable, sales tax equalization payments (see [Financial Impacts](#)).

Notice of Annexation

- **Notice to State** (OFM Certification) ([RCW 35.13.260](#)). The city must submit an annexation certificate and additional supporting documents to the state Office of Financial Management (OFM) within 30 days of the effective date of annexation specified in the annexation ordinance. See OFM's webpages on [Certification of Annexations: Procedures](#) and [Annexation and municipal boundary changes](#).

OFM files the approved annexation certificates on a quarterly basis. Filing dates are the last working days of November, February, May, and August. Annexations are not approved and filed until all of OFM's requirements are met. Revenues may be lost as a result of problems in the certification process, because revenue distributions are not backdated.

- **Notice to County, Light and Power and Gas Distribution Businesses, and, Where Applicable, to Fire Protection and Library Districts** ([RCW 84.09.030](#), [35.13.270](#), [35.13.150](#)). *At least 60 days before the effective date of the annexation*, the city is required by [RCW 35.13.270](#) to provide to the county treasurer and assessor and to light and power and gas distribution businesses, by certified mail or electronic means, notice of the annexation that includes a list of annexed parcel numbers and street addresses.

If the city annexes territory within a fire district and/or library district (and the city has not been annexed to such districts), it is required to provide the same notice to such district or districts. The county treasurer is required to remit to the city only those road taxes and, where applicable, fire district and library district property taxes collected 60 days or more after receipt of the notice. Light and power businesses and gas distribution businesses are only required to remit to the city those utility taxes collected 60 days or more after receipt of the notice.

[RCW 35.13.150](#) requires that a certified copy of the annexation ordinance be filed with the county governing body. It is advisable to also file a notice of annexation (including the official boundaries and a map) with other county departments that have requested notice. (In some counties, the county governing body will notify other county departments upon receipt of three copies of an annexation notice.)

Cities in counties that do not have a boundary review board and that annex territory of a fire district or library district must provide notice to such district(s) of the city’s “resolution” approving the annexation. (The statute, [RCW 35.13.270](#), uses the term “resolution,” but city action approving an annexation is in the form of an ordinance, so the notice should be of the ordinance approving the annexation.) The notice must be by certified mail within seven days of the resolution (i.e., ordinance) approving the annexation, and it must include a description of the annexed area.

- **Notice to Department of Revenue.** Sales tax changes may take effect only on January 1, April 1, or July 1. The term “sales tax changes,” for purposes of this legislation, includes changes resulting from annexation ([RCW 82.14.055\(4\)](#)). Local governments must provide notice to the Department of Revenue (DOR) *at least 75 days before* the change takes place. [RCW 82.14.055](#) does not specify what the “notice” to DOR must consist of, but a copy of the annexation ordinance would likely be necessary. DOR suggests e-mail notification followed-up by a mailed paper copy.
- **Notice to City Departments.** Although any annexation will impact some city departments more than others, all should be advised of the annexation using the communication procedure that has proven most effective for the city.

ELECTION METHOD, INITIATED BY RESOLUTION

The annexation of contiguous, unincorporated territory may also be initiated by city council resolution. With the exception of the first few steps, the procedure is identical to that for the election method of annexation initiated by the 20 percent petition.

Contents of Resolution (RCW 35.13.015)

The city council may initiate an election on an annexation proposal by enacting a resolution that:

- Provides that the council has determined that the best interests and general welfare of the city would be served by the annexation;
- Describes the boundaries of the area to be annexed;
- States the number of voters in the area as nearly as possible;
- Petitions for an election on the annexation question among the qualified voters in the area; and
- States that the city will pay the cost of the annexation election.

A formal public hearing by the city council is optional.

Contents of Resolution – Optional Provisions (RCW 35.13.015)

The council must also decide whether any of the following optional provisions will be included in the resolution, to be effective if the annexation is approved by the voters:

- That all property within the area annexed shall, upon annexation, be assessed and taxed at the same rate and on the same basis as the property of the annexing city to pay for all or any portion of the then outstanding indebtedness of the annexing city that was approved by the voters, contracted, or incurred prior to or existing at the date of annexation.
- If the city council has completed and filed a proposed comprehensive plan for the area proposed to be annexed pursuant to [RCW 35.13.177 - 178](#), the resolution may provide that the plan will be simultaneously adopted at the time of annexation.
- A community municipal corporation may also be simultaneously created upon annexation, if the resolution calls for its creation and the election of community councilmembers as provided in [RCW 35.14.010 - .060](#) (see *Community Municipal Corporations*). This proposition may be submitted as part of the annexation proposition, or separately.

