AGENDA

WILLIAM SHORE MEMORIAL POOL DISTRICT BOARD of COMMISSIONERS

Clallam County Courthouse, Room 160
Port Angeles, Washington
JANUARY 22, 2019
3:00 p.m.

COMMISSIONERS

CHERIE KIDD, ANNA MANILDI, BILL PEACH, RANDY JOHNSON, MICHAEL MERIDETH

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODICATIONS/APPROVAL OF AGENDA

PUBLIC COMMENT – Agenda Items Only

ACTION ITEMS

- 1a Nomination of District Officers
- 1b Special Minutes of November 20, 2018
- 1c Approval of Amended Minutes for May 22, 2018
- 1d Agreement with PBH on relocation and property transfer
- 1e Purchase and Sale Agreement for easement for 223 E. 8th St.
- 1f Easement Agreement with proposed easement legal description
- 1g Ratification of the November 30, 2018 bill payment in the amount of $339,018.41
- 1h Ratification of the December 31, 2018 bill payment in the amount of $223,922.45

ITEMS FOR DISCUSSION

- 2a Executive Director Report
  1. District Name Change
  2. Project Status Report
- 2b Financial Report
- 2c Staff Report
- 2d Advisory Committee Report

PUBLIC COMMENT

NEXT MEETING DATE

The next WSMPD meeting will be held on February 26, 2019 at 3:00 p.m. in the Clallam County Commissioners Board Room, Room 160.

ADJOURNMENT

SPECIAL MINUTES

WILLIAM SHORE MEMORIAL POOL DISTRICT BOARD of COMMISSIONERS

Clallam County Courthouse, Room 160
Port Angeles, Washington
November 20, 2018
11:30 a.m.

COMMISSIONERS

CHERIE KIDD, ANNA MANILDI, BILL PEACH, RANDY JOHNSON, MICHAEL MERIDETH

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL
Commissioner Bill Peach called the meeting to order at 11:30 a.m. Also present were Commissioners Manildi, Kidd, and Johnson. Commissioner Merideth was not present.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA
ACTION TAKEN: CRJm to approve agenda with the addition of 1e: Purchase & Sale Agreement, CAMs, mc

PUBLIC COMMENT – Agenda Items Only
None

ACTION ITEMS

1a Minutes of October 23, 2018
ACTION TAKEN: CAMm to approve, CCKs, mc

1b Ratification of the October 31, 2018 bill payments in the amount of $224,549.71
ACTION TAKEN: CCKm to approve, CRJs, mc

1c Adoption of Resolution 15-2018. A Resolution adopting the 2019 Tax Levy.
ACTION TAKEN: CAMm to approve, CRJs, mc

1d Adoption of Resolution 16-2018. A Resolution adopting the 2019 budget.
Steve Burke and Jessica Compton highlighted on how the expansion is reflected in the 2019 budget and the effect on staff members.
ACTION TAKEN: CRJm to approve, CCKs, mc

1e Real Estate Purchase & Sale Agreement
Greg Shield explained in detail the real estate purchase and sale agreement between 716 South Chase LLC and William Shore Memorial Pool District, and answered questions from the board.
ACTION TAKEN: CRJm to approve, CAMs, mc

ITEMS FOR DISCUSSION

2a Executive Director Report

1. Expansion Status Report – Steve Burke went over details shown on the Renovation and Expansion Project Status Report, including changes to the scope that occurred during the Design Development Phase and upcoming milestones.
2. SPARK Squad Report – Molly Barnes gave a revenue report to board sharing the income, expenses, scholarships allotted, and projected finance report throughout 2019.

3. Name Change Recommendations – Steve Burke discussed the possibility of a name change for WSMPD with board.
   ACTION TAKEN: CAMm to approve a name change for WSMPD, CCKs, mc

2b Financial Report
Steve Burke explained the budget and finance report in detail and answered questions from the board.

2c Staff Report
Jessica Compton shared the following:

- Purchased or renewed memberships will be honored and put on hold during the pool closure for the expansion project.
- Dive-In Movie – November 24th.
- Sequim YMCA will be available for pool participants to enjoy during closure.
- Changing to online medical forms for parents to view and edit for SPARK Squad children. This will begin January 2019.
- Doggy swim fundraiser for Humane Society – April 6th.

2d Advisory Committee Report
Greg Shield shared that the Advisory Board will be meeting tomorrow to discuss details that were shared at today's meeting.

PUBLIC COMMENT

NEXT MEETING DATE
The next WSMPD meeting will be held on January 22, 2019 at 3:00 p.m. in the Clallam County Commissioners Board Room, Room 160.

ADJOURNMENT
Bill Peach adjourned the meeting at 12:35 p.m.

PASSED AND ADOPTED this twenty-second of January, 2019

William Shore Memorial Pool District Commissioners

_____
Cherie Kidd, Vice President

ATTEST:

_____
Rachelle Sires, Clerk.

AMENDED MINUTES

WILLIAM SHORE MEMORIAL POOL DISTRICT BOARD of COMMISSIONERS

Clallam County Courthouse, Room 160
Port Angeles, Washington
May 22, 2018
3:00 p.m.

COMMISSIONERS

CHERIE KIDD, ANNA MANILDI, BILL PEACH, RANDY JOHNSON, MICHAEL MERIDETH

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL
Commissioner Cherie Kidd called the meeting to order at 3:00 p.m. Also present were Commissioners Manilidi, Merideth, Peach (arrived at 3:05 p.m.), and Johnson (arrived at 3:42 p.m.).

Commissioner Merideth and Kidd were excused at 4:00 p.m. for another meeting.

REQUEST FOR MODICATIONS/APPROVAL OF AGENDA
ACTION TAKEN: CAMm to approve with the addition of 1f and report from DA Davidson, CMMs, mc

PUBLIC COMMENT – Agenda Items Only
None

ACTION ITEMS

1a Minutes of April 24, 2018
ACTION TAKEN: CAMm to approve, CMMs, mc

1b Ratification of the May 11, 2018 bill payment in the amount of $19,755.99
ACTION TAKEN: CCKm to approve, CMMs, mc

1c Motion to approve Resolution 9-2018: A Resolution designating the Executive Director for Legal Claims (Attached)
ACTION TAKEN: CAMm to approve, CCKs, mc

1d Motion to approve the Purchase and Sale Agreement and the Lease Assignment with Clallam County and authorize the Executive Director to sign related documents
Note: Bill Peach recused himself from this motion.
ACTION TAKEN: CAMm to approve, CMMs, mc

1e Motion to approve MOU with PBH in regards to transfer of lease and property (Will ~~come~~ under separate cover on Monday)
ACTION TAKEN: tabled until next meeting.

1f Motion to approve Steven Burke to sign Professional Services Agreement with ZTC, LLC
ACTION TAKEN: CCKm to approve, CAMs, mc

ITEMS FOR DISCUSSION

2a Executive Director Report

1. **Sparks Squad Financial Report** – Jessica shared details of the revenue and expenses generated from the program. Molly Barnes also shared specifics of the program and some of the activities offered. Steven Burke reported on the grants

program and some of the activities offered. Steven Burke reported on the grants available for adding a space for programing in the new expansion and details pertaining to that. It was decided between Steve Burke and the Board to postpone all decisions regarding grants until further analysis is taken.

2. **Update on Expansion Project (Floor Plan Attached and Project Update Attached)** – Steven Burke went over details of the floor plan, provided a monthly status report of expansion project, and answered questions from the board.

3. **DA Davidson Report** – Curt from DA Davison reported on the status of the bond issuance and the future steps associated with the bond process and answered questions from the board.

2b Financial Report
Charlie McClain explained the budget and finance report in detail and answered questions from the board.

2c Advisory Committee Report
Greg Shield shared the topics discussed during the Advisory Committee meeting regarding the expansion. They currently have a potential member interested in joining the committee. Discussion was made regarding the Advisory Committee's role in the decision making process of the expansion.

PUBLIC COMMENT
None

NEXT MEETING DATE
The next WSMPD meeting will be held on June 26, 2018 at 3:00 p.m. in the Clallam County Commissioners Board Room, Room 160.

ADJOURNMENT
Bill Peach adjourned the meeting at 4:40 p.m.

PASSED AND ADOPTED this twenty-second of January, 2019

William Shore Memorial Pool District Commissioners

_____
Cherie Kidd, Vice President

ATTEST:

_____
Rachelle Sires, Clerk.

OMNIBUS AGREEMENT

This Agreement (hereinafter, the "Agreement") is entered into between the William Shore Memorial Pool District (hereinafter, the "District"), a municipal corporation of the State of Washington and Peninsula Behavioral Health (hereinafter, "PBH"), a non-profit corporation.

RECITALS

WHEREAS, PBH operates a mental health facility, the Horizon Center (hereinafter the "Center"), in a building located at 205 East Fifth Street, Port Angeles, Washington.

WHEREAS, the property and building at that location are owned by the District.

WHEREAS, PBH operates the Center pursuant to a Lease Agreement with Clallam County, dated June 5, 1984.

WHEREAS, the District operates a public swimming pool immediately adjacent to the Center, at 225 East Fifth Street, Port Angeles, and desires to expand that pool by incorporating the property at 205 East Fifth Street.

WHEREAS, subject to the consent of PBH, the County has assigned to the District the County's position in the Agreement with PBH dated June 5, 1984.

WHEREAS, the District and the County, in acknowledgment of the public benefits and services provided by PBH through the center, wish to assure the continuation of those services.

WHEREAS, in furtherance of this goal, the District has purchased property located at 223 East Eighth Street, Port Angeles, WA, after concurrence with PBH that the location would satisfy the operational requirements of the Center program.

WHEREAS, the District and PBH desire to enter into an agreement to relocate and restore, as necessary, the building located at 205 East Fifth Street to 223 East 8th Street in such a manner that, after the relocation and restoration, PBH may continue to operate the Horizon program from that location, and to then transfer the property at 223 East 8th Street to PBH and for PBH to release the District from further performance or responsibility pursuant to the agreement dated June 5, 1984.

NOW THEREFORE, the District and PBH hereby agree as follows:

AGREEMENT

1. **Transfer of property.** At the closing date, as provided in paragraph 4.4 below, District agrees to sell and convey to PBH and PBH agrees to purchase at no cost from District, subject to the terms and conditions set forth in this Agreement, the property commonly known as 223 East Eighth Street, and legally described as follows:

> Lot 15, Block 230 Townsite of Port Angeles, Records of Clallam County, Washington. Situate in Clallam County, WA

together with all mineral, oil, gas, hydrocarbon substances, development rights, air rights, water rights, and water stock owned by Seller relating to the real property; all easements and rights of way owned by Seller that are appurtenant to the real property or any improvements on the real property, and any appurtenance, or the operation, use or enjoyment of any of the foregoing, all rights of Seller in and to streets, sidewalks, alleys, driveways, parking areas, and areas adjacent thereto or used in connection therewith and any land lying in the bed of any existing or proposed street adjacent to such land (collectively the "Land").

2. **Relocation and Restoration of Building**. Subsequent to the execution of this agreement, District shall cause, at District's sole expense, relocation of the building now located at 205 East Fifth Street from that property to 223 East 8th St, on the terms and conditions stated in paragraph 5 of this agreement. Subsequent to that relocation, District shall cause, at District's sole expense, the restoration of the building to its condition prior to relocation, on the terms and conditions stated in paragraph 6 of this agreement.

