OPERATING AGREEMENT

THIS OPERATING AGREEMENT (the “Agreement”) is entered into as of the ___ day of ___, 20___ by and between the YOUNG MEN’ s CHRISTIAN ASSOCIATION OF greater Williamson County, a Texas non-profit corporation, (the “YMCA”) and the City of Leander, a home rule municipal corporation of the State of Texas, (the “City”). The YMCA and the City agree as follows:

RECITALS

WHEREAS, the YMCA is a non-profit organization dedicated to building self-esteem and enriching body, mind, and spirit for persons of all ages and economic levels and addresses community needs through wellness, leadership, and family strengthening activities; and

WHEREAS, City desires to provide its residents a facility for recreation, meeting space and other traditional and progressive activities and health enrichment for general public wellness and fitness; and

WHEREAS, the City requested responses to a Request for Proposal for Community Recreation Center Operational Management and Programming Partnership in March, 2018 and YMCA provided such a Response; and

WHEREAS, the City recognizes the experience and expertise of the YMCA in conducting programs for families at its branches in the surrounding areas and adjoining counties and in providing recreational programs for adults and youth; and

WHEREAS, after review of the Response provided by the YMCA, the Parties mutually desire that a new multipurpose recreation center (“Center”) be constructed and managed by the YMCA to compliment and add to other City facilities to ensure that people of all ages and economic levels are provided with the opportunity to enjoy and have access to a broad range of programs and services that meet the needs of the growing Leander Community, and to do so in the most cost-effective and efficient manner; and

WHEREAS, the City and the YMCA have or agree to enter into a Lease Agreement regarding the lease of a building constructed by the City for recreational purposes;

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Agreement, the City and the YMCA agree as follows:
ARTICLE 1 - PURPOSE

The purpose of this Agreement is to outline the roles and responsibilities of the City and the YMCA with regard to the operation, management, and maintenance of the Center, to ensure that the best interests of the City and the health and welfare of its residents is met and is in accord with the public purpose of applicable federal, state, and local laws and regulations.

ARTICLE 2 – DEFINITIONS

City. City means the City of Leander, a home rule municipal corporation of the State of Texas, a public body, corporate and politic, exercising governmental functions and powers and includes all public officials and employees, contractors, and agents.

Center. The easements and land owned by the City on which a building and any improvements, or amenities are to be built for public use with Bond Funds and that is intended to provide health and fitness programs for the surrounding community and that is a resource for the public to assemble and meet during normal operating hours.

Director. Director means the Director of the City’s Parks and Recreation Department.

Response. Response means the Response submitted by the YMCA in response to the Request for Proposals for Community Recreation Center Operational Management and Programming Partnership, the contents of which is hereby incorporated herein and shall be controlling in the case of any difference between the Lease Agreement, the Operating Agreement or the Response.

YMCA. YMCA means the Young Men’s Christian Association, a Texas non-profit corporation exempt from federal income taxation under Section 501(a) of the Code by virtue of being described in Section 501(c)(3) of the Internal Revenue Code and includes all officials, employees, contractors and agents.

ARTICLE 3 – TERM

3.01 Term, Early Termination And Renewal

This Agreement shall be for an initial term of thirty (30) years with a renewal term of ten (10) years. During the 28th year of the initial term, the parties shall renegotiate the terms of the renewal lease. The Agreement may be terminated by either party upon prior written notice to the other party that is at least six (6) months’ prior to that party’s budget year and the termination will be effective one year thereafter.

ARTICLE 4 - OPERATIONS

4.01 Operations in General
The YMCA agrees to manage and operate the Center in a professional, efficient and businesslike manner, similar to other YMCA operations. The YMCA shall act as the general clearing house, overseer, coordinator, and promoter of recreation, fitness, safety and therapy programs offered in the Center.

The City of Leader Family YMCA will be available to all regardless of age, race, creed, sex, marital status, national origin, political affiliation, religious preference, physical handicap or ancestry. The YMCA will not discriminate. Individuals can purchase a YMCA membership that provides ongoing use or purchase a daily pass membership which allows day use. Individuals who choose to participate in YMCA programs are not required to be a member.

The YMCA’s community service delivery mode includes youth recreational sports leagues for children three (3) years of age to teenagers. The YMCA plans to operate youth sports leagues, sports clinics and sports camps. The YMCA will gladly include the City of Leander Parks and Recreation Department as a partner, provider. i.e., shared logo, reciprocal use of fields, joint promotional materials, etc.

YMCA will operate the Center under the direction of a Board of Directors specifically for the City’s YMCA Branch in Leander. The City shall be entitled to appoint one (1) representative to serve on the City of Leander Family YMCA Branch Board of Directors for the Center during the term of this Agreement. In addition, a designated City of Leander Council Member will be named as an ex-officio of the City of Leander Family YMCA Branch Board of Directors. Three (3) members of the City of Leander Family YMCA Branch Board are voting members of the YMCA of Greater Williamson County Board of Directors.

All expenses for the operations of the Center will be paid by the YMCA. Operations include all personnel, supplies, promotion, insurance, and miscellaneous materials necessary to serve members, guests, and spectator who utilize the Center or participate in YMCA programs. The parties shall initially agree how to best provide scholarships and/or other forms of financial assistance for the programs or members and thereafter not later than February, annually, review such determination. Financial assistance funds for membership and programs shall be publicized by the YMCA and made readily and quickly available for those who cannot afford the full cost of participating. The priority of the YMCA’s Financial Assistance funds will be made available first to the City of Leander residents.

In complying with its obligations and responsibilities herein, the YMCA shall not employ or contract with any person(s) convicted of a sex crime, regardless of age or sex of the victim and shall not knowingly allow an employee of a contractor, or subcontractor to work on the premises who has been convicted of a sex crime, regardless of age or sex of the victim.
It is the goal of the YMCA and City to maximize the usage of the Center. Neither the YMCA nor the City desires for the operations of the Center to require operating subsidy from the City to balance the annual operating costs of the Center. It is the understanding of both the YMCA and the City that there exists a correlation with the number of membership units maintained through a given year and the cost of operating the Center. The Center and YMCA will not require an operating subsidy when the YMCA maintains 4,000 units of membership through a years’ time. It is anticipated that it will take up to five (5) years to reach and maintain 4,000 units throughout the year.

An operating subsidy will be underwritten by the City. The subsidy amount required is based on the City and YMCA’s anticipation that the predicted unit count goal will be achieved within the 18-24 month timeframe. The subsidy shall not last more than five (5) years.

The subsidy requirement for years 1-5 will be:
- Less than 3,000 units as of December 31 - $50,000 (years 1 and 2)
- Between 3,501 – 3,999 units on December 31 - $25,000 (years 3, 4 and 5)
- Over 4,000 units on December 31 – 0- and the YMCA funds maintenance reserve items for the Center. (see Exhibit A, attached hereto and incorporated herein and the Response)

The subsidy will be paid to the YMCA by January 31 of the following year. The subsidy is intended to last not more than five years.

The YMCA Maintenance Reserve Fund will pay the YMCA’s share of planned repair, replacement and upgrade of the Center’s finishes, paint, flooring, and surfaces (as set forth in Exhibit B and the Response)

A. User Fees, Programs Schedule, and Budget

Prior to the end of February of each calendar year the City shall submit to the YMCA for the following calendar year requested dates for scheduled City use of the Center. The City will be responsible for incidental costs associated with the use of the Center, i.e. lifeguards, janitorial. Usage of the Center for City events cannot conflict, compete or be similar to programs being offered by the YMCA. The YMCA shall take into account the City’s submitted information in preparing the annual schedule.

Prior to the end of February of each calendar year, the YMCA and the City shall discuss proposed programs that will be mutually beneficial to the community.

B. Maintenance Obligations of YMCA
Annually before the end of February, the City and the YMCA will meet at the Center and perform a facility walkthrough. At that time, the City and the YMCA will outline all planned maintenance needs for the Center and agree to the responsibilities. (See Exhibit B and the Response). A timeline will be developed and confirmation of both the City and YMCA’s responsibilities will be formalized by both parties by March of each year.

The YMCA agrees to maintain the Center and the moveable equipment provided within the Center, and all parts thereof, in good condition and repair and in as safe a condition as its operation will reasonably permit, and to make all repairs thereto which may be reasonably necessary for this purpose. It is the expectation and goal of both the YMCA and the City of Leander that the movable equipment maintenance, typical daily maintenance, preventative maintenance, Center finishes maintenance and replacement, and capital fixed asset maintenance repair and replacement will be completed in a timely, efficient manner (no longer than 14 days from the time of breakdown).

Moveable equipment/daily maintenance, preventative maintenance and Center finish maintenance will be completed by the YMCA and funded per the plan outlined in Exhibit B and the Response. All capital fixed asset repairs, maintenance and replacement will be completed by the City and funded per the plan outlined in Exhibit B and the Response.

C. Agreement not a Tenancy and Independent Contractor

Nothing in this Agreement shall be construed as creating a joint tenancy between the City and the YMCA. The parties agree that, except as hereinafter specified, YMCA shall render services to the City as an independent contractor.

I. INDEMNITY, INSURANCE, BOND, TAXES, AND LEGAL COMPLIANCE

A. Indemnification

YMCA shall indemnify and hold the City and its respective officials, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable attorney fees (collectively referred to in this Section as “claim”), which may be imposed upon or incurred by or asserted against the City, its respective officials, agents, and/or employees by reason of any of the following occurrences during the term of this Agreement; provided, however, YMCA shall have no obligation to indemnify and hold the City and its officials, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of the City or its officials, agents, or employees or from conduct resulting in an award of punitive damages against the City:
a. Any work done in, on, or about the Center by or at the direction of YMCA or by any party whatsoever; or

b. Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of the Center or any part thereof, or

c. Any negligence or willful acts or omissions on the part of YMCA or any of its agents, contractors, employees, subtenants, operators, licensees, or invitees; or

d. Any accident, injury, or damage to any person or property occurring in, on, or about the Center or any part thereof; or

e. Any failure on the part of YMCA to perform or comply with any of the terms, provisions, covenants, and condition contained in this Agreement to be performed or complied with on its part.

In case any action or proceeding is brought against the City or its respective officials, agents, and employees by reason of any such claim, YMCA, upon written notice from the City, shall, at YMCA’s expense, resist or defend such action or proceeding by counsel selected by YMCA or YMCA’s insurance carrier. The YMCA agrees to notify City promptly upon the receipt of any claim or lawsuit brought in connection with any injury, death, or damages at the Center.

The YMCA shall procure and maintain continuously in effect during the term of this agreement policies of insurance of the kind and amount as follows:

1. The YMCA shall procure and maintain comprehensive or commercial general liability insurance, including broad form endorsement and stopgap (employees liability endorsement) in minimum amounts of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars (2,000,000) annual aggregate combined single limit for personal injury, including death, and or property damage. Converges thereunder shall include premises and operations liability, contractual liability, personal injury, owner’s and contractors’ protection, elevator liability, employees’ liability, projects, and completed operations coverage.

2. The YMCA shall procure and maintain “all-risk” insurance, including fire and extended coverage endorsements, in an amount not less than one hundred percent (100%) of the actual full replacement cost value of the Center to insure against loss or damage to the Center against the perils of fire, lightning, debris removal, vandalism, malicious mischief, windstorm, theft, mysterious disappearance, and such other hazards and perils as are embraced and covered by “all-risk” endorsements in use in the State of Texas.

Such insurance shall provide that the City is named additional insured.
3. All such coverages shall be in addition to or compliment the coverages required under the Lease Agreement between the parties.

D. General Insurance Requirements

All insurance shall be obtained from insurance companies licensed to do business in the State of Texas. YMCA shall furnish the City policies evidencing all such insurance or a certificate or certificates of the respective insurers, stating that such insurance is in force and effect. Each policy of insurance herein required shall contain a provision that the insurer shall not cancel it without endeavoring to give written notice to the City of at least thirty (30) days before the cancellation becomes effective. All policies or certificates of insurance shall be approved and determined by the City whether in compliance with this Operating Agreement. The insurance coverage herein required may be provided by a blanket insurance policy or policies. The YMCA shall provide the City with a certificate of insurance or other proof of insurance evidencing the YMCA’s compliance with the requirements of this paragraph.

E. City and Other Governmental Permits

The YMCA shall, at its own expense, secure or cause to be secured any and all permits which may be required by any governmental entity for the Center, including the Williamson County Health Department. To operate the Center, the City shall exercise their best efforts to provide all assistance to the YMCA in securing these permits.

1. Rights of Access
   For the purpose of assuring compliance with this Agreement, representatives of the City shall have reasonable right to access to the Center without charges or fees and at normal operating hours for the purposes of this Agreement, including, but not limited to, the inspection of the Center. Such representatives of the City shall be those who are so identified in writing by the City.

2. Local, State, and Federal Law
   The YMCA shall comply with all applicable laws, including all applicable federal and state labor laws.

3. Taxes, Assessments, Encumbrances, and Liens (if any)

   The YMCA shall pay if due any personal property taxes levied upon the Center throughout the term of this Agreement. Nothing herein contained shall be deemed to prohibit the YMCA from contesting the validity or amounts of any tax, assessment, encumbrance, or lien or to limit the remedies available to the YMCA with respect thereto; provided, such contest does
not subject the Center or any portion thereof to forfeiture or sale. The City is not responsible for any other payments or charges related to the operation, management or maintenance of the Center.

II. USE OF THE CENTER

A. Obligation to Refrain from Discrimination

The YMCA convents by and for itself an any successors in interest that there shall be no discrimination against any person or group of persons on account of race, color, creed, religion, use, occupancy, tenure, or enjoyment of the Center.

III. DEFAULTS, REMEDIES, AND TERMINATION

A. Defaults in General

Failure to or delay by any party to perform any term or violate any provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy with reasonable diligence and during any period of curing shall not be in default.

The party claiming default shall give written notice of default to the party in default and to the non-interested party specifying the default complained of. Except as required to protect against further damages a party may not institute proceedings against the party in default until ninety (90) days after giving such notice, said ninety (90) days constituting the period to cure any default. Failure to delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or any such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

It is expressly understood and agreed that each of the covenants, promises, stipulation, and agreements of the parties hereto are an integral and indivisible part of the mutual consideration given by each of the parties to this Agreement and that each covenant, promise, stipulation, and agreement of the parties shall be deemed and constructed as material. It is further understood and agreed that failure, refusal, or neglect for any reason whatsoever of either
party to perform any of the covenants, promises, stipulation or agreements to be performed by that party pursuant to the terms and provision of this Agreement shall constitute a material default on the party that party, giving to the other the right to exercise each and every of its remedies reserved in or under, or otherwise, the right to enforce, this Agreement in accordance with provision of this article and other provision relating to default in this Agreement.

B. Alternative Dispute Resolution

The City and the YMCA recognized that for claims arising under this Agreement, there is a less expensive, more effective method of resolution that the traditional lawsuit. Alternative Dispute Resolution (ADR) procedures involve collaborative techniques which can often spare the high cost and wear and tear of litigation. The Parties agree to mediate, non-binding, any dispute prior to filing suit.

IV. YMCA TAX COVENANTS

A. Tax Covenant

It is the understanding of the YMCA that the City has financed the Center with the proceeds of the Certificate of Obligation (the "Tax-Exempt Bonds"). In connection with the insurance of the Tax-Exempt Bonds, the City has given covenants (the "Bond Covenants") to the holders of the Tax-Exempt Bonds that continue to qualify as obligations within the meaning of section 103 of the Internal Revenue Code (the "Code"). The YMCA agrees not to use or permit the use of the Center in a manner which it knows or should know or has been informed that will result in a violation of the Bond Covenants or which would otherwise adversely affect the federal income tax status of the Tax-Exempt Bonds under Section 103 of the Code. Moreover, in furtherance thereof, if the YMCA is notified by the City that the Tax-Exempt Bonds have been selected for audit by the Internal Revenue Service, then the YMCA agrees to provide to the City such information in its possession with respect to the Center in order that City may timely respond to any questions posed to it by the Internal Revenue Service.

B. Representation and Warranties as to Tax-Exempt Status of YMCA

The YMCA hereby represents and warrants as follows:

1. the YMCA is an organization exempt from federal income taxation under Section 501(a) of the Code by virtue of being described in Section 501(c)(3) of the Code;

2. the purposes, character, activities and methods of operation of the YMCA have not changed materially since its organization and are not materially different from
the purposes, character, activities and methods of operation at the time of its receipt of a determination by the Internal Revenue Service that it was an organization described in Section 501(c)(3) of the Code (the "Determination");

3. the YMCA has not diverted a substantial part of its corpus or income for a purpose or purposes other than for which it is organized or operated and disclosed to the Internal Revenue Services in connection with the Determination;

4. the YMCA has not operated since its organization in a manner that would result in it being classified as an "action" organization within the meaning of Section 1.501(c)(3)-(1)(c)(3) of the Regulations including, but not limited to, by promoting or attempting to influence legislation by means of propaganda or otherwise;

5. with the exception of the payment of compensation (and the payment or reimbursement of expenses) which is not excessive and is for personal services which are reasonable and necessary to carrying out the purposes of the YMCA, no person controlled by any such individual or individuals nor any person having a personal or private interest in the activities of the YMCA has acquired or received, directly or indirectly, any income or assets, regardless of form, of the YMCA during the current Fiscal Year and the period, if any preceding the current Fiscal Year, other than as reported to the Internal Revenue Service by the YMCA;

6. the YMCA is not a "private foundation" within the meaning of Section 509(a) of the Code;

7. the YMCA has not received any indication of notice whatsoever to the effect that its exemption under Section 501(c)(3) of the Code has been revoked or modified, or that the Internal Revenue Service is considering revoking or modifying such exemption, and such exemption is still in force and effect;

8. the YMCA has filed with the Internal Revenue Service all requests for determination, reports and returns required to be filed by it and such requests for determination, reports have not omitted or misstated any material fact and has notified the Internal Revenue Service of any changes in its organization and operation since the date of the application for the Determination; and

9. the YMCA has not devoted more than an insubstantial part of its activities in furtherance of a purpose other than an exempt purpose within the meaning of Section 501(c)(3) of the Code.
10. The YMCA agrees that it will not use the Center or any part thereof, or permit the Center or any part thereof to used in a manner which would violate the Establishment of Religion Clause of the First Amendment to the Constitution of the United States of America, including the decisions of the United States Supreme Court interpreting the same or any comparable provision of the Constitution of the State, including the decisions in the Supreme Court of the State interpreting the same.

V. GENERAL PROVISIONS

A. Notices, Demands, and Communications Between the Parties

Formal notices, demands, and communications between parties shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the parties. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

B. Non-Liability of City Officials and Employees

No Member, official, or employee of the City shall be personally liable to the YMCA in the event of any default or breach by the City or for any amount which may become due to the YMCA or on any obligations under the terms of this Agreement.

C. Approvals by the City and the YMCA

Wherever in this Agreement the approval of the City or the YMCA is required, such approval shall not be unreasonably withheld.

D. Attorney Fees

In the event of any action or proceeding at law or in equity between any of the parties to enforce any provision of this Agreement or to protect or establish any right or remedy of either party hereunder, the unsuccessful party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorney fees incurred therein by such prevailing party and costs and fees incurred on appeal, and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses, and attorney fees shall be included in as a part of such judgment.

VI. SPECIAL PROVISION
A. Amendments to This Agreement

The YMCA and the City agree to mutually consider reasonable requests for amendments to this Agreement and any attachments hereto, which may be made by any of the parties hereto, lending institutions, or consultants to the City and the YMCA, provided such requests are consistent with this Agreement and such attachments and would not substantially alter the basic business terms included herein or therein.

B. Computation of Time

In computing any period of time prescribed or allowed under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last calendar day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. As used herein, “legal holiday” means a legal holiday recognized by the City on which the offices of the City are closed for City business.

C. No Third-Party Beneficiary

The provisions of this Agreement are for the exclusive benefit of the City and the YMCA, and their successors and assigns, and are not for the benefit of any third person; nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person.

D. Good Faith and Cooperation

It is agreed by the City and the YMCA that it is in their mutual best interests and in the best interest of the public that the Center be operated and managed as herein agreed, and, to that end, the parties shall in all instances cooperate and act in good faith in compliance with all of the terms, covenants, and conditions of this agreement and shall deal fairly with each other.

E. Severability

In case any one (1) or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement but this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

F. Headings
The sections headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

G. Parties in Interest

All terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and by their respective successors in interest.

H. Governmental Action

In the event any governmental authority other than the City takes any action which inhibits or adversely affects the Center, or if a portion of the Center shall be acquired or condemned under the threat of eminent domain or any other governmental power, or if any governmental authority takes any action which causes or substantially contributes to a reduction in the use of the Center, YMCA shall have the right to terminate this Agreement by giving six (6) months written notice to the City or continue its operations on the balance of the location, if any.

I. Audit

The City reserves the right to audit any and all record of the YMCA regarding the Center to insure compliance with the terms and conditions stated in this Agreement.

J. Anti-Boycott Verification. To the extent this Agreement and any amendments constitute a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, YMCA represents that neither the YMCA nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Amendment or the Agreement.

The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

K. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement or any amendments constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, YMCA represents that the YMCA nor any wholly owned subsidiary, majority-owned
subsidary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

VII. ENTIRE AGREEMENT, CONTRACTS, WAIVERS, AND AMENDMENTS

This Agreement may be executed in any number of counterparts, and once so executed by all parties thereto, each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall continue but one (1) agreement.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provision of this Agreement must be in writing and signed by the appropriate authorities of the City and the YMCA, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and the YMCA.

[Signatures on the following page.]
04/26/2018

"City"

Dated: 5/7/2018

CITY OF LEANDER
a public body, corporate and politic

By: Kent Cagle
Its: Kent Cagle, City Manager

ATTEST:

By: Dana Crabtree

"YMCA"

DATED: 5-24-2018

YMCA OF GREATER WILLIAMSON COUNTY

By: 
Its: 

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STATE OF TEXAS
COUNTY OF WILLIAMSON

On this 7th day of May, 2018, before me, the undersigned notary public, personally appeared Kent Cagle, City Manager of the CITY OF LEANDER, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

[Signature]
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF WILLIAMSON

On this 25th day of May, 2018, before me, the undersigned notary public, personally appeared Jeff Andresen of the YMCA of GREATER WILLIAMSON County, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

[Signature]
Notary Public, State of Texas