Filing of Resolution with County Governing Body and Review Board (RCW 35.13.015)

A certified copy of the resolution is to be filed with the county governing body of the county in which the territory is located. Notice of the proposed annexation must be given to the boundary review board if one has been established in the county. Otherwise, the ad hoc annexation review board is to be convened by the mayor ([RCW 35.13.171](#)).

The county governing body is not required to conduct a public hearing prior to the election ([AGO 1962 No. 90](#)).

Review Board Review

See *Review Board Review* section in [Election Method, Initiated by 20 Percent Petition](#).

Limitation on Consideration of Conflicting Petitions or Resolutions ([RCW 35.13.050](#))

After the filing of an annexation resolution with the county and pending its final disposition, no other annexation petition or resolution or incorporation petition that includes any of the same territory included in the council resolution may be acted upon by any public official or body. However, the resolution may be withdrawn or another resolution may be substituted for it by a majority of the city council.

Effect of Competing City Incorporation Proposal ([RCW 35.02.155](#))

- **Annexation Resolution Adopted Within 90 Days of Filing of Incorporation Petition with County.** In this circumstance, when a city incorporation petition and the annexation resolution include any of the same territory, the annexation will still go to a vote and the city can annex the territory involved, which would then be removed from the incorporation proposal.
- **Annexation Resolution Adopted More than 90 Days after Filing of Incorporation Petition with County.** In this circumstance, again where the two proposals contain some of the same territory, the annexation effort may not proceed to an election and be approved by the voters unless the boundary review board modifies the proposed incorporation to remove the territory that is proposed for annexation, the boundary review board rejects the incorporation and the proposal is for a city of less than 7500 population, or the voters reject the proposed incorporation. In counties where there is no boundary review board, the proposal, if legally sufficient, will go to the voters, who must reject it before the annexation can proceed.

Election on Annexation, Notice of Annexation, Etc.

For information on elections, notice, date of annexation, notice of annexation, etc., see the sections [Election on Annexation – Notice of Annexation](#) in *Election Method, Initiated by 20 Percent Petition*.