3. **Termination of Existing Agreement.** Upon acceptance of the building by PBH after relocation, restoration and conveyance by District. PBH shall execute the termination agreement attached hereto as Exhibit A, terminating all of District's responsibilities under the agreement dated June 5, 1984, in accordance with the terms of the agreement assigning such agreement from Clallam County to the District.

4. **Provisions Applicable to Real Estate transfer.**

4.1 **Title policy**. District shall cause at its expense Clallam Title Company to issue to PBH at closing an extended coverage owner's policy of title insurance insuring Buyer's title to the Real Property subject only to the Permitted Exceptions (the "Title Policy"). The Title Policy must be dated as of the Closing Date.

4.2 **Buyer's Contingencies**. PBH's obligation to purchase the Property is expressly contingent upon the following:

4.2.1 **Title Policy.** PBH"s receipt of Title Company's firm commitment to issue, upon closing, the Title Policy;

4.2.2 **Level I.** District's deliver of its Level I Environmental Assessment of the Real Property and representation that District has taken no action to cause a release of a hazardous substance or material on the Real Property;

4.2.3 **Representations and Warranties**. All of District's representations and warranties contained in or made pursuant to this Agreement being true and correct when made and as of the Closing Date;

4.2.3. **Seller's Compliance**. District's timely performance of all of its obligations under this Agreement; provided, however, that Seller will be given notice of any failure on its part to perform obligations pursuant to this agreement and will have a period of time that is reasonable under the circumstance to cure its nonperformance. The foregoing conditions are collectively referred to in this Agreement as "Buyer's Contingencies."

4.3 **Satisfaction/Waiver of Buyer's Contingencies**. Buyer's Contingencies are solely for the benefit of Buyer. If any of Buyer's Contingencies are not timely satisfied, Buyer will have the right at its sole election either to waive any of them in writing and proceed with the transfer or to terminate this Agreement. If Buyer elects to terminate this Agreement, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement, and except that each party shall pay one-half (1/2) of the cost of terminating the escrow.

4.4 **Closing**. This transaction will be closed in escrow by Clallam Title Company acting as escrow agent ("Escrow Agent"). The closing will be held at the offices of Title Company on or before that date which is not later than twenty (20) days after acceptance by PBH of the restored building in accordance with section 6.6, below, (the "Closing Date"). If closing does not occur on or before the Closing Date, or any later date mutually agreed to in writing by Seller and Buyer, Escrow Agent will immediately terminate the escrow, and return all documents to the party that deposited them. District shall return and restore the Building at the 205 East Fifth Street location.

4.4.1. **Seller's Escrow Deposits**. On or before the Closing Date, Seller shall deposit into escrow the following:

4.4.1.1. The duly executed and acknowledged Deed; and a bill of sale to any improvements to restore the Building;

4.4.1.2. A duly executed and completed Real Estate Excise Tax Affidavit;

4.4.1.3. A nonforeign affidavit pursuant to Section 1445 of the Internal Revenue Code;

4.4.1.4. Any other documents, instruments, records, correspondence and agreements called for hereunder that have not previously been delivered;

4.4.2. **Buyer's Escrow Deposits**. On or before the Closing Date, Buyer shall deposit into escrow the following:

4.4.2.1. A duly executed and completed Real Estate Excise Tax Affidavit;

4.4.2.2. Any other documents or instruments Buyer is obligated to provide pursuant to this Agreement (if any) in order to close this transaction, and

4.4.2.3. Additional instruments and documentation. Seller and Buyer shall each deposit any other instruments and documents that are reasonably required by Escrow Agent or otherwise required to close the escrow and consummate the purchase and sale of the Property in accordance with this Agreement.

4.5 **Closing Costs.**

4.5.1. **Seller's Costs**. District shall pay all closing costs including excise tax if applicable.

4.5.2. **Foreign Investment in Real Property Tax Act.** The parties agree to comply in all respects with Section 1445 of the Internal Revenue Code and the regulations issued thereunder (the "Regulations"). If Seller is not a "foreign person" (as defined in the Regulations), Seller shall deliver to Buyer through escrow a nonforeign certificate as prescribed by the Regulations, properly executed and in form and content satisfactory to Buyer. If Seller is a "foreign person" or fails or refuses to deliver the nonforeign certificate, or if Buyer receives notice, or has actual knowledge, that the nonforeign certificate is false, a tax equal to 10% of the Purchase Price will be withheld through escrow and paid by Escrow Agent to the Internal Revenue Service in the manner prescribed by the Regulations, unless withholding is reduced or excused in the manner prescribed by the Regulations.

4.5.3. **Adjustments and Prorations**. The following adjustments and prorations will be made as of 12:01 a.m. on the Closing Date (with Buyer either responsible for or entitled to a credit for, as the case may be, the actual Closing Date).

4.5.3.1. **Property Taxes**. All property taxes payable in the year of closing and assessments approved by Buyer, if any, will be prorated as of the Closing Date.

4.5.3.2 **Utilities**. All gas, electric and other utility charges will be prorated as of the Closing Date.

4.5.3.3 **Insurance**. The cost of insurance premiums and any amount held in any impound account by any lender with prospective property will be prorated on the Closing Date and Buyer shall reimburse Seller for the prepaid portion thereof, if any.

4.6. **Seller's Covenants.** Seller represents and warrants to Buyer as follows:

4.6.1.1 Seller has full power and authority to convey the Property to Buyer.

4.6.1.2 To the best of Seller's knowledge, the Property is now, or will be as of the Closing Date, in compliance in all material respects with all applicable zoning, land-use, building, construction, subdivision and other local, state and federal laws, ordinances and regulations and with all existing covenants, conditions, restrictions and easements, and be free of contamination in accordance with 4.2.2 above and 4.8 below.

4.6.1.3 Seller has not received notice of any special assessment or condemnation proceedings affecting the Property.

4.6.1.4 To the best of Seller's knowledge, there is no litigation pending or threatened against Seller (or any basis for any claim) that arises out of the ownership of the Property and that might materially and detrimentally affect: (i) the use or operation of the Property for Buyer's intended use; or (ii) the ability of Seller to perform its obligations under this Agreement; or (iii) the value of the Property.

4.6.1.5 Other than the Property, there are no items, tangible or intangible, real or personal, owned by Seller or any affiliate of Seller, now or at any time used in conjunction with the Property or any portion thereof.

4.6.1.6 Seller has received no notice of any failure of Seller to comply with any applicable governmental requirements in respect of the use, occupation and construction of the Property, including, but not limited to, environmental, fire, health, safety, zoning, subdivision and other land use requirements that have not been corrected to the satisfaction of the appropriate governmental authority, and Seller has received no notice of, and has no knowledge of, any violations or investigation relating to any such governmental requirement.

4.6.1.7 Seller makes no other representations. Buyer agrees it is buying this property "as is" and will rely on its own investigations to determine if the property is suitable for its intended uses.

4.7 <u>Buyer's representations and warranties</u>

4.7.1 PBH waives the right to receive a disclosure statement (Form 17-Commercial, if required by Ch. 64.06 RCW). However, if District would otherwise be required to provided Buyer with a Form 17-Commercial, and if the answer to any of the questions in the section of the Form 17-Commercial entitled "Environmental" would be "yes", then Buyer does not waive receipt of the "Environmental" section of the Form 17-Commercial, which shall be provided by seller.

4.7.2 Buyer represents and warrants to Seller as follows:

4.7.2.1 In connection with its review of the Level I environmental study provided by District, PBH has inspected those aspects of the Property, including, without limitation, its physical condition, that PBH deemed necessary in order to make its determination to purchase the Property.

4.7.2..2 As of the date of this Agreement, Buyer is not aware of any default by Seller of any representation or warranty set forth in this Agreement.

4.8 **Compliance with Environmental Laws**. Seller represents and warrants that:

4.8.1 Seller has no actual knowledge of the release or presence of any Hazardous Material on, in, from or onto the Real Property;

4.8.2 Seller has not generated, manufactured, refined, transported, stored, handled, disposed of or released any Hazardous Materials on the Property, nor has Seller permitted the foregoing;

4.8.3 To the best of Seller's actual knowledge, Seller has obtained all approvals and caused all notifications to be made as required by Environmental Laws;

4.8.4 To the best of Seller's actual knowledge, Seller has not received any notice of any violation of any Environmental Laws;

4.8.5 District has provided PBH with a Level I environmental study of the property performed by District at the time of its acquisition of the property.

4.9. **Casualty Loss**. Following the occurrence of any event prior to the Closing Date, causing damage to or destruction of the Property or any portion of the Property, Seller shall promptly notify Buyer of such occurrence. Seller shall bear all risk of loss concerning the Real Property and the building pending closing.

4.10 **Eminent Domain**. If at any time after the Effective Date, Seller receives any notice of any condemnation proceedings, or other proceedings in the nature of eminent domain, it will promptly send a copy of such notice to Buyer. Condemnation proceeds shall be equitably divided between PBH and District, except if the Real Property is materially impaired, all proceeds shall be the property of PBH.

4.11 **Possession**. District shall deliver possession of the Property to PBH on the date of substantial completion of the relocation and restoration of the property, as described by section 10.2.4, below.

4.12 **Events of Default.**

4.12.1 **By District**. If there is an event of default under this Agreement by Seller (including a breach of any representation, warranty or covenant), Buyer will be entitled (i) in addition to all other remedies available at law or in equity, to seek specific

performance of Seller's obligations under this Agreement or (ii) to terminate this Agreement by written notice to Seller and Escrow Agent and recover damages.

4.12.2 **By PBH.** If there is an event of default under this agreement by PBH, District shall be entitled to pursue all appropriate remedies at law for such breach.

5. **Provisions Applicable to Relocation of Building.**

5.1 The relocation of the building shall be done by a contractor selected by District and solely at District's cost. The contractor shall be licensed, bonded and insured as a building relocation and moving contractor by the State of Washington. This contractor shall be selected by District in a manner that is consistent with Washington State bidding laws applicable to the District. PBH may provide such comments as desired to District in regard to the qualifications of the contractor so selected by the appropriate bidding procedure, but the selection of such contractor shall be solely at the discretion of the District.

5.2 The relocation shall be done pursuant to a contract between the District and the selected contractor. All work performed by the contractor shall be done in conformance with applicable building codes, and in a workmanlike manner, consistent with the standards of the building moving industry in Clallam County, Washington.

5.3 The relocation shall be accomplished not later than a date mutually agreed upon by the District and PBH.

5.4 PBH shall be given sixty (60) days' notice of the date scheduled for the moving of the building. Between the date of that notice, and the date scheduled for moving, PBH shall remove from the building all personal property, including removable fixtures of any kind or nature, located in the building. District shall not be liable for damage or destruction to, or loss of, any such personal property which is on the building at the beginning of business on the date scheduled for moving of the building.

5.5 District shall save PBH harmless from, and defend PBH against, any claims for damages or personal injury arising out of, or in any way connected to, the moving and restoring of the building.

5.6 District shall install all utilities, foundation and other work necessary to place the building onto the property in a usable condition. The building shall be placed onto the property at 223 East 8th Street in accordance with the drawings and specifications attached hereto as Exhibit A, and incorporated by this reference.

5.7 PBH shall review the building within five (5) days of relocation to determine whether the relocation has been completed. The final decision to whether the contractor has complied with the terms of the moving contract shall be a decision of the District.

5.8 PBH shall provide written notice to the District, within five (5) days of its review of the relocation under paragraph 5.6 of any nonperformance by the District or its contractor in the relocation of the building. If PBH does not accept the building, it shall provide notice to the

District of all items concerning relocation which are not acceptable. District shall have five (5) day after receipt of a notice of such items to determine whether to correct the item identified, or to submit the dispute between the parties to the dispute resolution process identified in paragraph 7.8. All costs of correction under his paragraph shall be the responsibility of the District, except for costs for correction of items which are caused by the negligence of PBH or by the request of PBH to alter the condition of the building from its condition prior to relocation.

5.9 Unless agreed in writing by the parties, further work on restoration of the building shall not be required until the completion of the dispute resolution process.

6. **Provisions Applicable to Restoration of Building.**

6.1 After acceptance of the relocation of the building, the district shall restore the building to its condition prior to the commencement of relocation at District's expense. The restoration of the building shall be done by a contractor selected by District and solely at District's cost. The contractor shall be a licensed, bonded and insured general contractor. This contractor shall be selected by District in a manner that is consistent with Washington State bidding laws applicable to the District. PBH may provide such comments as desired to District in regard to the qualifications of the contractor so selected but the selection of such contractor shall be solely at the discretion of the District.

6.2 The restoration shall be done pursuant to a contract between the District and the selected contractor. All work performed by the contractor shall be done in conformance with applicable building codes, and in a workmanlike manner, consistent with the standards of the construction industry in Clallam County, Washington.

6.3 The building shall be restored in accordance with a set of plans and specifications, which are attached to this agreement as Exhibit A, and incorporated herein by this reference. These plans and specifications shall be incorporated into the contract between the District and its selected contractor. Substantial performance of this contract and final acceptance by PBH shall be full and adequate performance by the District of its duty to renovate the building. Change orders may be done at the request of PBH, if agreed to in writing by District. Any change orders to the plans and specifications attached as Exhibit A, excerpt change orders required by differing site conditions resulting from rock formations, springs, latent subsurface conditions or other conditions substantially differing form those ordinarily encountered, shall be done at the sole expense of PBH. Change orders resulting from differing conditions shall be the responsibility of District.

6.4 The restoration shall be substantially completed not later than a date mutually agreed upon by the District and PBH. "Substantial completion" is the earlier of the issuance by the City of Port Angeles of a final or temporary certificate of occupancy, or PBH's occupancy of the building.

6.5 PBH shall have thirty (30) days after substantial completion of the restoration to inform District of any nonconformance of the renovation with the plans and specifications and this Contract. Upon receipt of such notice, and upon agreement to the necessary work by the

District, the District shall rectify such nonconformance. Any claims for nonconformance or other breach of the relocation or restoration agreements shall be barred, if not reported to the District within the thirty (30) day period after final acceptance, except for hidden and undiscoverable nonconformances, which shall be reported to the district within thirty (30) days of discovery.

6.6 Prior to or upon the expiration of the period for nonconformance, or the completion of any item for which a notice of nonconformance was timely given to the District, PBH shall execute to the district either a notice of acceptance of the building, or acceptance of the building after correction of the nonconformance.

6.7 The relationship between District and PBH shall be that of independent contractors. PBH shall not direct, supervise or control the District or its contractor for moving and renovation or any; subcontractors, employee or suppliers of those contractors.

6.8 PBH, at its expense, shall have the right to inspect the building during its moving and restoration at reasonable times during business hours. While engaging in such inspections, PBH shall not have the right to interfere with the progress of work. PBH assumes all liability for the acts of PBH and its representatives during the conduct of any such inspections.

6.9 District shall be responsible for the obtaining and costs of all permits and fees associated with the moving and renovation of the building.

6.10 Subsequent to acceptance of the building, PBH shall be responsible for all maintenance taxes and assessments on the building and property.

7. **Provisions Applicable to all Portions of the Agreement.**

7.1. **Insurance**. Until substantial completion of the relocation and restoration, acceptance by PBH and conveyance at closing, district shall maintain, at its expense, property insurance covering the property and building against all risks, to the full insurable value of the building and property. District shall be responsible for any deductible or co-insurance payment. PBH shall be named as an additional insured on such insurance. To the fullest extent permitted by applicable law, PBH waives all rights for damage against District and its contractors, employees and agents for damages covered by insurance proceeds.

7.2 **Notices**. Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or given by mail or via facsimile. Any notice given by mail must be sent, postage prepaid, by certified or registered mail, return receipt requested. All notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

PBH:
Executive Director
Peninsula Behavioral Health
118 East 8th Street
Port Angeles, WA 98362

With a copy to: [Counsel for Seller]
Thom Graafstra
110 Cedar Ave, Suite 102
Snohomish, WA 98290

District
Executive Director
William Shore Memorial Pool District
225 East 5th Street
Port Angeles, WA 98362

With a copy to: [Counsel for Buyer]
Craig L. Miller
Craig L. Miller & Associates, P.S.
711 East Front Street, Suite A
Port Angeles, WA 98362

Any notice will be deemed to have been given, if personally delivered, when delivered, and if delivered by courier service, one business day after deposit with the courier service, and if mailed, two business days after deposit at any post office in the United States of America, and if delivered via facsimile, the same day as verified, provided that any verification that occurs after 5:00 p.m. on a business day, or at any time on a Saturday, Sunday or holiday, will be deemed to have occurred as of 9:00 a.m. on the following business day.

7.3 **Brokers and Finders**. Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the purchase and sale contemplated by this Agreement.

7.4 **Amendments**. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

7.5 **Continuation and Survival of Representations and Warranties**. All representations and warranties by the respective parties contained in this Agreement or made in writing pursuant to this Agreement are intended to and will remain true and correct as of the time of Closing, will be deemed to be material and will survive the execution and delivery of this Agreement and the delivery of the Deed and transfer of title for a period of twelve (12) months. Such representations and warranties, however, are not assignable and do not run with the land, except as may be expressly provided herein or contained in a written instrument signed by the party to be charged.

7.6 **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the state of Washington.

7.7 **Entire Agreement**. This Agreement and the exhibits to it constitute the entire agreement between the parties with respect to the purchase and sale of the Property, and supersede all prior agreements and understandings between the parties relating to the subject matter of this Agreement.

7.8 **Dispute Resolution.**

7.8.1 Mediation. If a dispute arises out of or relates to this agreement, which cannot be settled by agreement between the parties, the parties shall first attempt to settle the dispute by mediation either by a mutually agreed mediator, or by a mediator selected by the American Arbitration Association, using the construction Industry Mediation procedures of the American Arbitration Association.

7.8.2 If he parties cannot settle the dispute by mediation, it shall be finally resolved by binding arbitration using an arbitrator mutually agreeable to the parties, or an arbitrator selected by the American Arbitration Association, and such arbitration shall be decided under the Fast Track procedures for resolution of construction disputes of the American Arbitration Association.

7.8 **Attorney's Fees**. If either party fails to perform any of its obligations under is Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in the dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under this Agreement, including, without limitation, court costs and reasonable attorneys' fees incurred in connection with any federal, state or bankruptcy court proceeding.

7.9 **Time of the Essence**. Time is of the essence of this Agreement.

7.10 **Exclusivity**. Seller shall not market the Property actively until after the expiration of the Feasibility Study Period and then only if Buyer elects not to proceed with the purchase of the Property.

7.11 **Waiver**. Neither Seller's nor Buyer's waiver of the breach of any covenant under this Agreement will be construed as a waiver of the breach of any other covenants or as a waiver of a subsequent breach of the same covenant.

7.12 **No merger**. The terms and provisions of this Agreement, including, without limitation, all indemnification obligations, will not merge in, but will survive, the closing of the transaction contemplated under this Agreement.

7.13 **Assignment.** Buyer shall not assign this Agreement without Seller's prior written consent, which consent may not be unreasonably withheld or delayed. Seller shall consent to an assignment of this Agreement to (i) the parent of Buyer, or to a wholly-owned subsidiary of Buyer or of such parent, or (ii) to any corporation or other entity with which Buyer may be merged or consolidated, provided that the net worth of the resulting corporation is at least equal to the net worth of Buyer as of the Effective Date. If Buyer is a publicly-held corporation, the sale or trade of Buyer's stock will not be considered an assignment for purposes of this Section 26.

7.14 **Negotiation and Construction**. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.

7.15 **Calculation of Time Periods**. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday. The final day of any such period will be deemed to end at 5 p.m., Pacific Time.

7.16 **Counterpart signatures**. This agreement may be signed in counterpart.

///

///

WILLIAM SHORE MEMORIAL POOL DISTRICT	PENINSULA BEHAVOIRAL HEALTH
By:_____	By:_____
Print:_____	Wendy Sisk
Its:_____	Its: Executive Director
Dated: _____	Dated: _____

Approved as to form:

_____
Attorney for District

1d

REAL ESTATE
PURCHASE & SALE AGREEMENT

This REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of _____, 2018 ("mutual acceptance date"), between 716 South Chase LLC, a Washington Limited liability company ("Seller"), and the William Shore Memorial Pool District, a Metropolitan Park District of the State of Washington ("Buyer").

For valuable consideration, the receipt and sufficiency of which is acknowledged, Seller and Buyer agree as follows:

1. **Property.** Seller agrees to grant to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions set forth in this agreement, an easement as described in Exhibit A, attached hereto and incorporated herein by this reference, in favor of Lot 15, Block 230 Townsite of Port Angeles, for the purpose of prohibiting any use of the easement area in a manner which violates the requirements of the international building code as applied to a building to be located on said lot 15, affecting the following described property:

See Exhibit A, attached hereto and incorporated herein by this reference.

This easement shall hereafter be referred to as "the property".

2. **Purchase Price**. This easement is conveyed to buyer for and in consideration of Fifteen Thousand Dollars ($15,000.00).

3. **Title to Property**.

a. **Conveyance**. At closing, Seller shall grant an easement to Buyer by duly executed and acknowledged easement deed (the "Deed")by execution of the form of easement deed which is attached to this agreement as Exhibit B, and incorporated herein by this reference, free and clear of all defects and encumbrances and subject only to those exceptions that Buyer approves as stated below (the "Permitted Exceptions").

b. **Preliminary Commitment**. Buyer shall order a preliminary commitment for an owner's standard coverage policy of title insurance (or, at Buyer's election, an owner's extended coverage policy of title insurance) in the amount of the Purchase Price to be issued by Clallam Title Company and accompanied by copies of all documents referred to in the commitment (the "Preliminary Commitment"). Buyer shall advise Seller by written notice what exceptions to title, if any, are disapproved by Buyer ("Disapproved Exceptions") within fifteen (15) days of receipt of the Preliminary Commitment and legible copies of all exceptions to title shown in the Preliminary Commitment. All monetary encumbrances other than nondelinquent ad valorem property taxes will be deemed to be disapproved. Seller will have ten (10) days after receipt of Buyer's notice to give Buyer notice that:

(i) Seller will remove Disapproved Exceptions; or

(ii) Seller elects not to remove Disapproved Exceptions. If Seller fails to give Buyer notice before the expiration of the ten (10) day period, Seller will be deemed to have elected not to remove Disapproved Exceptions. Notwithstanding anything to the contrary in this Agreement, Seller shall remove from title on or before the Closing Date all monetary encumbrances other than those approved by Buyer.