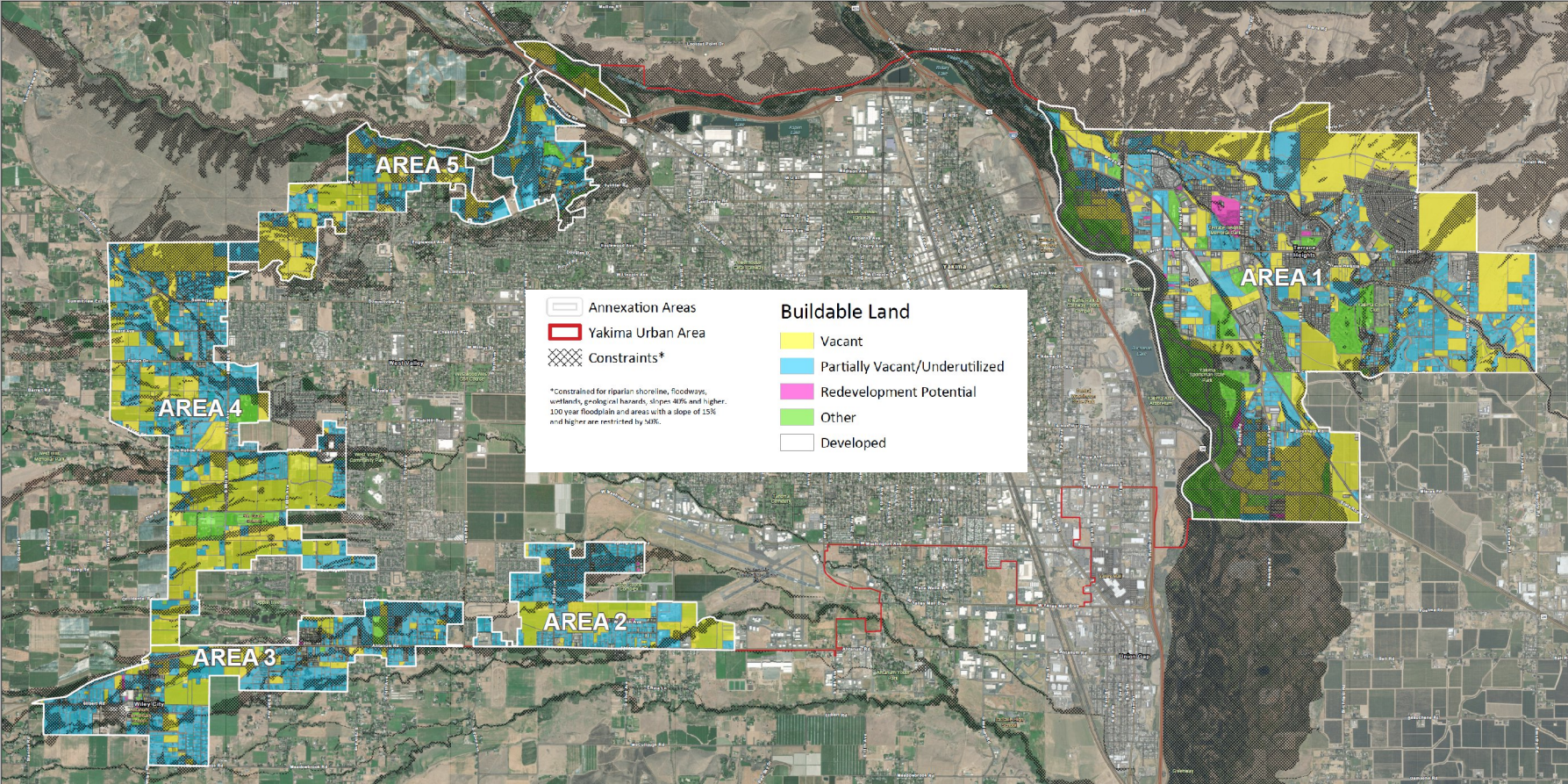
Annexation Study Update

July 23, 2024

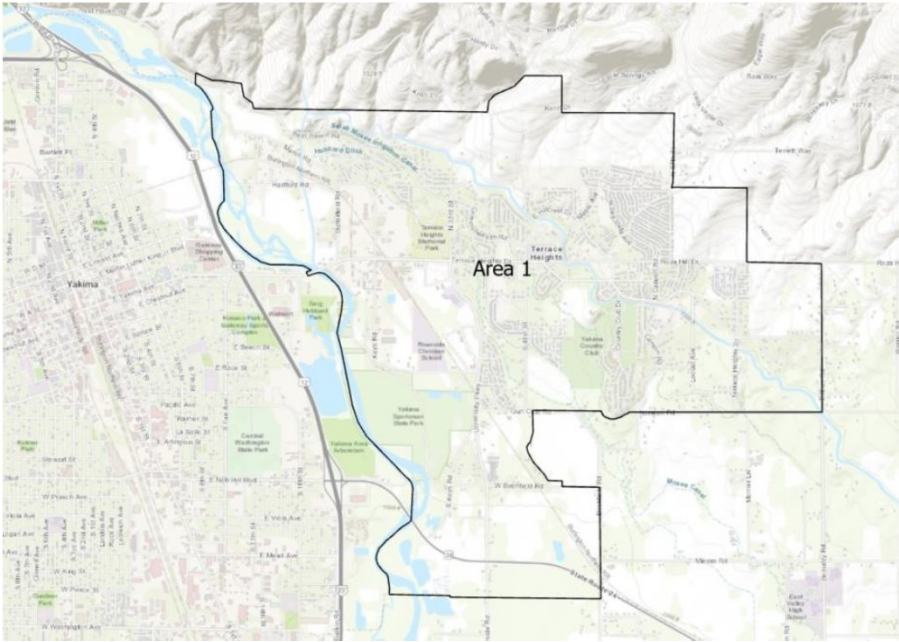
Summary

- FCS Group hired to study potential annexation areas within the City's Urban Growth Area (UGA)
- Five areas were studied
 - Existing conditions
 - Development potential
 - Fiscal impact on the City
- Updated with Sub Area