If Seller elects not to remove any nonmonetary Disapproved Exemptions, Buyer will have seven (7) days after learning of Seller's election to notify Seller of Buyer's election either to proceed with the purchase and take the Property subject to those exceptions, or to terminate this Agreement. If Seller gives notice that it will cause one or more nonmonetary exceptions to be removed but fails to remove any of them from title on or before the Closing Date, Buyer will have the right to either:

(i) elect to terminate this Agreement by written notice to Seller; or

(ii) proceed with the purchase, with an abatement of the Purchase Price equal to the actual cost of removing from title those exceptions not approved by Buyer, and to take the Property subject to those exceptions.

If the Title Company issues a supplement to the Preliminary Commitment, the procedure set forth in this Section 5.2 will apply to such supplement, except that Buyer will have seven (7) days to notify Seller of its disapproval of any new exceptions, and Seller will have five (5) days to give Buyer notice that Seller will either remove or not remove any new Disapproved Exceptions.

c. **Title policy**. Buyer may acquire at closing such title insurance as Buyer selects.

4. Buyer's contingencies. None.

5. Closing.

a. **Closing date**. This transaction will be closed in escrow by Clallam Title Company acting as escrow agent ("Escrow Agent"). The closing will be held at the offices of Title Company on or before twenty (20) days after mutual acceptance of this agreement.

b. **Seller's escrow deposits**. On or before the Closing Date, Seller shall deposit into escrow the following:

(i) The duly executed and acknowledged Deed;

(ii) A duly executed and completed Real Estate Excise Tax Affidavit;

(iii) A nonforeign affidavit pursuant to Section 1445 of the Internal Revenue Code;

(iv) Any other documents, instruments, records, correspondence and agreements called for hereunder that have not previously been delivered;

c. **Buyer's escrow deposits**. On or before the Closing Date, Buyer shall deposit into escrow the following:

(i) funds needed to close the transaction.

(ii) A duly executed and completed Real Estate Excise Tax Affidavit;

(iii) Any other documents or instruments Buyer is obligated to provide pursuant to this Agreement (if any) in order to close this transaction, and

(iv) Additional instruments and documentation. Seller and Buyer shall each deposit any other instruments and documents that are reasonably required by Escrow Agent or otherwise required to close the escrow and consummate the purchase and sale of the Property in accordance with this Agreement.

6. Closing costs.

a. **Seller's costs**. Buyer shall pay all closing costs.

b. **Buyer's costs**. Seller shall pay no closing costs.

c. **Foreign Investment in Real Property Tax Act**. The parties agree to comply in all respects with Section 1445 of the Internal Revenue Code and the regulations issued thereunder (the "Regulations"). If Seller is not a "foreign person" (as defined in the Regulations), Seller shall deliver to Buyer through escrow a nonforeign certificate as prescribed by the Regulations, properly executed and in form and content satisfactory to Buyer.

In the event of any withholding, Seller's obligations to deliver title and close this transaction will not be excused or otherwise affected.

d. **Adjustments and Prorations**. None

7. Seller's Covenants.

accordance with Seller's prior practices and Seller shall not dissipate any portion of the Property. Seller shall keep the Property insured in accordance with Seller's prior practices up to the Closing Date.

b. **Seller's representations and warranties**. Seller represents and warrants to Buyer as follows:

(i) Seller has full power and authority to convey the Property to Buyer.

(ii) To the best of Seller's knowledge, the Property is now, or will be as of the Closing Date, in compliance in all material respects with all applicable zoning, land-use, building, construction, subdivision and other local, state and federal laws, ordinances and regulations and with all existing covenants, conditions, restrictions and easements.

(iii) Seller has not received notice of any special assessment or condemnation proceedings affecting the Property.

(iv) To the best of Seller's knowledge, there is no litigation pending or threatened against Seller (or any basis for any claim) that arises out of the ownership of the Property and that might materially and detrimentally affect: (1) the use or operation of the Property for Buyer's intended use; or (2) the ability of Seller to perform its obligations under this Agreement; or (3) the value of the Property.

(v) Other than the Property, there are no items, tangible or intangible, real or personal, owned by Seller or any affiliate of Seller, now or at any time used in conjunction with the Property or any portion thereof.

(vi) Seller has received no notice of any failure of Seller to comply with any applicable governmental requirements in respect of the use, occupation and construction of the Property, including, but not limited to, environmental, fire, health, safety, zoning, subdivision and other land use requirements that have not been corrected to the satisfaction of the appropriate governmental authority, and Seller has received no notice of, and has no knowledge of, any violations or investigation relating to any such governmental requirement.

(vii) Seller makes no other representations. Buyer agrees it is buying this property "as is" and will rely on its own investigations to determine if the property is suitable for its intended uses.

c. **Disclosure Statement.** Buyer waives the right to receive a disclosure statement pursuant to Ch. 64.06 RCW. (7). However, if the answer to any of the questions in the

section entitled "Environmental" of the statutory seller disclosure statement would be "yes," the buyer does not waive the receipt of the "Environmental" section of the seller disclosure statement.

d. **Buyer's representations and warranties**. Buyer represents and warrants to Seller as follows:

(i) As of the date of this Agreement, Buyer is not aware of any default by Seller of any representation or warranty set forth in this Agreement.

8. **Casualty Loss**. Following the occurrence of any event prior to the Closing Date causing damage to or destruction of the Property or any portion of the Property, Seller shall promptly notify Buyer of such occurrence. Under any such circumstances the provisions of this Section will apply.

a Minor casualty loss. If the amount of any casualty loss referred to above in this Section 12 is not more than Five Thousand Dollars ($5,000.00), the obligation of each party under this Agreement will continue, notwithstanding any such casualty, the rights to all insurance proceeds collectively by reason of such loss and not collected prior to closing will at closing be assigned to Buyer, and the Purchase Price will be paid without reduction by reason of such loss. Buyer and Seller will under such circumstances cooperate in settlement of such claims and any proceeds collected prior to closing will, consistent with the circumstances, be applied to any reconstruction or be offset against the portion of the Purchase Price paid at closing.

B Substantial **casualty loss**. If the amount of any casualty loss is more than Five Thousand Dollars ($5,000.00), Buyer and Seller will each have the right to terminate this Agreement in the manner specified by this Section. Such election may be exercised only by the party so electing to terminate giving written notice of termination to the other party within fifteen (15) days after receipt of actual notice of such casualty loss. Such notice of casualty will be effective to commence the running of this termination period only if such notice specifically provides that it is being given pursuant to this Section 10. Upon effective exercise of such termination election by either party, this Agreement will terminate, and the Earnest Money will be returned to Buyer. If, in the event of any such casualty, neither party affirmatively exercises the right to terminate provided for by this Section 10, such right will lapse, and the provisions of this Agreement will remain in full force and effect.

9. **Eminent domain**. If Seller receives any notice of any condemnation proceedings, or other proceedings in the nature of eminent domain, it will promptly send a copy of such notice to Buyer. If all or any part of the Property is taken by condemnation or eminent domain and the value of the portion of the Property so taken exceeds Five Thousand Dollars ($5,000.00), Buyer may, upon written notice to Seller, elect to terminate this Agreement, and in such event all monies theretofore paid on account must be returned to Buyer, and neither party will have any further liability or obligation under this Agreement. If all or any portion of the

Property has been or is hereafter condemned or taken by eminent domain, this Agreement is not canceled, and Closing occurs, then Buyer will have right, title and interest in and to any awards in condemnation or eminent domain, or damages of any kind, to which Seller may have become entitled or may thereafter be entitled by reason of any exercise of the power of condemnation or eminent domain with respect to the Property or any portion thereof.

10. **Possession**. Seller shall deliver possession of the Property to Buyer on the Closing Date.

11. **Events of Default.**

a. **By Seller**. If there is an event of default under this Agreement by Seller (including a breach of any representation, warranty or covenant), Buyer will be entitled (i) in addition to all other remedies available at law or in equity, to seek specific performance of Seller's obligations under this Agreement, or (ii) to terminate this Agreement by written notice to Seller and Escrow Agent. If Buyer terminates this Agreement, the escrow will be terminated, all documents will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement..

12. **Notices**. Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or given by mail or via facsimile. Any notice given by mail must be sent, postage prepaid, by certified or registered mail, return receipt requested. All notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

Seller:

With a copy to: [Counsel for Seller]

Buyer:

With a copy to: [Counsel for Buyer]

Any notice will be deemed to have been given, if personally delivered, when delivered, and if delivered by courier service, one business day after deposit with the courier service, and if mailed, two business days after deposit at any post office in the United States of America, and if delivered via facsimile, the same day as verified, provided that any verification that occurs after 5:00 p.m. on a business day, or at any time on a Saturday, Sunday or holiday, will be deemed to have occurred as of 9:00 a.m. on the following business day.

13. **Brokers and Finders**. Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the purchase and sale contemplated by this Agreement.

14. **Amendments**. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

15. **Continuation and Survival of Representations and Warranties**. All representations and warranties by the respective parties contained in this Agreement or made in writing pursuant to this Agreement are intended to and will remain true and correct as of the time of Closing, will be deemed to be material and will survive the execution and delivery of this Agreement and the delivery of the Deed and transfer of title for a period of twelve (12) months. Such representations and warranties, however, are not assignable and do not run with the land, except as may be expressly provided herein or contained in a written instrument signed by the party to be charged.

16. **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the state of Washington.

17. **Entire Agreement**. This Agreement and the exhibits to it constitute the entire agreement between the parties with respect to the purchase and sale of the Property, and supersede all prior agreements and understandings between the parties relating to the subject matter of this Agreement.

18. **Attorney's Fees**. If either party fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, then each party shall pay its own expenses, including , without limitation, court costs and reasonable attorneys' fees incurred in connection with any federal, state or bankruptcy court proceeding.

19. **Time of the Essence**. Time is of the essence of this Agreement.

20. **Exclusivity**. Seller shall not market the Property actively after the execution of this purchase and sale agreement.

21. **Waiver**. Neither Seller's nor Buyer's waiver of the breach of any covenant under this Agreement will be construed as a waiver of the breach of any other covenants or as a waiver of a subsequent breach of the same covenant.

22. **Nonmerger**. The terms and provisions of this Agreement, including, without limitation, all indemnification obligations, will not merge in, but will survive, the closing of the transaction contemplated under this Agreement.

23. **Assignment.** Buyer shall not assign this Agreement without Seller's prior written consent, which consent may not be unreasonably withheld or delayed. Seller shall consent to an assignment of this Agreement to (a) the parent of Buyer, or to a wholly-owned subsidiary of Buyer or of such parent, or (b) to any corporation or other entity with which Buyer may be merged or consolidated, provided that the net worth of the resulting corporation is at least equal to the net worth of Buyer as of the Effective Date. If Buyer is a publicly-held corporation, the sale or trade of Buyer's stock will not be considered an assignment for purposes of this Section 26.

26. **Negotiation and Construction**. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.

27. **Calculation of Time Periods**. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday. The final day of any such period will be deemed to end at 5 p.m., Pacific Time.

28. **Counterpart signatures**. This agreement may be signed in counterpart.

BUYER: William Shore Memorial Pool District SELLER: 716 South Chase, LLC

By:_____ By: _____
Its:_____ Its: _____

1e

PROPOSED EASEMENT

THAT PORTION OF LOT 16, BLOCK 230, TOWNSITE OF PORT ANGELES, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 15, MARKED BY A 1/2 INCH REBAR WITH SURVEY CAP STAMPED "CUMMINS LS 22329" PER SURVEY RECORDED IN VOLUME 61 OF SURVEYS, PAGE 66, RECORDS OF CLALLAM COUNTY, WASHINGTON;

THENCE N 33°14'35" E, ALONG THE LINE BETWEEN LOTS 15 AND 16 AS DEPICTED ON SAID SURVEY, FOR A DISTANCE OF 78.00 FEET;

THENCE S 56°32'53" E, PARALLEL TO THE CENTERLINE OF 8TH STREET AS DEPICTED ON SAID SURVEY, FOR A DISTANCE OF 6.00 FEET;

THENCE S 33°14'35" W, PARALLEL TO THE LINE BETWEEN LOTS 15 AND 16 AS DEPICTED ON SAID SURVEY, FOR A DISTANCE OF 78.00 FEET;

THENCE N 56°32'53" W, ALONG THE NORTHERLY MARGIN OF 8TH STREET AS DEPICTED ON SAID SURVEY, FOR A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: WASHINGTON COORDINATE SYSTEM, NORTH ZONE, NAD 1983 (1991 ADJUSTMENT).

CONTAINS 468 SQUARE FEET, MORE OR LESS.

SITUATE IN THE COUNTY OF CLALLAM, STATE OF WASHINGTON.

10-31-2018

EASEMENT

THIS AGREEMENT is made on January 10, 2019, by and between 716 S Chase LLC hereinafter ("Grantor"), and William Shore Memorial Pool hereinafter ("Grantee").

Recitals

A. The Grantor is the owner of certain real property commonly known as Lot 16, Block 230 in the City of Port Angeles, Assessor's Tax Parcel# 063000-023082.

B. The Grantee is the owner of certain real property commonly known as Lot 15, Block 230 in the City of Port Angeles.

C. The Grantee desires to acquire an easement on Lot 16, Block 230 (The Servient Estate) for the purpose of extending the fire setback lane for lot 15, block 230 (The Dominant Estate) for the Relocated Horizon Center. The easement is for the purpose of the owner of lot 16, block 230 to not construct or build on the designated easement as show in Exhibit A and Exhibit B.

1. Grant of Easement

For consideration listed in the Purchase and Sale Agreement dated January 10, 2019 between Grantor and Grantee, Grantor hereby grants to Grantee an easement on and across the following-described portion of the Servient Estate: The legal description can be found in Exhibit A and Exhibit B.

2. Character of Easement

It is the intention of the parties that the easement granted appurtenant to the Dominant Estate, in that the easement benefits the Dominant Estate by providing a "Fire Set Back-Line" that extends 6 feet by 78 feet onto lot 16 block 230 and is further described in Exhibit A and B.

3. Duration and Binding Effect

The easement shall endure until a written agreement between the Dominant and Servient Estates terminate the easement. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties.

5. Limitations

It is expressly agreed that the easement, rights, and privileges granted to Grantee are limited for the purpose of meeting the City of Port Angeles requirements of a setback. The Grantee may not build, construct, occupy, or place any physical objects, buildings, or fixtures on, below, or above the granted easement. The Grantor may not build in the easement area as shown in Exhibit A and Exhibit B.

6. Exclusiveness of Easement

The easement, rights, and privileges granted by this easement are non-exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant inconsistent with grantee's use.

7. Grantor's Rights
Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the land subject to this easement for any and all purposes that do not interfere with or prevent the use by Grantee of the easement. Grantor's retained rights include, but are not limited to, the right to build and use the surface of the easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses. The Grantor further reserves the right to dedicate all or any part of the property affected by this easement to any city for use as a public street, road, or alley, if the dedication can be accomplished without extinguishing or otherwise interfering with the rights of Grantee in the easement. If the Grantor or any of Grantor's successors or assigns dedicates all or any part of the property affected by this easement, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate the dedications. The Grantor shall retain the right to use the easement for parking.

8. Grantee's Rights and Duties
Grantee shall have the duty to repair and maintain the property subject to the easement and shall at all times keep the easement property free and open for the benefit of Grantor and any other concurrent user. Grantee shall at all times act so as to safeguard Grantor's property. Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees or vegetation that may encroach on the easement property. Grantee shall have the right to cut and trim trees or shrubbery that may encroach on the easement property. Grantee shall dispose of all cuttings and trimmings by hauling them away from the premises.

9. Termination
This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. Grantee, his/her heirs, successors, and assigns may execute and record a release of this easement at any time. This easement shall also terminate if the purposes of the easement cease to exist, are abandoned by Grantee, or become impossible to perform.

10. Failure to Perform
Should Grantee fail to perform any covenant, undertaking, or obligation arising under this easement, all rights and privileges granted shall terminate and the provisions of this Agreement creating the easement shall be of no further effect. In such a case, within thirty days of receipt of a written demand from Grantor, Grantee shall either cure any alleged breach of this agreement, or execute and record all documents necessary to terminate the easement of record. Should Grantee fail or refuse to record the necessary documents, Grantor shall be entitled to bring an action for the purpose of declaring the easement to be terminated.

11. Entire Agreement
This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.

12. Attorney's Fees
If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, or to compel the recording of a release, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

The parties have executed this agreement on the above mentioned date.

GRANTOR:

_____
716 S Chase LLC

GRANTEE:

_____
William Shore Memorial Pool District

WASHINGTON NOTARY ACKNOWLEDGMENT

State of Washington

County of _____

I certify that I know or have satisfactory evidence that _____
_____(name of person(s)) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or Stamp)

_____
Signature

_____
Title

My Appointment Expires: _____

William Shore Memorial Pool District
Payment Ratification and Approval
For the month ending November 30, 2018

WILLIAM SHORE POOL DISTRICT
PAYMENT RATIFICATION AND APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed. I am authorized to approve/ratify/certify payments of the William Shore Pool District on the attached listed claims and the annual budget shall be adjusted if needed reflect these payments.

DATES: November 1, 2018 to November 30, 2018

GENERAL FUND

General Payments	Begin Check #	End Check #	**Total**	
Accts Payable Checks (computer):	8210	8266	$22,405.30	BC
Payroll Checks 11-05	8170	8208	$14,262.39	AB
Payroll Checks 11-20	8231	8265	$13,093.21	CD
Direct Deposit Payroll	DD	DD	$17,723.63	GH
Manual Checks:			$155.00	
Voided/Zero Checks:			$0.00	
Wire Transfer/ACH's			$200,826.82	
Payroll Tax ACH Transfers			$16,497.41	
Total General Fund Payments			**$284,963.76**	

CAPITAL FUND

Capital/Debt Service Payments	Begin Check #	End Check #	**Total**	
Payable Checks (computer):	1033	1035	$5,010.00	F
Manual Checks:			$0.00	
Voided/Zero Payable Checks:			$0.00	
Wire Transfer/ACH's			$49,044.65	
Total General Expenses			**$54,054.65**	

Date of Approval: January 22, 2019

District Treasurer

Executive Director

Commissioner Peach*

Commissioner Minaldi

Commissioner Johnson*

Commissioner Kidd**

Commissioner Meredith**

*Recused from Clallam County Payments

**Recused from City of Port Angeles Payments

William Shore Memorial Pool District
Payment Ratification and Approval
For the month ending December 31, 2018

WILLIAM SHORE POOL DISTRICT
PAYMENT RATIFICATION AND APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed. I am authorized to approve/ratify/certify payments of the William Shore Pool District on the attached listed claims and the annual budget shall be adjusted if needed reflect these payments.

DATES: December 1, 2018 to December 31, 2018

GENERAL FUND

General Payments	Begin Check #	End Check #	**Total**	
Accts Payable Checks (computer):	8303	8390	$17,597.73	BC
Payroll Checks 12-05	8267	8302	$11,820.21	AB
Payroll Checks 12-20	8321	8354	$11,546.68	CD
Direct Deposit Payroll	DD	DD	$18,947.76	GH
Manual Checks:			$589.05	
Voided/Zero Checks:			$0.00	
Wire Transfer/ACH's			$3,617.37	
Payroll Tax ACH Transfers			$9,351.46	
Total General Fund Payments			**$73,470.26**	

CAPITAL FUND

Capital/Debt Service Payments	Begin Check #	End Check #	**Total**	
Payable Checks (computer):	1036	1040	$99,385.52	F
Manual Checks:			$0.00	
Voided/Zero Payable Checks:			$0.00	
Wire Transfer/ACH's			$51,066.67	
Total General Expenses			**$150,452.19**	

Date of Approval: January 22, 2019

District Treasurer

Executive Director

Commissioner Peach*

Commissioner Minaldi

Commissioner Johnson*

Commissioner Kidd**

Commissioner Meredith**

*Recused from Clallam County Payments

**Recused from City of Port Angeles Payments

2a2

William Shore Memorial Pool District

SHORE
AQUATIC CENTER

Renovation and Expansion Project Status Report

January 2019

Critical Path Changes

1. New shut date is May 24, 2019 due to steel and CLT lead time. Length of shut down remains the same at 10 months.
2. Estimates for Horizon Center came back higher than Engineers Estimate so need to do competitive Bid process
3. Have some remaining asbestos, will be remediated just prior to demo under separate contract.
4. Will issue early material bid package for Steel and CLT

Completed Milestones Since Last Report:

1. Design Development (DD) Plans Completed
2. DD Estimate Completed (Still maintaining Budget Goals)
3. Pre Application Meeting with City completed
4. Easement Agreement with adjacent property on 8th St.

Upcoming Milestones:

1. Request for Bid for PBH relocation (3-1)
2. 75% Design Documents and Estimate (3-14)
3. Mini MACC for Steel and CLT material purchase (3-14)
4. Submit for Permitting (3-15)
5. 90% Construction Documents with Estimate (4-4)
6. MACC Negotiations and Contract Agreement (4-5)
7. 100% Construction Documents (5-9)
8. Sub Contract Bidding (5-10)
9. Mobilization (5-28)

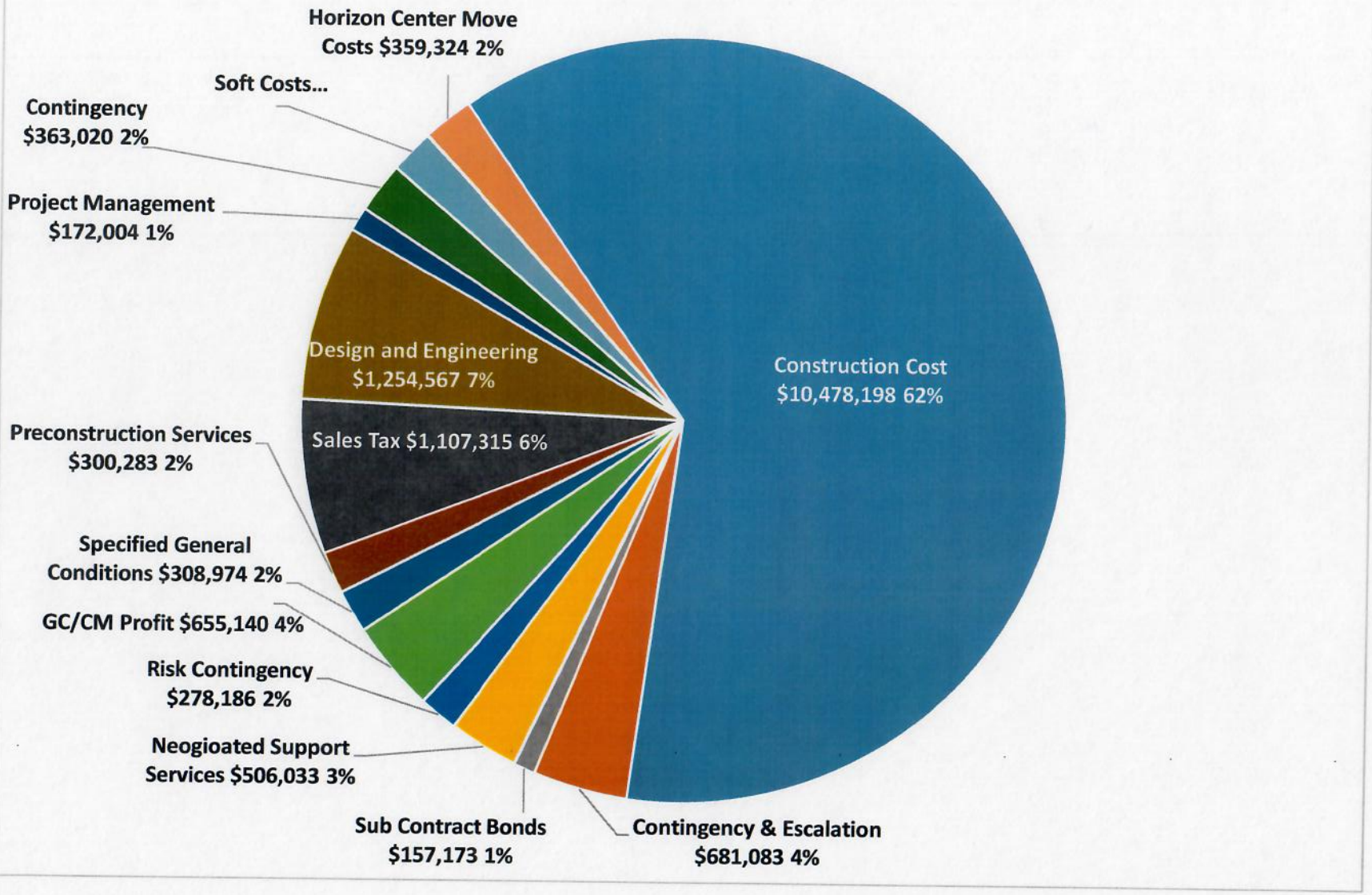
TOTAL PROJECT BUDGET WORKSHEET		
MACC and TCC Worksheet		
CSI#	Description of Bid Package or CSI	Avg Current Estimate
	Construction	$10,478,198
Line	**Subtotal for Direct Subcontract Costs:**	**$10,478,198**
2	Estimating/Design Contingency (% of Line 1):	$523,910
3	Escalation (% a year times years x Line 1):	$157,173
4	Subcontractor Bonds (% of total for Lines 1, 2 and 3):	$157,173
5	**Subtotal for Other Subcontract Costs(Lines 2,3,&4):**	**$838,256**
6	**Total for Subcontract Costs (Add Lines 1&5):**	**$11,316,454**
7	Negotiated Support Services:	$506,033
8	Risk Contingency (% x Line 6):	$278,186
9	**(MACC)(Add Lines 6,7&8):**	**$12,100,673**
10	Percent Fee Percentage (5.5% x MACC):	$655,140
11	Fixed Amount for Specified General Conditions(Fixed Fee):	$308,974
12	**Total Contract Cost (TCC)(Add lines 9,10&11):**	**$13,064,787**
13	Preconstruction Services(Fixed Fee):	$300,283
14	**TCC and Precon Total:**	**$13,365,070**
15	Washington State Sales Tax (WSST):	$1,107,315
	TCC and PreCon with WSST(Add Lines 14&15):	**$14,472,385**
Soft Costs Worksheet		
	Architectural /Engineering(A/E):	$1,254,567
	Construction Contingency(%MACC):	$363,020
	Project Management	$84,749
	GC/CM Consultation	$87,255
	Utility Connection Fees	$19,164
	Testing/Commissioning	$84,364
	Permit Fees	$72,000
	Site Survey	$6,000
	Environmental Assessment/Geotech	$12,400
	Misc. Costs	$1,384
	Bond Issue Costs	$120,633
	Horizon Center Move	$359,324
	Asbestos Removal	
	Furniture/Audio	$25,000
	Benches	
	Landscaping	
	Total Misc.Costs	**$2,489,860**
	TOTAL PROJECT COST	**$16,962,245**
PROJECT FUNDING		
	Cash/Bonds	$12,498,941
	Grants	$4,250,000
	Other	$90,000
	Total Funding Available	**$16,838,941**
	(Over) / Under	**($123,304)**

Statement of Financial Activity	
Project Funding Available	
Bonds/Cash	$12,498,941
Grants	$4,250,000
Other	$90,000
Total Funding	**$16,838,941**
Project Budget	**$16,962,245**
Net Difference(Over)	**($123,304)**
Committed Costs	
Contracts	$2,803,221
Change Orders	$103,973
Non-Contract Purchase Comittments	$219,940
Total Committed Costs	**$3,127,134**

Commitments Paid

Paid on Contracts	$575,712
Paid on Non-Contract Purchases	$219,940
Retainage Held	$0
Total Commitments Paid	**$795,652**

Project Costs Budget $16,937,245



William Shore Memorial Pool District
FINANCIAL STATEMENTS

As of November 30, 2018

McClain, Crouse & Co, PS
22[illegible] W. Eighth Street Port Angeles, WA 98363 360-457-3301 FAX 360-457-7[illegible]
Certified Public Accountants
Charles S. McClain • charlie@[illegible].com
Karen L. Crouse • karen@[illegible].com

Board of Directors
William Shore Memorial Pool District

Management is responsible for the accompanying financial statements of William Shore Memorial Pool District (a nonprofit organization), which comprise the statements of financial position as of November 30, 2018 and 2017, and the related statements of activities for the eleven months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements. The budget comparison is presented for supplementary analysis purposes only. The financial statements showing New Construction transactions are presented for supplementary analysis only.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Organization's financial position and changes in equity. Accordingly these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to William Shore Memorial Pool District.

McClain, Crouse and Co. P.S.
December 15, 2018

William Shore Memorial Pool District
Statements of Financial Position
As of November 30, 2018 and 2017

	Nov 30, 18	Nov 30, 17
ASSETS		
Current Assets		
Checking/Savings		
10000 · County Fund Balance	51,341.59	30,070.02
10100 · Cash in Till	100.00	100.00
10150 · Kitsap Bank		
10200 · Credit Card Processing Account	28,097.35	4,998.17
10400 · Cash in Operating Account	57,065.97	15,287.57
10500 · Money Market Account	220,084.22	125,094.57
Total 10150 · Kitsap Bank	305,247.54	145,380.31
10550 · Construction Funds		
10600 · Kitsap Construction Account	1,403,012.82	0.00
10050 · DADCO - Capital Improve Acct		
10060 · DADCO Accrued Income	27,198.56	0.00
10050 · DADCO - Capital Improve Acct - Other	8,011,717.28	0.00
Total 10050 · DADCO - Capital Improve Acct	8,038,915.84	0.00
Total 10550 · Construction Funds	9,441,928.66	0.00
Total Checking/Savings	9,798,617.79	175,550.33
Accounts Receivable		
11300 · Accounts Receivable	7,597.63	7,078.63
Total Accounts Receivable	7,597.63	7,078.63
Other Current Assets		
11500 · Employee Receivable	0.00	-2,647.93
12001 · Undeposited Funds	4,002.56	1,898.00
12500 · PASD Advance	301.59	301.59
12501 · Tukwila Advance	659.10	659.10
Total Other Current Assets	4,963.25	210.76
Total Current Assets	9,811,178.67	182,839.72
Fixed Assets		
14000 · Land - Investment	80,895.00	80,000.00
15000 · Building and Improvements	1,998,731.72	1,998,731.72
16000 · Equipment	65,653.21	65,653.21
16300 · Construction of Capital Assets		
16305 · Land	86,232.31	0.00
16310 · Project Management Services	82,515.86	0.00
16320 · Architecture and Engineering	426,867.78	40,285.00
16330 · Pre-Construction Services	36,799.02	1,875.00
16340 · Permitting	402.84	0.00
Total 16300 · Construction of Capital Assets	632,817.81	42,160.00
Total Fixed Assets	2,778,097.74	2,186,544.93
Other Assets		
18600 · Bond Expense	57,361.76	7,800.00
Total Other Assets	57,361.76	7,800.00
TOTAL ASSETS	**12,646,638.17**	**2,377,184.65**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20000 · Accounts Payable	114,976.25	17,235.33
Total Accounts Payable	114,976.25	17,235.33

See Accountant's Report

William Shore Memorial Pool District
Statements of Financial Position
As of November 30, 2018 and 2017

	Nov 30, 18	Nov 30, 17
Credit Cards		
21000 · Visa	0.00	2,836.69
Total Credit Cards	0.00	2,836.69
Other Current Liabilities		
22000 · Wages Payable	18,907.35	15,723.85
22500 · Accrued Cafeteria Plan Liab	7,661.79	4,628.01
23000 · Deferred Compensation Liability	1,566.00	1,786.28
24000 · Payroll Liabilities	6,955.19	7,807.04
24500 · Accrued Sales Tax Liability	0.00	942.43
26500 · Uncashed old paychecks	3,427.91	1,935.89
27000 · Kitsap Bank - Line of Credit	50,000.00	0.00
Total Other Current Liabilities	88,518.24	32,823.50
Total Current Liabilities	203,494.49	52,895.52
Long Term Liabilities		
27100 · Pre-existing Debt		
27200 · Kitsap Bank-Auto Loan	8,013.77	13,248.48
27300 · Washington LOCAL I	59,632.50	72,800.11
27310 · Washington LOCAL II	251,377.04	302,175.25
27400 · Kitsap Bank Term Loan	319,222.92	384,088.82
Total 27100 · Pre-existing Debt	638,246.23	772,312.66
28000 · New Constrruction Loans		
28100 · Limited General Obligation Bond	9,665,000.00	0.00
Total 28000 · New Constrruction Loans	9,665,000.00	0.00
25700 · Deferred Premium on Issuance	266,770.10	0.00
Total Long Term Liabilities	10,570,016.33	772,312.66
Total Liabilities	10,773,510.82	825,208.18
Equity		
32000 · Unrestricted Net Assets	1,501,551.78	1,356,081.54
Net Income	371,575.57	195,894.93
Total Equity	1,873,127.35	1,551,976.47
TOTAL LIABILITIES & EQUITY	**12,646,638.17**	**2,377,184.65**

See Accountant's Report

William Shore Memorial Pool District
Statements of Activities
for the eleven months ended November 30, 2018 and 2017

	Jan - Nov 18	Jan - Nov 17
Income		
3111000 · Real and Property Taxes	743,705.04	524,619.92
3172000 · Leasehold Excise Tax	5,345.57	4,315.70
3174000 · Timber Excise Tax	1,418.91	2,823.46
3370759 · Housing Authority PILT	60.99	50.44
3417000 · Merchandise Sales		
3417010 · Vending Revenue	511.28	289.37
3417100 · Merchandise Sales	6,994.90	6,536.42
Total 3417000 · Merchandise Sales	7,506.18	6,825.79
3470000 · Admissions		
3473010 · General Admissions		
3473011 · Pass Sales	65,232.58	64,548.50
3473010 · General Admissions - Other	44,701.73	48,287.52
Total 3473010 · General Admissions	109,934.31	112,836.02
3476035 · Swim Instruction	92,702.68	90,552.76
3476040 · Camps and Special Events	21,199.69	12,083.75
3476045 · Exercise Classes	55,609.96	56,239.50
Total 3470000 · Admissions	279,446.64	271,712.03
3500000 · Daycare Income		
3500010 · After School Care	119,322.82	14,017.50
Total 3500000 · Daycare Income	119,322.82	14,017.50
3620000 · Rental Income		
45030 · Facility Rental		
3624010 · One time use Rental	10,470.00	9,477.30
3625062 · Contracted Rental	38,879.78	32,794.05
Total 45030 · Facility Rental	49,349.78	42,271.35
45040 · Miscellaneous Rental		
3624020 · Equipment Rental	4,101.23	4,703.48
3624030 · Locker Rental	0.00	0.00
Total 45040 · Miscellaneous Rental	4,101.23	4,703.48
Total 3620000 · Rental Income	53,451.01	46,974.83
3625000 · DNR - Other than Timber	433.50	167.71
3670000 · Direct Public Support		
3671100 · Individ, Business Contributions	1,000.00	80.00
43440 · Gifts in Kind - Goods	0.00	79,433.15
Total 3670000 · Direct Public Support	1,000.00	79,513.15
3699000 · Other Miscellaneous Revenue	4,501.95	1,307.90
3951030 · Sale of County Timber	21,710.14	7,265.19
44800 · Indirect Public Support		
44850 · Grant	50,000.00	39,960.00
Total 44800 · Indirect Public Support	50,000.00	39,960.00
48000 Investment Income		
48100 · Interest Income from Operating	36.42	23.93

See Accountant's Report

William Shore Memorial Pool District
Statements of Activities
for the eleven months ended November 30, 2018 and 2017

	Jan - Nov 18	Jan - Nov 17
48200 · Income from Capital Projects		
48210 · Interest Income	53,065.40	0.00
48220 · Dividend Income	1,247.09	0.00
48240 · Unrealized Gains and Losses	12,921.79	0.00
48250 · Investment Expense	-12,602.66	0.00
48200 · Income from Capital Projects - Other	27.46	0.00
Total 48200 · Income from Capital Projects	54,659.08	0.00
Total 48000 · Investment Income	54,695.50	23.93
Total Income	1,342,598.25	999,577.55
Gross Profit	1,342,598.25	999,577.55
Expense		
57620 · Operating Costs		
100001 · Salaries and Wages		
100000 · Regular Time		
100010 · Clerk Services	1,139.25	1,100.00
100020 · Lifeguards	177,563.00	152,036.41
100021 · Spark Squad Personnel Costs		
100024 · Spark Squad Coordinator	33,979.64	4,574.31
100025 · Spark Squad Leaders	48,763.31	9,270.25
100026 · Food Service Workers	5,130.34	0.00
Total 100021 · Spark Squad Personnel Costs	87,873.29	13,844.56
100030 · Instructors	51,999.60	47,511.34
100040 · Head Guards	81,585.08	66,332.88
100050 · Supervisors	97,338.58	87,555.90
100060 · Maintenance	13,980.78	15,561.76
100070 · Executive Director	48,099.00	43,312.50
Total 100000 · Regular Time	559,578.58	427,255.35
100080 · Overtime	0.00	0.00
100090 · Sick/Vacation Pay	4,916.49	218.09
100001 · Salaries and Wages - Other	12.48	0.00
Total 100001 · Salaries and Wages	564,507.55	427,473.44
200000 · Personnel Benefits		
200020 · Federal Payroll Taxes	41,342.64	30,174.64
200032 · Cafeteria Plan	5,365.05	11,001.40
200035 · Health Insurance - Sal Employee	21,584.93	9,828.31
200040 · Unemployment Compensation	4,263.23	3,971.96
200045 · Department of Labor & Industry	12,761.80	13,158.98
Total 200000 · Personnel Benefits	85,317.65	68,135.29
300000 · Supplies		
310000 · Office Supplies		
310010 · Office Supplies	9,067.23	8,241.88
310028 · Computer Supplies	392.69	954.03
Total 310000 · Office Supplies	9,459.92	9,195.91
310050 · Program Supplies and Equipment		
310300 · Exercise Classes	295.81	841.31
310310 · Swim Instruction	2,026.86	196.75
310320 · Camps and Specials Events	1,060.77	234.64

See Accountant's Report

William Shore Memorial Pool District
Statements of Activities
for the eleven months ended November 30, 2018 and 2017

	Jan - Nov 18	Jan - Nov 17
310330 · After School Program		
310340 · Program/Office Supplies	6,956.28	0.00
310350 · Food Service Supplies	11,870.62	0.00
310360 · Field Trips	115.50	0.00
310370 · Transportation	216.54	0.00
310330 · After School Program - Other	0.00	3,227.07
Total 310330 · After School Program	19,158.94	3,227.07
310400 · Summer Camp Program		
310440 · Program/Office Supplies	59.91	0.00
310470 · Transportation	4,214.05	0.00
Total 310400 · Summer Camp Program	4,273.96	0.00
Total 310050 · Program Supplies and Equipment	26,816.34	4,499.77
310100 · Maintenance Supplies and Repair		
310026 · Uniforms and Clothing	893.80	1,567.98
310030 · Pool Chemicals	10,806.38	12,331.33
310035 · Cleaning & Janitorial Supplies	7,596.45	5,992.21
310056 · Lifeguard supplies & equipment	4,344.55	3,021.02
310135 · Maintenance Supplies	5,416.19	3,461.91
Total 310100 · Maintenance Supplies and Repair	29,057.37	26,374.45
340035 · Items for Resale	3,368.54	4,846.55
350010 · Small Tools and Minor Equipment	1,315.60	1,941.20
Total 300000 · Supplies	70,017.77	46,857.88
4000000 · Charges for Services		
410020 · Professional Services		
410010 · Bank charges	770.05	248.26
410013 · Network/Computer Service	1,689.14	4,831.95
410030 · Transaction Services (Rec1)	2,719.12	2,996.30
410041 · Accounting Services	14,100.00	13,950.00
410071 · Legal Services	10,784.50	3,972.50
Total 410020 · Professional Services	30,062.81	25,999.01
420000 · Communications		
420010 · Telephone	5,962.50	3,435.66
420020 · Postage, Mailing Service	191.40	2,245.84
420023 · Website and Internet	963.10	1,043.17
Total 420000 · Communications	7,117.00	6,724.67
430000 · Travel		
430010 · Conference, Convention, Meeting	3,415.88	4,056.25
430015 · Travel Allowance	2,805.76	0.00
430020 · Training	2,118.61	1,747.80
Total 430000 · Travel	8,340.25	5,804.05
440010 · Advertising	897.48	1,808.40
450000 · Operating Rentals and Leases		
450030 · Office Equipment Leases/Rents	1,847.70	1,843.71
Total 450000 · Operating Rentals and Leases	1,847.70	1,843.71
460030 · Insurance-Property & Liability	21,788.00	19,630.00
470090 · Utilities	108,916.73	94,314.69
480000 · Repair and Maint-Contracted		
480010 · Building-Repair and Maintenance	6,542.22	43,858.13
480040 · Equipment-Repair & Maintenance	2,908.90	905.29
Total 480000 · Repair and Maint-Contracted	9,451.12	44,763.42

See Accountant's Report

William Shore Memorial Pool District
Statements of Activities
for the eleven months ended November 30, 2018 and 2017

	Jan - Nov 18	Jan - Nov 17
49000 · Miscellaneous Expense		
490031 · Print and Copying Service	1,985.76	1,188.51
490040 · Memberships and Dues	5,174.68	2,891.60
490041 · Subscriptions	0.00	207.96
490090 · Credit Card Charges	10,821.67	8,623.90
66900 · Reconciliation Discrepancies	-5.00	0.00
49000 · Miscellaneous Expense - Other	4,159.55	0.00
Total 49000 · Miscellaneous Expense	22,136.66	12,911.97
500000 · Intergovernmental Services		
510005 · State Auditor	0.00	2,187.85
530040 · State Sales and B & O Tax	9,380.33	9,972.04
530050 · External Taxes/Operating Assess	432.50	16.75
530070 · Clallam County Treas - Prop Tax	454.75	429.92
Total 500000 · Intergovernmental Services	10,267.58	12,606.56
Total 4000000 · Charges for Services	220,825.33	226,406.48
Total 57620 · Operating Costs	940,668.30	768,873.09
5850000 · Nonoperational Expenses		
66000 · Amortization Expense	390.00	0.00
830020 · Interest Expense	29,964.38	34,809.53
Total 5850000 · Nonoperational Expenses	30,354.38	34,809.53
Total Expense	971,022.68	803,682.62
Net Income	**371,575.57**	**195,894.93**

See Accountant's Report

William Shore Memorial Pool District
Budget Analysis
For the month ending November 30, 2018

William Shore Memorial Pool District
Statement of Revenue and Expense and Budget
for the month ending November 30, 2018

	Nov 18	Budget	Jan - Nov 18	YTD Budget	Annual Budget
Income					
3111000 · Real and Property Taxes	39,986.68	20,000.00	743,705.04	730,000.00	750,000.00
3111010 · Delinquentl Property Tax	0.00	520.83	0.00	5,729.17	6,250.00
3172000 · Leasehold Excise Tax	0.00		5,345.57		
3174000 · Timber Excise Tax	0.00	295.83	1,418.91	3,254.17	3,550.00
3370759 · Housing Authority PILT	0.00		60.99		
3417000 · Merchandise Sales					
3417010 · Vending Revenue	42.86	25.00	511.28	275.00	300.00
3417100 · Merchandise Sales	558.75	625.00	6,994.90	6,875.00	7,500.00
Total 3417000 · Merchandise Sales	601.61	650.00	7,506.18	7,150.00	7,800.00
3470000 · Admissions					
3473010 · General Admissions					
3473011 · Pass Sales	7,550.25	6,166.67	65,232.58	67,833.33	74,000.00
3473010 · General Admissions - Other	2,896.00	4,500.00	44,701.73	49,500.00	54,000.00
Total 3473010 · General Admissions	10,446.25	10,666.67	109,934.31	117,333.33	128,000.00
3476035 · Swim Instruction	7,103.90	8,208.33	92,702.68	90,291.67	98,500.00
3476040 · Camps and Special Events	1,457.00	1,125.00	21,199.69	12,375.00	13,500.00
3476045 · Exercise Classes	5,139.93	5,416.67	55,609.96	59,583.33	65,000.00
Total 3470000 · Admissions	24,147.08	25,416.67	279,446.64	279,583.33	305,000.00
3500000 · Daycare Income					
3500010 · After School Care	6,318.50	12,000.00	119,322.82	132,000.00	144,000.00
Total 3500000 · Daycare Income	6,318.50	12,000.00	119,322.82	132,000.00	144,000.00
3620000 · Rental Income					
45030 · Facility Rental					
3624010 · One time use Rental	675.00	916.67	10,470.00	10,083.33	11,000.00
3625062 · Contracted Rental	2,621.83	2,916.67	38,879.78	32,083.33	35,000.00
Total 45030 · Facility Rental	3,296.83	3,833.34	49,349.78	42,166.66	46,000.00
45040 · Miscellaneous Rental					
3624020 · Equipment Rental	215.32	433.33	4,101.23	4,766.67	5,200.00
Total 45040 · Miscellaneous Rental	215.32	433.33	4,101.23	4,766.67	5,200.00
Total 3620000 · Rental Income	3,512.15	4,266.67	53,451.01	46,933.33	51,200.00
3625000 · DNR - Other than Timber	0.00		433.50		
3670000 · Direct Public Support					
3671100 · Individ, Business Contributions	0.00		1,000.00		
Total 3670000 · Direct Public Support	0.00		1,000.00		

See Accountant's Report

William Shore Memorial Pool District
Statement of Revenue and Expense and Budget
for the month ending November 30, 2018

	Nov 18	Budget	Jan - Nov 18	YTD Budget	Annual Budget
3699000 · Other Miscellaneous Revenue	249.00	41.67	4,501.95	458.33	500.00
3951030 · Sale of County Timber	11,354.52	2,500.00	21,710.14	27,500.00	30,000.00
44800 · Indirect Public Support					
44850 · Grant	0.00		50,000.00		
Total 44800 · Indirect Public Support	0.00		50,000.00		
48000 · Investment Income					
48100 · Interest Income from Operating	0.39		36.42		
48200 · Income from Capital Projects					
48210 · Interest Income	11,342.21		53,065.40		
48220 · Dividend Income	0.00		1,247.09		
48240 · Unrealized Gains and Losses	8,096.04		12,921.79		
48250 · Investment Expense	0.00		-12,602.66		
48200 · Income from Capital Projects - Other	27.46		27.46		
Total 48200 · Income from Capital Projects	19,465.71		54,659.08		
Total 48000 · Investment Income	19,466.10		54,695.50		
Total Income	105,635.64	65,691.67	1,342,598.25	1,232,608.33	1,298,300.00
Gross Profit	105,635.64	65,691.67	1,342,598.25	1,232,608.33	1,298,300.00
Expense					
57620 · Operating Costs					
100001 · Salaries and Wages					
100000 · Regular Time					
100010 · Clerk Services	108.50	125.00	1,139.25	1,375.00	1,500.00
100020 · Lifeguards	14,412.92	14,166.67	177,563.00	155,833.33	170,000.00
100021 · Spark Squad Personnel Costs					
100024 · Spark Squad Coordinator	4,914.98	1,800.00	33,979.64	19,800.00	21,600.00
100025 · Spark Squad Leaders	2,625.44	1,000.00	48,763.31	11,000.00	12,000.00
100026 · Food Service Workers	30.00		5,130.34		
Total 100021 · Spark Squad Personnel Costs	7,570.42	2,800.00	87,873.29	30,800.00	33,600.00
100030 · Instructors	4,703.92	5,000.00	51,999.60	55,000.00	60,000.00
100040 · Head Guards	7,064.71	6,083.33	81,585.08	66,916.67	73,000.00
100050 · Supervisors	13,895.78	8,750.00	97,338.58	96,250.00	105,000.00
100060 · Maintenance	1,262.43	1,500.00	13,980.78	16,500.00	18,000.00
100070 · Executive Director	0.00	3,937.50	48,099.00	43,312.50	47,250.00
Total 100000 · Regular Time	49,018.68	42,362.50	559,578.58	465,987.50	508,350.00

See Accountant's Report

William Shore Memorial Pool District
Statement of Revenue and Expense and Budget
for the month ending November 30, 2018

	Nov 18	Budget	Jan - Nov 18	YTD Budget	Annual Budget
100090 · Sick/Vacation Pay	368.08	250.00	4,916.49	2,750.00	3,000.00
100001 · Salaries and Wages - Other	12.48		12.48		
Total 100001 · Salaries and Wages	49,399.24	42,612.50	564,507.55	468,737.50	511,350.00
200000 · Personnel Benefits					
200020 · Federal Payroll Taxes	3,621.91		41,342.64		
200032 · Cafeteria Plan	555.15		5,365.05		
200035 · Health Insurance - Sal Employee	0.00		21,584.93		
200040 · Unemployment Compensation	277.51		4,263.23		
200045 · Department of Labor & Industry	952.12		12,761.80		
200000 · Personnel Benefits - Other	0.00	7,041.67	0.00	77,458.33	84,500.00
Total 200000 · Personnel Benefits	5,406.69	7,041.67	85,317.65	77,458.33	84,500.00
300000 · Supplies					
310000 · Office Supplies					
310010 · Office Supplies	190.07	750.00	9,067.23	8,250.00	9,000.00
310028 · Computer Supplies	89.00	166.67	392.69	1,833.33	2,000.00
Total 310000 · Office Supplies	279.07	916.67	9,459.92	10,083.33	11,000.00
310050 · Program Supplies and Equipment					
310300 · Exercise Classes	0.00	83.33	295.81	916.67	1,000.00
310310 · Swim Instruction	0.00	83.33	2,026.86	916.67	1,000.00
310320 · Camps and Specials Events	0.00	41.67	1,060.77	458.33	500.00
310330 · After School Program					
310340 · Program/Office Supplies	0.00		6,956.28		
310350 · Food Service Supplies	0.00		11,870.62		
310360 · Field Trips	0.00		115.50		
310370 · Transportation	144.27		216.54		
310330 · After School Program - Other	0.00	1,100.00	0.00	12,100.00	13,200.00
Total 310330 · After School Program	144.27	1,100.00	19,158.94	12,100.00	13,200.00
310400 · Summer Camp Program					
310440 · Program/Office Supplies	0.00		59.91		
310470 · Transportation	0.00		4,214.05		
Total 310400 · Summer Camp Program	0.00		4,273.96		
Total 310050 · Program Supplies and Equipment	144.27	1,308.33	26,816.34	14,391.67	15,700.00

See Accountant's Report

William Shore Memorial Pool District
Statement of Revenue and Expense and Budget
for the month ending November 30, 2018

	Nov 18	Budget	Jan - Nov 18	YTD Budget	Annual Budget
310100 · Maintenance Supplies and Repair					
310026 · Uniforms and Clothing	0.00	166.67	893.80	1,833.33	2,000.00
310030 · Pool Chemicals	1,019.18	1,000.00	10,806.38	11,000.00	12,000.00
310035 · Cleaning & Janitorial Supplies	593.68	500.00	7,596.45	5,500.00	6,000.00
310056 · Lifeguard supplies & equipment	0.00	291.67	4,344.55	3,208.33	3,500.00
310135 · Maintenance Supplies	129.20	291.67	5,416.19	3,208.33	3,500.00
Total 310100 · Maintenance Supplies and Repair	1,742.06	2,250.01	29,057.37	24,749.99	27,000.00
340035 · Items for Resale	0.00	416.67	3,368.54	4,583.33	5,000.00
350010 · Small Tools and Minor Equipment	209.39	125.00	1,315.60	1,375.00	1,500.00
Total 300000 · Supplies	2,374.79	5,016.68	70,017.77	55,183.32	60,200.00
4000000 · Charges for Services					
410020 · Professional Services					
410010 · Bank charges	5.95		770.05		
410013 · Network/Computer Service	105.00	300.00	1,689.14	3,300.00	3,600.00
410030 · Transaction Services (Rec1)	0.00	250.00	2,719.12	2,750.00	3,000.00
410041 · Accounting Services	0.00	1,300.00	14,100.00	14,300.00	15,600.00
410071 · Legal Services	0.00	291.66	10,784.50	3,208.33	3,500.00
410020 · Professional Services - Other	0.00	125.00	0.00	1,375.00	1,500.00
Total 410020 · Professional Services	110.95	2,266.66	30,062.81	24,933.33	27,200.00
420000 · Communications					
420010 · Telephone	509.31	291.67	5,962.50	3,208.33	3,500.00
420020 · Postage, Mailing Service	0.00	41.67	191.40	458.33	500.00
420023 · Website and Internet	35.00	125.00	963.10	1,375.00	1,500.00
Total 420000 · Communications	544.31	458.34	7,117.00	5,041.66	5,500.00
430000 · Travel					
430010 · Conference, Convention, Meeting	0.00	416.67	3,415.88	4,583.33	5,000.00
430015 · Travel Allowance	0.00	200.00	2,805.76	2,200.00	2,400.00
430020 · Training	0.00	125.00	2,118.61	1,375.00	1,500.00
Total 430000 · Travel	0.00	741.67	8,340.25	8,158.33	8,900.00
440010 · Advertising	15.95	41.67	697.48	458.33	500.00
450000 · Operating Rentals and Leases					
450030 · Office Equipment Leases/Rents	168.07	166.67	1,847.70	1,833.33	2,000.00
Total 450000 · Operating Rentals and Leases	168.07	166.67	1,847.70	1,833.33	2,000.00
460030 · Insurance-Property & Liability	200.00	0.00	21,788.00	22,500.00	22,500.00
470090 · Utilities	8,362.17	9,166.67	108,916.73	100,833.33	110,000.00

See Accountant's Report

William Shore Memorial Pool District
Statement of Revenue and Expense and Budget
for the month ending November 30, 2018

	Nov 18	Budget	Jan - Nov 18	YTD Budget	Annual Budget
480000 · Repair and Maint-Contracted					
480010 · Building-Repair and Maintenance	329.30	1,958.33	6,542.22	21,541.67	23,500.00
480040 · Equipment-Repair & Maintenance	216.80	125.00	2,908.90	1,375.00	1,500.00
Total 480000 · Repair and Maint-Contracted	546.10	2,083.33	9,451.12	22,916.67	25,000.00
49000 · Miscellaneous Expense					
490031 · Print and Copying Service	142.09	41.67	1,985.76	458.33	500.00
490040 · Memberships and Dues	0.00	250.00	5,174.68	2,750.00	3,000.00
490090 · Credit Card Charges	-1,081.10	750.00	10,821.67	8,250.00	9,000.00
66900 · Reconciliation Discrepancies	0.00		-5.00		
49000 · Miscellaneous Expense - Other	4,159.55		4,159.55		
Total 49000 · Miscellaneous Expense	3,220.54	1,041.67	22,136.66	11,458.33	12,500.00
500000 · Intergovernmental Services					
530040 · State Sales and B & O Tax	0.00	1,041.67	9,380.33	11,458.33	12,500.00
530050 · External Taxes/Operating Assess	0.00		432.50		
530070 · Clallam County Treas - Prop Tax	0.00	0.00	454.75	450.00	450.00
Total 500000 · Intergovernmental Services	0.00	1,041.67	10,267.58	11,908.33	12,950.00
Total 4000000 · Charges for Services	13,168.09	17,008.35	220,825.33	210,041.64	227,050.00
Total 57620 · Operating Costs	70,348.81	71,679.20	940,668.30	811,420.79	883,100.00
5850000 · Nonoperational Expenses					
66000 · Amortization Expense	0.00		390.00		
830020 · Interest Expense	13,716.51	14,777.00	29,964.38	29,555.00	29,555.00
Total 5850000 · Nonoperational Expenses	13,716.51	14,777.00	30,354.38	29,555.00	29,555.00
Total Expense	84,065.32	86,456.20	971,022.68	840,975.79	912,655.00
Net Income	**21,570.32**	**-20,764.53**	**371,575.57**	**391,632.54**	**385,645.00**

See Accountant's Report