Study Areas

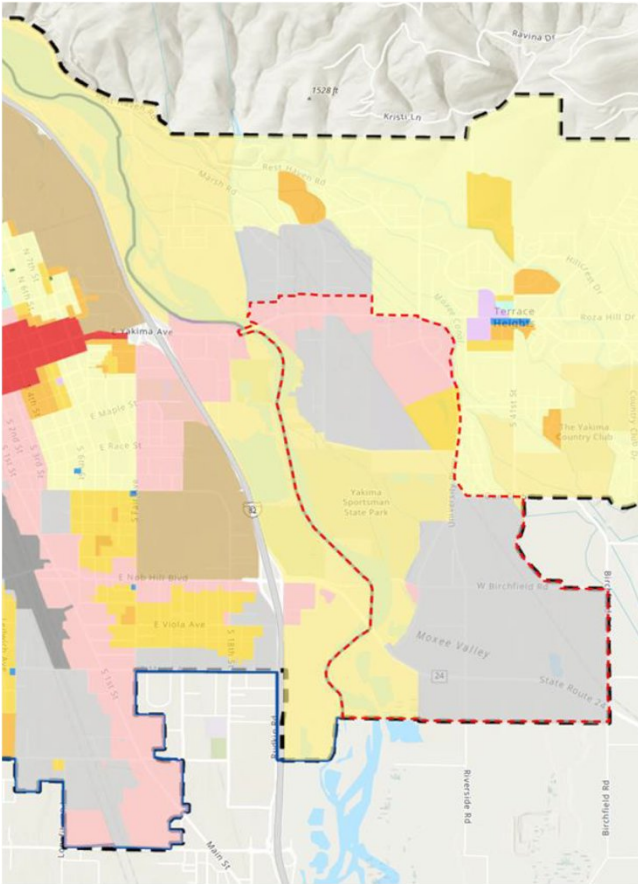


Area 1: Terrace Heights



Existing Conditions	
Jobs	2,642
Population	8,735
Annexation Impact	
Potential New Jobs	2,373
Potential New Dwellings	2,713

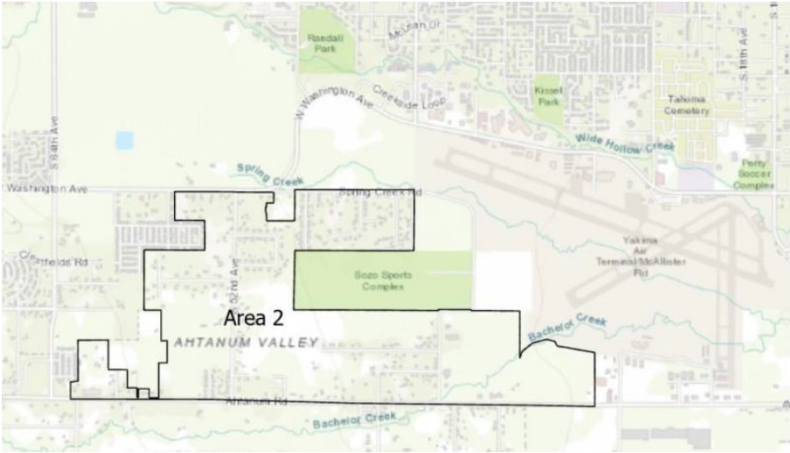
Terrace Heights Sub Area – Part of Area 1



Dwelling Units	Number
Potential New Dwelling Units	53

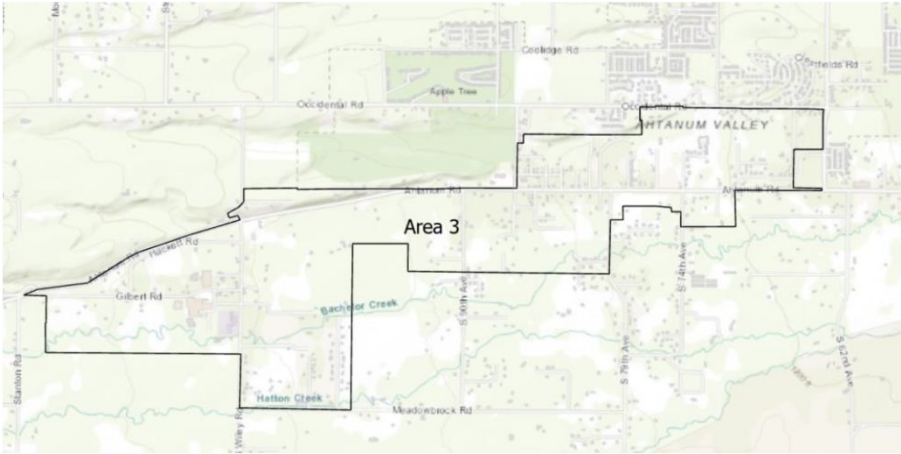
Jobs	Number
Potential New Service	770
Potential New Industrial/ Other	1,299
TOTAL	2,069

Area 2: South Airport



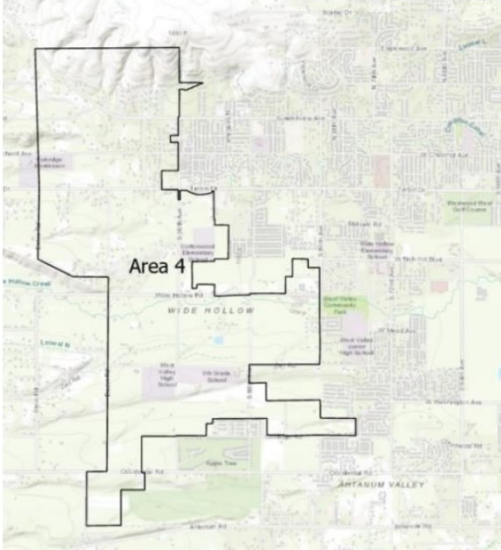
Existing Conditions	
Jobs	151
Population	945
Annexation Impact	
Potential New Jobs	414
Potential New Dwellings	181

Area 3: Bachelor Creek



Existing Conditions	
Jobs	282
Population	1,429
Annexation Impact	
Potential New Jobs	0
Potential New Dwellings	722

Area 4: West Valley



Existing Conditions	
Jobs	497
Population	1,352
Annexation Impact	
Potential New Jobs	739
Potential New Dwellings	2,375

Annexation Process

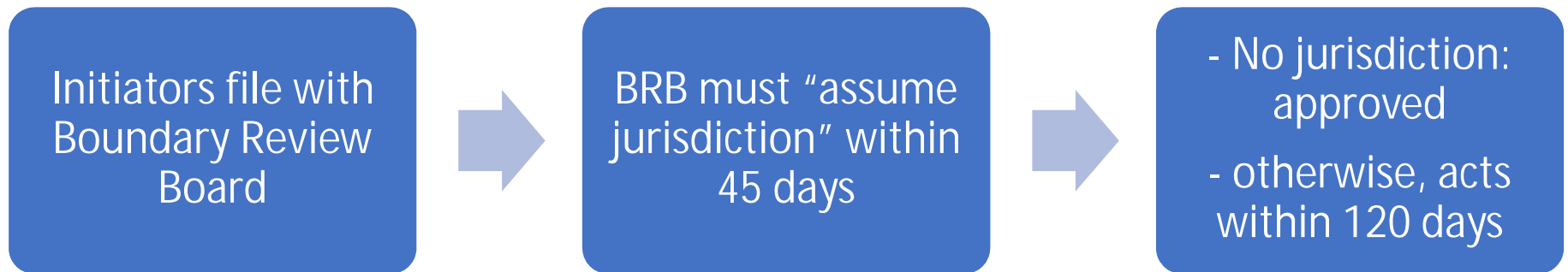
Annexation Petition Options

- Sixty Percent Method (Most Common)
 - Initiation: owners of at least 10% of assessed value
 - Petition: owners of at 60% of assessed value
- Alternative Petition Method
 - Initiation: owners of at least 10% of acreage
 - Petition: a majority of owners of acreage + a majority of registered voters within annexation area
- Election Method (rarely used today)

Annexation Petition Process



Annexation Petition Process



Questions?



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

Item No. 4.B.
For Meeting of: July 23, 2024

ITEM TITLE: Unlawful Camping and General Nuisance Ordinances

SUBMITTED BY: Sara Watkins, City Attorney

SUMMARY EXPLANATION:

Follow up to prior discussion regarding U.S. Supreme Court decision regarding Johnson v. City of Grants Pass.

ITEM BUDGETED:

STRATEGIC PRIORITY:

RECOMMENDATION:

ATTACHMENTS: