

## **AGENDA**

### **WILLIAM SHORE MEMORIAL POOL DISTRICT BOARD of COMMISSIONERS**

Clallam County Courthouse, Room 160

Port Angeles, Washington

**SEPTEMBER 24, 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 MODIFICATIONS/APPROVAL OF AGENDA**

### **PUBLIC COMMENT – Agenda Items Only**

### **ACTION ITEMS**

- 1a Minutes of August 27, 2019
- 1b Ratification of the August 1-31<sup>st</sup> bill payments in the amount of \$69,024.33
- 1c IFC for Resolution 04-2019. A Resolution to Issue \$6,800,000 in Park Revenue Bonds (Resolution Attachment)
- 1d IFC for Acceptance of \$823,200 appropriation from the 2019 Washington State Capital Budget (Contract Attachment)
- 1e IFC for Project Status for Expansion and Renovation Project: September 2019 (Attachments)
- 1f IFC for Use of Contingency Funds to Upgrade Natatorium Air Handler (AHU-2)
- 1g IFC for Purchase of Van for SPARK Squad Program

### **ITEMS FOR DISCUSSION**

- 2a Executive Director Report
- 2b Financial Report
- 2c Staff Report
- 2d Advisory Committee Report

### **PUBLIC COMMENT**

### **NEXT MEETING DATE**

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

### **ADJOURNMENT**

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## MINUTES

### WILLIAM SHORE MEMORIAL POOL DISTRICT BOARD of COMMISSIONERS

Clallam County Courthouse, Room 160

Port Angeles, Washington

AUGUST 27, 2019

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 Manildi, Peach, Johnson, and Merideth.

### REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

**ACTION TAKEN:** CRJm to approve agenda, CBPs, mc

### PUBLIC COMMENT – Agenda Items Only

None

### ACTION ITEMS

- 1a Special Minutes of July 3, 2019  
**ACTION TAKEN:** CRJm to approve, CAMs, mc
- 1b Special Minutes of July 5, 2019  
**ACTION TAKEN:** CRJm to approve, CBPs, mc
- 1c Minutes of July 23, 2019  
**ACTION TAKEN:** CRJm to approve, CBPs, mc
- 1d Resolution 4-2019. A Resolution to issue \$6,800,000 in Park Revenue Bonds  
Steve Burke and the board discussed the process of issuing these bonds. Steve will provide a narrative and spreadsheet to keep board updated.  
**ACTION TAKEN:** Tabled until September meeting.

### ITEMS FOR DISCUSSION

- 2a Executive Director Report
  - 1. Construction Update – Steve Burke shared that they are currently on schedule. They are approximately 80% through the highest risk potential for this phase in the project with no substantial or unexpected discoveries. Last week, part of Lincoln Street was shut down in order to connect into Storm Water.

A discussion between Steve and the board took place regarding the budget status, why/when to access the contingency fund, as well as the potential for add-on design options.

Steve Burke explained the \$79,000 Storm Water connection fee is due to the City not being able to offer a credit for this service as they initially believed. However, the City may be able to reimburse them for improvements done on city owned property, such as sidewalks and waterlines.

2. Cash Flow Report - Steve Burke shared with the board that he and Stan Creasey generated an analysis of cash flow and determined while closed they are still accruing cash, although not significant.

2b Financial Report  
None

2c Staff Report  
Jessica Compton shared the following:

- Last week of SPARK's summer camp
- After school program starts next week – currently have 60 kids enrolled and a waiting list.
- Summer Food program ends this week
- Summer Walk Series was a success!
- Community Events passing out free tokens and free swim lessons, spreading the word about the pool expansion project.
- Website is being updated.

2d Advisory Committee Report  
Greg Shield, 537 W. 7<sup>th</sup> Street – shared that the Advisory Committee met for a walk through of the construction zone and things seem to be moving along nicely.

#### **PUBLIC COMMENT**

Drew Quesnel, 513 Broads Road – had questions and concerns pertaining to the texture of walls mentioned during Steve Burke's report. Steve Burke explained that the pool currently has an epoxy paint, which over time can cause the chipped pieces Drew is referring to. They are completely resurfacing those areas and replacing with plaster, which will create a much smoother texture. She also wanted to know the depth of the shallow pool, which Steve answered would be 3 to 4 1/2 feet.

#### **NEXT MEETING DATE**

The next WSMPD meeting will be held on September 24, 2019 at 3:00 p.m. in the Clallam County Commissioners Board Room, Room 160.

#### **ADJOURNMENT**

Cherie Kidd adjourned the meeting at 4:01 p.m.

PASSED AND ADOPTED this twenty-fourth of September, 2019

William Shore Memorial Pool District Commissioners

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Cherie Kidd, President

ATTEST;

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Rachelle Sires, Clerk

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William Shore Memorial Pool District  
Payment Ratification and Approval  
For the month ending August 31, 2019



**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: August 1, 2019 to August 31, 2019

**GENERAL FUND**

General Payments	Begin Check #	End Check #	
Accts Payable Checks (computer):	8912	8925	\$6,374.33 AB
Payroll Checks 8-05	8900	8911	\$7,769.05 AB
Payroll Checks 8-20	8926	8939	\$6,618.84 AB
Direct Deposit Payroll	DD	DD	\$13,061.54 GH
Manual Check	8898	8942	\$2,161.33
Wire Transfer/ACH's			\$2,136.43
Payroll Tax ACH Transfers			\$7,112.44

**CAPITAL FUND**

Capital/Debt Service Payments	Begin Check #	End Check #	
Payable Checks (computer):	1009	1011	\$23,625.64 F
Manual Checks:			\$149.73
Wire Transfer/ACH's			\$15.00

Total Disbursements \$69,024.33

Date of Approval: September 24, 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



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**Shore Metro Park District**  
225 E 5<sup>th</sup> St. Port Angeles, WA 98362 – Tel. 360-417-9767  
[www.williamshorepool.org](http://www.williamshorepool.org)

## **Item for Consideration by the Board of Commissioners**

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**Agenda Item:** \_\_\_\_\_

**Date:** 9-24-19

**From:** Steven Burke, Executive Director

**Subject:** Resolution 04-2019. A Resolution to Issue \$6,800,000 in Park Revenue Bonds

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1. **Summary:** To fund the Expansion and Renovation of the Shore Aquatic Center, debt financing is required. On 6-9-2018, the district issued 9,998,000 of General Obligation Bonds. The District can only issue \$10,000,000 in tax free general obligation bonds per calendar year. The remaining amount of debt financing was to be issued during the project once overall costs were determined. Costs have now been determined resulting in needing \$6,800,000 in additional debt financing. This resolution (04-2019) will authorize the Executive Director to begin the process of working with bond council and the Bond underwriter to prepare the necessary documents for the Commission to approve at future commission meeting.
2. **RCW/Policy Requirements:** RCW 35.61.115 gives the District's Board of Commissioners, as the legislative authority, the authority to issue of Park Revenue Bonds in compliance with RCW 39.46
3. **Background/Analysis:** The debt issue was anticipated and included in the project budget
4. **Financial Impact: The financial impact of this debt issue is as follows**
  - a. Debt Amount: \$6,800,000
  - b. Anticipated date of Issue/Funding: Early 2020
  - c. Term: 25 Years with no penalty of early pay out
  - d. Interest Rate: 3.12%
  - e. Annual Payments: \$421,604
  - f. First Payment Date: December 1, 2020.
  - g. Estimated Effect on Levy Rate for 2020: \$0.11
  - h. Remaining Debt Capacity: \$1,800,000
5. **Environmental Impact:** None
6. **Recommended Action:** A **motion** to approve Resolution 04-2019, a resolution to issue \$6,800,000 in Park Revenue Bonds.

# **Shore Metropolitan Park District**

225 E. 5<sup>th</sup> St.  
Port Angeles, WA 98362  
360-417-9767

## **COMMISSIONERS**

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

## **RESOLUTION 4-2019**

**A RESOLUTION authorizing the issuance of \$6,800,000.00 of Park Revenue Bonds for the Expansion and Renovation of the Shore Aquatic Center**

### **RECITALS**

1. The Shore Metropolitan Park District (the "District"), is a duly organized and legally existing metropolitan park district organized under Chapter 35.61 RCW, and a "municipal corporation" of the State of Washington, incorporated pursuant to an approving vote of its residents on May 19, 2009 and certified on June 3, 2009. The District is located entirely within the County and is governed by a Board of District Commissioners (the "Board").
2. The Board deems it to be in the best interests of the District that the following actions be taken by the Commissioners pursuant to this Resolution;

**NOW, THEREFORE, BE IT RESOLVED** that, pursuant to applicable law, the undersigned, being all of the Commissioners of the District hereby consent to, approve, and adopt the following:

1. The Executive Director is hereby directed to issue a Park Revenue Bond in the amount not to exceed \$6,800,000.00 for the final financing required to complete the expansion and renovation of the Shore Aquatic Center.
2. The Executive Director is directed to contract with DA Davidson for Bond Underwriting services for the bond issuance
3. The Executive Director is directed to contract with Foster Pepper to serve as Bond Council for the bond issuance.
4. The timing of the bond issuance can take place at the discretion of the Executive Director and the Bond Underwriter to take advantage of falling interest rates.

ADOPTED by the Board of the Shore Metropolitan Park District at a regular meeting on the date below. This resolution shall be in full force and effect after its adoption.

PASSED AND ADOPTED this 24 day of September 2019

DISTRICT BOARD OF COMMISSIONERS

ATTEST:

\_\_\_\_\_  
Rachelle Sires, Clerk

\_\_\_\_\_  
Cherie Kidd, President

Approved as of Form: CM  
Craig Miller, District Council



1d

**Shore Metro Park District**  
225 E 5<sup>th</sup> St. Port Angeles, WA 98362 – Tel. 360-417-9767  
[www.williamshorepool.org](http://www.williamshorepool.org)

## **Item for Consideration by the Board of Commissioners**

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**Agenda Item:** \_\_\_\_\_

**Date:** 9-24-19

**From:** Steven Burke, Executive Director

**Subject:** Acceptance of \$823,200 appropriation from the 2019 Washington State Capital Budget

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1. **Summary:** In the 2019 Capital Budget, the District secured a Capital Budget appropriation in the amount of 823,200. The appropriation is managed by the WA Dept of Commerce and requires the District to sign the attached acceptance contract between the Dept of Commerce and the Shore Metro Park District.
2. **RCW/Policy Requirements:** RCW 35.61 is silent on the level of authority to receive grant or appropriations. The District Finance Policy 140 requires the Board of Commissioner's to approve any acceptance of grants. Since RCW and District Policy does not specifically address acceptance of appropriations, we feel it is prudent for the legislative authority to approve the acceptance of this appropriation from the state capital budget.
3. **Background/Analysis:** In 2018, the District approved a similar appropriation from the capital budget in the amount of \$1,455,000. The acceptance contract has not changed and has been reviewed by District Council. The contract is reimbursement based so the District will be required to pay the expenditure and then apply for reimbursement. The total amount of State Capital Budget appropriations, including this appropriation is \$2,278,200. The Chairman of the Capital Budget Committee, Rep. Steve Tharinger, has indicted we should receive an additional \$800,000 in the 2020 capital budget. Since we have no guarantee of future appropriations, it has not been accounted for in the project budget.
4. **Financial Impact:** The appropriation has been anticipated and is already part of the District's Expansion and Renovation Budget.
5. **Environmental Impact:** None
6. **Recommended Action:** A motion to approve the Executive Director to sign any and all documents related to the acceptance of \$823,200 from the 2019 Washington State Capital Budget.



# Department of Commerce

**Grant to**

William Shore Memorial Pool District

through

The 2020 Local and Community Projects Program

**For**

William Shore Memorial Pool (Port Angeles) – Funds will be used for the renovation and expansion of the facility.

**Start date:**

May 21, 2019

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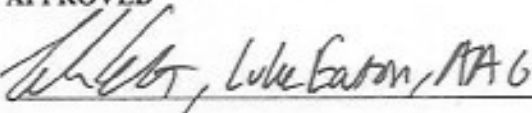
Attachment A, Scope of Work; Attachment B, Budget; Attachment C, Availability of Funds;  
Attachment D Certification of Prevailing Wages; Attachment E, Certification of LEED



# FACE SHEET

Grant Number: 20-96627-296

## Washington State Department of Commerce Local Government Division Community Capital Facilities Unit

<b>1. GRANTEE</b>  William Shore Memorial Pool District 225 E 5th St Port Angeles, Washington 98362		<b>2. GRANTEE Doing Business As (optional)</b>	
<b>3. Grantee Representative</b>  Steven Burke Executive Director (360) 460-3526  sburke@williamshorepool.org		<b>4. COMMERCE Representative</b>  Sheryl Reed Project Manager (360) 725-3074 Fax 360-586-5880 sheryl.reed@commerce.wa.gov  P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
<b>5. Grant Amount</b> \$823,200.00	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> 5/21/2019	<b>8. End Date</b> 6/30/2023
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency</b> N/A  <b>CFDA Number</b> N/A	
<b>10. Tax ID #</b> 27-0992813	<b>11. SWV #</b> 0007712-00	<b>12. UBI #</b> 603-023-028	<b>13. DUNS #</b> N/A
<b>14. Grant Purpose</b>  The outcome of this performance-based contract is the renovation and expansion of the William Shore Memorial Pool as referenced in Attachment A – Scope of Work.  COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “E” – Certification of Intent to Enter LEED process.			
<b>FOR GRANTEE</b>  _____ Steven Burke, Executive Director  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director  _____ Date  <b>APPROVED</b>  8.19.19 _____ Date	

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

THIS CONTRACT, entered into by and between the William Shore Memorial Pool District (a nonprofit corporation hereinafter referred to as the GRANTEE), and the Washington State Department of Commerce (hereinafter referred to as COMMERCE), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2019, Chapter 413, Section 1042, made an appropriation to support the 2020 Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

**1. GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant.

**2. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$823,200.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

**3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES**

A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this contract.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.



**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii) In-kind contributions, subject to COMMERCE'S approval.

- B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE'S review upon reasonable request.

**4. PREVAILING WAGE LAW**

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

**5. DOCUMENTATION AND SECURITY**

The provisions of this section shall apply to capital projects performed by nonprofit organizations that involve the expenditure of over \$500,000 in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

- A. Deed of Trust. This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.
- B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES**

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- a. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- b. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

**7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

The GRANTEE may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures in the following cost categories:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
  - Site preparation and improvements;
  - Permits and fees;
  - Labor and materials;
  - Taxes on Project goods and services;
  - Capitalized equipment;
  - Information technology infrastructure; and
  - Landscaping.

**8. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the GRANTEE for one hundred percent (100%) of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 18, hereof.

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

**9. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**10. INSURANCE**

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.



**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. The GRANTEE shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

**GRANTEES and Local Governments that Participate in a Self-Insurance Program.**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

**11. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work

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- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

**12. REDUCTION IN FUNDS**

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

**13. OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

**14. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY**

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this contract, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 26 (Recapture provision).

**15. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE**

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture Provision).



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**16. MODIFICATION TO THE PROJECT BUDGET**

- A. Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

**17. SIGNAGE, MARKERS AND PUBLICATIONS**

If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

**18. HISTORICAL AND CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 05-05, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources s discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 05-05, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the

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Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

**19. REAPPROPRIATION**

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2019 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

**20. TERMINATION FOR FRAUD OR MISREPRESENTATION**

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

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**1. DEFINITIONS**

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- H. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

**2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

**3. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

**4. ALL WRITINGS CONTAINED HEREIN**

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

**5. AMENDMENTS**

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

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**6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**7. ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

**8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

**9. AUDIT**

**A. General Requirements**

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

**B. State Funds Requirements**

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

**C. Documentation Requirements**

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov) or a hard copy to:

Department of Commerce  
ATTN: Audit Review and Resolution Office  
1011 Plum Street SE  
PO Box 42525  
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

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- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

**10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
  2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
  3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**11. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.



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Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Any person identified by the CONTRACTOR and their subcontractors(s) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

**12. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

**13. DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Contract number; and

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- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**14. DUPLICATE PAYMENT**

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

**15. GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**16. INDEMNIFICATION**

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**17. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

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**18. INDUSTRIAL INSURANCE COVERAGE**

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

**19. LAWS**

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

**20. LICENSING, ACCREDITATION AND REGISTRATION**

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**21. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

**22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**23. PAY EQUITY**

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.



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(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

**24. POLITICAL ACTIVITIES**

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**25. PUBLICITY**

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**26. RECAPTURE**

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

**27. RECORDS MAINTENANCE**

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**28. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

**29. RIGHT OF INSPECTION**

The GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

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**30. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

**31. SEVERABILITY**

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

**32. SITE SECURITY**

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**33. SUBGRANTING/SUBCONTRACTING**

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

**34. SURVIVAL**

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

**35. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

**36. TERMINATION FOR CAUSE**

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

**37. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

**38. TERMINATION PROCEDURES**

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AUTHORIZED REPRESENTATIVE shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

**39. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

**40. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

### Scope of Work

These funds will be used for the renovation and expansion of the William Shore Memorial Pool located at 225/205 East 5th St. in Port Angeles. This includes but is not limited to a new entrance and locker rooms located on the West side of the facility, new activity pool and wellness pool, spa, after school care facility and new parking spaces.

The facility will be used for health, wellness, recreation and provide child care.

The estimated date of completion is June 2020.

All project work completed with prior legislative approval. The "Copyright Provisions", Section 12 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

### CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**Budget**

<b>Line Item</b>	<b>Amount</b>
Architecture & Engineering	\$1,226,883.00
Site Acquisition	\$500,000.00
Construction	\$16,962,468.00
Capitalized Equipment	\$0.00
Construction Management	\$172,635.00
Other-Permits, Testing, Surveys, Connection Fees	\$397,156.00
<b>Total Contracted Amount:</b>	<b>\$19,259,142.00</b>

**CERTIFICATION PERFORMANCE MEASURE**

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



**Certification of the Availability of Funds to Complete the Project**

<b>Non-State Funds</b>	<b>Amount</b>	<b>Total</b>
LWCF Grant	\$500,000.00	
CDBG	\$750,000.00	
General Obligation Bonds	\$15,730,942.00	
	\$0.00	
	\$0.00	
	\$0.00	
<b>Total Non-State Funds</b>	<b>\$16,980,942.00</b>	<b>\$16,980,942.00</b>
<b>State Funds</b>		
2017-19 Supplemental Capital Budget	\$1,455,000.00	
2019-21 State Capital Budget	\$823,200.00	\$823,200.00
<b>Total Non-State and State Sources</b>		<b>\$19,259,142.00</b>

**CERTIFICATION PERFORMANCE MEASURE**

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**SIGN  
HERE****Certification of the Payment and Reporting of Prevailing Wages****CERTIFICATION PERFORMANCE MEASURE**

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as of May 21, 2019, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

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GRANTEE

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TITLE

---

DATE



**Certification of Intent to Enter the  
Leadership in Energy and Environmental Design (LEED) Certification Process**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this contract. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



Shore Metro Park District  
225 E 5<sup>th</sup> St. Port Angeles, WA 98362 – Tel. 360-417-9767  
[www.williamshorepool.org](http://www.williamshorepool.org)

## Item for Consideration by the Board of Commissioners

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**Agenda Item:** \_\_\_\_\_

**Date:** 9-24-19

**From:** Steven Burke, Executive Director

**Subject:** Expansion and Renovation Project Status Report September 2019

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1. **Summary:** The District's Expansion and Renovation Project has completed 8 weeks of construction that is scheduled to conclude in June 2020.
2. **RCW/Policy Requirements:** Project is using RCW 39.10. GC/CM procurement process.
3. **Background/Analysis:** The Following are the milestones since last board meeting:
  - a. 95% of all Demo work has been completed.
  - b. All footings have been poured
  - c. West parking retaining wall is completed
  - d. West Parking area is filled to grade
  - e. All Stem walls have been poured
  - f. Shoring off the South wall is installed and we are waiting for the 140' I-beam to arrive and be installed from September 23-25.
  - g. All pools have been excavated
  - h. All utilities are in including stormwater, sewer, and water.
  - i. No significant unforeseen issues have arisen to date
  - j. Six of the projects 23 subcontractors are on site and working
4. **Financial Impact:** July and August construction costs were \$897,433. Attached is the following reports:
  - a. Cash Flow report for August 2019 thru Jun 2020
  - b. Project Budget
  - c. Change Order Tracking Report
5. **Environmental Impact:** No Environmental issues have occurred to date
6. **Recommended Action:** No action required, update only

Project Cash Flow												
	OPENING BALANCE	\$8,249,519	\$7,313,941	\$5,742,838	\$4,006,762	\$3,868,666	\$2,972,266	\$10,020,868	\$8,715,468	\$7,364,066	\$5,972,666	\$4,581,265
		Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
<b>Project Funding</b>												
2020 Park Revenue Bond (Cash)		\$0	\$0	\$0	\$0	\$0	\$6,800,000	\$0	\$0	\$0	\$0	\$0
2018 Legislative Appropriation (Reimbursement) (\$1,455,000)		\$0	\$0	\$500,000	\$500,000	\$455,000	\$800,000	\$23,000	\$0	\$0	\$0	\$0
2019 Legislative Appropriation (Reimbursement) (\$823,200)		\$0	\$0	\$0	\$0	\$0	\$800,000	\$23,000	\$0	\$0	\$0	\$0
LYNCE Grant (ROU) 3.70% Reimbursement (\$500,000)		\$0	\$0	\$53,549	\$53,549	\$53,549	\$53,549	\$53,549	\$53,549	\$53,549	\$53,549	\$53,549
Q28G Grant (5.58% Reimbursement) (750,000)		\$0	\$0	\$80,488	\$80,488	\$80,488	\$80,488	\$80,488	\$80,488	\$80,488	\$80,488	\$80,488
New Available Cash		\$0	\$0	\$634,017	\$634,017	\$689,017	\$8,534,017	\$180,017	\$134,017	\$134,017	\$134,017	\$134,017
Total Available Cash		\$8,249,519	\$7,313,941	\$6,378,855	\$5,439,769	\$4,457,683	\$11,306,283	\$10,200,883	\$9,849,483	\$7,498,083	\$6,108,683	\$4,715,283
<b>Project Expenditures</b>												
GC/CM Contract		\$697,433	\$1,447,272	\$1,447,272	\$1,447,272	\$1,447,272	\$1,447,272	\$1,447,272	\$1,447,272	\$1,447,272	\$1,447,272	\$1,447,272
Other Contracts		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,000	\$0
Architects/Engineers		\$27,991	\$27,991	\$27,991	\$27,991	\$27,991	\$27,991	\$27,991	\$27,991	\$27,991	\$27,991	\$27,991
Project Management		\$5,861	\$5,861	\$5,861	\$5,861	\$5,861	\$5,861	\$5,861	\$5,861	\$5,861	\$5,861	\$5,861
Consultants (Testing, surveying, Archeology Monitoring)		\$4,293	\$4,293	\$4,293	\$4,293	\$4,293	\$4,293	\$4,293	\$4,293	\$4,293	\$4,293	\$4,293
Horizon Center		\$0	\$55,686	\$85,686	\$85,686	\$85,686	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenditures		\$935,578	\$1,571,103	\$1,571,103	\$1,571,103	\$1,485,417	\$1,485,417	\$1,485,417	\$1,485,417	\$1,525,417	\$1,525,417	\$1,485,417
ENDING BALANCE		\$7,313,941	\$5,742,838	\$4,806,752	\$3,868,666	\$2,972,266	\$10,020,868	\$8,715,468	\$7,364,066	\$5,972,666	\$4,581,265	\$3,228,865



[illegible]

Contingency/Change Order Tracking					
CHANGE ORDER TRACKING					
	Opening Balance	Status	Risk Contingency Funds (2.5%)	Construction Contingency Funds (5%)	Project Contingency
	ITEMS		\$341,000	\$720,000	\$491,142
1	Design/Bid Contingency Credit	Complete			
2	Subcontractor Bonds Credit	Complete		\$58,194	
3	Accept Alternate 02 Pool Control	Approved		\$63,050	
4	Accept Alternate 04 Pool Finish	Pending Owner Approval		-\$6,000	
5	Accept Alternate 05 Bleacher Seating	Pending Owner Approval		-\$114,810	
6	Accept Alternate 06 Tile	Approved		-\$55,410	
7	Accept Alternate 09 Replace ACX w/Phenolic	Pending Owner Approval		-\$1	
8	Beam Retrofit Elimination	Pending C/O		-\$48,000	
9	Eastside Trench Elimination	Pending Cost savings from ICI		\$150,000	
10	Storm water Reroute	Pending Determination	?	?	
11	Sewer Reroute	Pending Determination	?		
12	Roofing Plywood Removal	Pending Determination	?		
13	Upgrade Natatorium Air handling	Pending Owner Approval		-\$100,000	
14	Footling Removal for Piping	Pending Cost Estimate	?		
15	Irrigation Sleeves	Pending ICI Cost Estimate		?	
16	CEM Scope Reduction (Equipment)	Pending Cost Estimate	?		
17	Roof Drains North Side	Pending Determination	?		
18	Surge/Pump Pit Excavation	Pending C/O	?		
19					
		Running Total	\$0	-\$52,977	\$0
		Remaining Balance	\$341,000	\$667,023	\$491,142
					TOTAL
					\$1,552,142
					\$1,499,165





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**Shore Metro Park District**  
225 E 5<sup>th</sup> St. Port Angeles, WA 98362 – Tel. 360-417-9767  
[www.williamshorepool.org](http://www.williamshorepool.org)

## Item for Consideration by the Board of Commissioners

**Agenda Item:** \_\_\_\_\_

**Date:** 9-24-19

**From:** Steven Burke, Executive Director

**Subject:** Use of Contingency Funds to Upgrade Natatorium Air Handler (AHU-2)

1. **Summary:** The District has several contingency funds that can be used at the Owner's prerogative during the construction phase of the project. The Executive Director would like Commission approval to use contingency funds for upgrading the Natatorium Air handling unit (AHU-2), which would use up to \$100,000 of our Contingency Funds.
2. **RCW/Policy Requirements:** RCW 39.10.340-410 outlines the legal requirements for using the GC/CM procurement process for public works projects. RCW 39.10.350 requires the owner to have a budget contingency of 5% of the anticipated construction value and 2.5% risk contingency of the anticipated construction value. These contingency funds may be accessed once construction has commenced.
3. **Background/Analysis:** The District has several pots of funds that have been set aside for contingencies and scope changes. We have the following contingency funds:
  - a. Construction contingency (5% or \$720,000) is designed to be used at the owner's prerogative to add scope to the project.
  - b. Risk Contingency (2.5% or \$341,000) is designed to be used for unanticipated conditions by the GC/CM and approved by the Owner.
  - c. Project Contingency (\$491,142) is the amount we have in reserves in the Project Budget based on current funding assumptions. No contingency has been used yet.

Below is a list of possible change orders and possible uses of contingency funds.

Contingency/Change Order Tracking					
CHANGE ORDER TRACKING					
			Risk Contingency Funds (2.5%)	Construction Contingency Funds (5%)	Project Contingency
	Opening Balance	Status	\$341,000	\$720,000	\$491,142
	ITEMS				
1	Design/Bid Contingency Credit	Complete		\$58,194	
2	Subcontractor Bonds Credit	Complete		\$63,050	
3	Accept Alternate 02 Pool Control	Approved		-\$6,000	
4	Accept Alternate 04 Pool Finish	Pending Owner Approval		-\$114,810	
5	Accept Alternate 05 Bleacher Seating	Pending Owner Approval		-\$55,410	
6	Accept Alternate 06 Tile	Approved		-\$1	



**Shore Metro Park District**  
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[www.williamshorepool.org](http://www.williamshorepool.org)

7	Accept Alternate 09 Replace ACX w/Phenolic	Pending Owner Approval		-\$48,000	
8	Beam Retrofit Elimination	Pending C/O		\$150,000	
9	Eastside Trench Elimination	Pending Cost savings from ICI		?	
10	Storm water Reroute	Pending Determination	?		
11	Sewer Reroute	Pending Determination	?		
12	Roofing Plywood Removal	Pending Determination	?		
13	Upgrade Natatorium Air handling	Pending Owner Approval		-\$100,000	
14	Footing Removal for Piping	Pending Cost Estimate	?		
15	Irrigation Sleeves	Pending ICI Cost Estimate		?	
16	CEM Scope Reduction (Equipment)	Pending Cost Estimate	?		
17	Roof Drains North Side	Pending Determination	?		
18	Surge/Pump Pit Excavation	Pending C/O	?		
19					
		<b>Running Total</b>	\$0	-\$52,977	\$0
		<b>Remaining Balance</b>	<b>\$341,000</b>	<b>\$667,023</b>	<b>\$491,142</b>

- 4. Justification for Change Order:** The reason for upgrading the AHU-2 air handler is:
- It will be required to work in tandem with our existing air handling unit (AHU-1) and the upgrade will allow us to use the same manufacture for both units and reduce the risk of compatibility issues.
  - The submitted unit has a down facing return lines and will be difficult to accommodate in the limited space.
  - Has different controls than our AHU-1 unit.
  - Does not allow for 100% outside air.
  - Will allow us to have redundancy for the Natatorium area.
  - Upgrade is supported by our mechanical engineer.
- 5. Financial Impact:** If approved, the Construction Contingency will use:
- AHU Upgrade: \$100,000.00
  - GC/CM Fixed Fee: \$5,150.00
  - Sales Tax: \$9,148.00
- Grand Total: \$114,298.00**
- 6. Environmental Impact:** None
- 7. Recommended Action:** A motion to approve the Executive Director to sign a change order to upgrade the Air Handling Unit for the amount not to exceed **\$114,298.00** including sales tax and GC/CM fixed fee.



19

**Shore Metro Park District**  
225 E 5<sup>th</sup> St. Port Angeles, WA 98362 – Tel. 360-417-9767  
[www.williamshorepool.org](http://www.williamshorepool.org)

## **Item for Consideration by the Board of Commissioners**

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**Agenda Item:** \_\_\_\_\_

**Date:** 9-24-19

**From:** Jessica Compton, Aquatics Center Manager

**Subject:** Purchase of Van for SPARK Squad Program

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1. **Summary:** The District was notified by the PA School District that the bus routes are changing for the 2019-2020 school year and the changes results in needing to pick up kids in more locations. Currently with one van, we are not able to pick kids up in a timely manner. At some bus stops kids and staff have to wait at bus stop up to 60 minutes until the van arrives for pick up. This is a short-term issue and will not be an issue when we move into our new facility in June 2020. Adding an additional van temporarily will reduce the wait time to under 10 minutes.
2. **RCW/Policy Requirements:** None
3. **Background/Analysis:** The District has over 65 kids in the SPARK Program and has kids attending all 6 elementary schools. The PA School District has implemented a new policy of only busing within each school's boundaries. This has required us to pick-up at 3 additional locations and drive them to our temporary facility at Lighthouse Christian Church.

With one van and adding 3 new pick up locations, results in kids and staff waiting up to 60 minutes to be picked up with our van at certain bus stops.

On September 12, 2019 Finance Committee approved spending \$16,642.40 from the General Fund to purchase a used van from Ruddell Auto. In June of 2020, Ruddell Auto has agreed to purchase the van back, when the van is no longer needed, the District will sell the van and return the proceeds to the General Fund. The after school SPARK Squad program has \$130,000 in annual revenue and \$100,000 in direct annual expense.

4. **Financial Impact:** The funds for the van purchase of \$16,642.40 will come from the General Fund reserves. Currently, the General Fund balance is over \$200,000. It will be booked as a capitalized expense.
5. **Environmental Impact:** None
6. **Recommended Action:** A motion to ratify the Finance Committee approval to purchase a van for \$16,642.40.

William Shore Memorial Pool District  
FINANCIAL STATEMENTS

As of August 31, 2019



# McClain, Crouse & Co., P.S.

227 W. Eighth Street Port Angeles, WA 98362 (360) 457-3303 FAX (360) 457-7415

Certified Public Accountants

**Karen L. Crouse** • [karenc@olympen.com](mailto:karenc@olympen.com)

**Charles S. McClain** (*Retired*) • [csn0350@yahoo.com](mailto:csn0350@yahoo.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 August 31, 2019 and 2018, and the related statements of activities for the eight 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.  
September 19, 2019

**William Shore Memorial Pool District**  
**Statements of Financial Position**  
As of August 31, 2019 and 2018

	Aug 31, 19	Aug 31, 18
<b>ASSETS</b>		
<b>Current Assets</b>		
Checking/Savings		
10000 - County Fund Balance	13,210.25	9,461.69
10100 - Cash in Till	100.00	100.00
10150 - Kilsap Bank		
10200 - Credit Card Processing Account	11,620.99	27,849.97
10400 - Cash in Operating Account	120,278.11	27,684.94
10500 - Money Market Account	120,110.73	145,081.72
10900 - Receivable from Construct Acct	18,628.65	0.00
<b>Total 10150 - Kilsap Bank</b>	<b>270,838.48</b>	<b>200,616.63</b>
<b>10550 - Construction Funds</b>		
10070 - DADCO - Money Market	3,246,603.78	0.00
10080 - DADCO - Capital Improve Acct		
10090 - DADCO Accrued Income	0.00	27,072.52
10090 - DADCO - Capital Improve Acct - Other	5,003,944.44	8,484,639.59
<b>Total 10050 - DADCO - Capital Improve Acct</b>	<b>5,003,944.44</b>	<b>8,521,712.11</b>
10600 - Kilsap Construction Account	0.00	1,022,104.39
10950 - Payable to Operating Acct	-18,628.65	0.00
<b>Total 10550 - Construction Funds</b>	<b>8,231,919.55</b>	<b>9,543,816.50</b>
<b>Total Checking/Savings</b>	<b>8,515,868.28</b>	<b>9,753,394.82</b>
<b>Accounts Receivable</b>		
11300 - Accounts Receivable	45.69	2,002.60
<b>Total Accounts Receivable</b>	<b>45.69</b>	<b>2,002.60</b>
<b>Other Current Assets</b>		
12001 - Undeposited Funds	2,758.40	1,127.31
12500 - PASO Advance	301.59	301.59
12501 - Tukwila Advance	659.10	659.10
<b>Total Other Current Assets</b>	<b>3,719.09</b>	<b>2,088.00</b>
<b>Total Current Assets</b>	<b>8,519,633.06</b>	<b>9,757,485.32</b>
<b>Fixed Assets</b>		
14000 - Land - Investment	0.00	53,481.84
15000 - Building and Improvements	1,998,731.72	1,998,731.72
16000 - Equipment	71,659.31	65,653.21



**William Shore Memorial Pool District**  
**Statements of Financial Position**  
As of August 31, 2019 and 2018

	Aug 31, 19	Aug 31, 18
16300 - New Construction		
16305 - Land	86,232.31	86,232.31
16310 - Project Management Services	105,182.28	79,625.18
16320 - Architecture and Engineering	1,001,748.94	282,841.33
16330 - Pre-Construction Services	285,661.27	3,761.50
16340 - Permitting	179,220.13	402.84
16360 - Construction	225,403.69	28,274.22
Total 16300 - New Construction	1,883,448.52	461,137.38
Total Fixed Assets	3,953,839.65	2,579,014.15
Other Assets		
18500 - Bond Expense	122,003.01	124,923.61
Total Other Assets	122,003.01	124,923.61
<b>TOTAL ASSETS</b>	<b>12,595,475.72</b>	<b>12,461,422.98</b>
<b>LIABILITIES &amp; EQUITY</b>		
Liabilities		
Current Liabilities		
Accounts Payable	523.94	77,583.80
20000 - Accounts Payable	523.94	77,583.80
Total Accounts Payable		
Credit Cards		
21000 - Visa	0.00	8,897.61
21005 - Citicards	7,772.15	0.00
Total Credit Cards	7,772.15	8,897.61
Other Current Liabilities		
2110 - Direct Deposit Liabilities	135.71	0.00
22000 - Wages Payable	12,622.72	25,637.62
22500 - Accrued Cafeteria Plan Liab	11,505.91	6,551.49
23000 - Deferred Compensation Liability	1,160.50	1,566.00
24000 - Payroll Liabilities	4,156.30	11,162.05
24500 - Accrued Sales Tax Liability	0.00	1,150.39
26500 - Uncashed old paychecks	4,131.10	4,131.10
27000 - Kilsap Bank - Line of Credit	0.00	50,000.00
Total Other Current Liabilities	33,712.24	100,108.55
Total Current Liabilities	42,008.33	184,679.96

**William Shore Memorial Pool District**  
**Statements of Financial Position**  
As of August 31, 2019 and 2018

	Aug 31, 19	Aug 31, 18
<b>Long Term Liabilities</b>		
27100 - Pre-existing Debt		
27200 - Kilsap Bank-Auto Loan	5,317.64	10,657.04
27300 - Washington LOCAL I	45,823.39	59,632.50
27310 - Washington LOCAL II	208,126.47	251,377.04
27400 - Kilsap Bank Term Loan	265,997.29	351,917.26
<b>Total 27100 - Pre-existing Debt</b>	<b>545,264.79</b>	<b>673,583.84</b>
28000 - New Construction Loans		
28100 - Limited General Obligation Bond	9,665,000.00	9,665,000.00
<b>Total 28000 - New Construction Loans</b>	<b>9,665,000.00</b>	<b>9,665,000.00</b>
25700 - Deferred Premium on Issuance	333,941.85	333,941.85
<b>Total Long Term Liabilities</b>	<b>10,544,206.84</b>	<b>10,672,525.69</b>
<b>Total Liabilities</b>	<b>10,596,214.97</b>	<b>10,657,205.65</b>
<b>Equity</b>		
32000 - Unrestricted Net Assets	1,832,145.31	1,473,505.87
Net Income	177,115.44	130,311.46
<b>Total Equity</b>	<b>2,009,260.75</b>	<b>1,604,217.33</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>12,595,475.72</b>	<b>12,461,422.98</b>

# William Shore Memorial Pool District

## Statements of Activities

for the eight months ended August 31, 2019 and 2018

	Jan - Aug 19	Jan - Aug 18
<b>Income</b>		
3300000 - Operating Income		
311000 - Real and Property Taxes	729,123.28	429,820.91
317000 - Leasehold Excise Tax	8,569.04	5,284.68
317400 - Timber Excise Tax	3,636.57	1,418.91
3370759 - Housing Authority FILT	0.00	60.99
3417000 - Merchandise Sales	162.77	350.89
3417010 - Vending Revenue	2,247.60	5,506.90
3417100 - Merchandise Sales		
Total 3417000 - Merchandise Sales	2,410.37	5,857.79
3470000 - Admissions		
3473010 - General Admissions		
3473011 - Pass Sales	22,614.09	47,883.66
3473019 - General Admissions - Other	14,499.68	34,826.23
Total 3473010 - General Admissions	37,113.77	82,619.89
3476035 - Swim Instruction	40,327.69	70,487.03
3476040 - Camps and Special Events	5,031.03	16,824.15
3476045 - Exercise Classes	17,548.00	39,989.03
Total 3476000 - Admissions	100,020.49	209,900.10
3500000 - Daycare Income		
3500010 - After School Care	85,594.43	76,330.19
Total 3500000 - Daycare Income	95,594.43	76,330.19
3620000 - Rental Income		
45030 - Facility Rental		
3624010 - One time use Rental	5,104.51	7,433.00
3625032 - Contracted Rental	19,244.05	25,450.27
Total 45030 - Facility Rental	24,348.56	32,883.27
45040 - Miscellaneous Rental		
3624020 - Equipment Rental	1,365.66	3,261.95
3624030 - Locker Rental	118.75	0.00
Total 45040 - Miscellaneous Rental	1,484.31	3,261.95
Total 3620000 - Rental Income	25,832.87	36,145.22
3623000 - DNR - Other than Timber	208.52	177.26

**William Shore Memorial Pool District**  
**Statements of Activities**  
for the eight months ended August 31, 2019 and 2018

	Jan - Aug 19	Jan - Aug 18
3670000 - Direct Public Support		
3671100 - Indivld, Business Contributions	0.00	1,000.00
Total 3670000 - Direct Public Support	0.00	1,000.00
3690000 - Other Miscellaneous Revenue		
3691030 - Sale of County Timber	3,645.03	3,053.95
48000 - Investment Income	64,601.86	4,531.88
48100 - Interest Income from Operating	68.34	15.05
Total 48000 - Investment Income	68.34	15.05
Total 3300000 - Operating Income	1,033,900.80	773,346.81
48200 - Income from Capital Projects		
44800 - Indirect Public Support	0.00	50,000.00
44850 - Grant		
Total 44800 - Indirect Public Support	0.00	50,000.00
48210 - Interest Income	66,594.59	19,880.68
48220 - Dividend Income	4,357.69	1,247.09
48240 - Unrealized Gains and Losses	28,141.24	7,070.75
48250 - Investment Expense	-15,931.83	-6,236.59
Total 48200 - Income from Capital Projects	84,561.99	71,761.91
Total Income	1,118,462.79	845,108.72
Gross Profit	1,118,462.79	845,108.72
Expense		
57620 - Operating Costs		
100001 - Salaries and Wages		813.75
100005 - Regular Time	923.75	132,614.73
100010 - Clerk Services	74,425.19	
100020 - Lifeguards		
100021 - Spark Squad Personnel Costs		
100024 - Spark Squad Coordinator	50,500.66	22,895.73
100025 - Spark Squad Leaders	43,594.20	39,133.77
100026 - Food Service Workers	5,518.87	4,780.34
Total 100021 - Spark Squad Personnel Costs	99,613.93	66,809.84

**William Shore Memorial Pool District**  
**Statements of Activities**  
for the eight months ended August 31, 2019 and 2018

	Jan - Aug 19	Jan - Aug 18
100030 - Instructors	22,375.07	36,194.28
100040 - Head Guards	37,407.20	59,888.35
100050 - Supervisors	36,470.76	68,764.24
100060 - Maintenance	7,855.83	10,068.81
100070 - Executive Director	44,412.00	38,996.00
Total 100000 - Regular Time	323,313.72	410,139.80
100090 - Sick/Vacation Pay	11,770.30	3,131.79
100001 - Salaries and Wages - Other	0.00	0.00
Total 100001 - Salaries and Wages	335,084.02	413,271.59
200000 - Personnel Benefits		
200020 - Federal Payroll Taxes	24,723.54	30,281.16
200032 - Cafeteria Plan	4,441.20	3,609.60
200035 - Health Insurance - Sal Employee	17,541.66	13,559.88
200040 - Unemployment Compensation	2,119.95	3,299.07
200045 - Department of Labor & Industry	5,696.45	9,802.92
Total 200000 - Personnel Benefits	54,523.00	60,552.43
300000 - Supplies		
310000 - Office Supplies		
310010 - Office Supplies	2,310.71	8,033.13
310020 - Computer Supplies	2,224.91	174.86
310000 - Office Supplies - Other	1,111.38	0.00
Total 310000 - Office Supplies	5,647.00	8,207.99
310050 - Program Supplies and Equipment		
310300 - Exercise Classes	0.00	285.81
310310 - Swim Instruction	339.40	1,260.85
310320 - Camps and Specials Events	643.41	654.73
310330 - After School Program		
310380 - Rent Expense	4,550.00	0.00
310340 - Program/Office Supplies	3,110.94	8,502.79
310350 - Food Service Supplies	7,089.04	10,029.24
310360 - Field Trips	792.10	115.50
310370 - Transportation	2,090.24	0.00
Total 310330 - After School Program	17,601.32	18,647.53

**William Shore Memorial Pool District**  
**Statements of Activities**  
for the eight months ended August 31, 2019 and 2018

	Jan - Aug 19	Jan - Aug 18
310400 - Summer Camp Program		
310440 - Program/Office Supplies	873.72	46.25
310450 - Food Service Supplies	5,658.17	0.00
310460 - Field Trips	5,327.50	0.00
310470 - Transportation	212.51	4,214.05
<b>Total 310400 - Summer Camp Program</b>	<b>12,071.90</b>	<b>4,260.30</b>
<b>Total 310050 - Program Supplies and Equipment</b>	<b>30,656.03</b>	<b>23,119.62</b>
310100 - Maintenance Supplies and Repair		
310026 - Uniforms and Clothing	847.93	420.67
310030 - Pool Chemicals	3,107.33	7,407.58
310035 - Cleaning & Janitorial Supplies	1,549.17	5,975.52
310066 - Lifeguard supplies & equipment	760.44	3,775.34
310135 - Maintenance Supplies	3,201.55	4,443.77
310100 - Maintenance Supplies and Repair - Other	48.59	0.00
<b>Total 310100 - Maintenance Supplies and Repair</b>	<b>9,515.01</b>	<b>22,029.88</b>
340035 - Items for Resale	1,762.44	3,358.54
350010 - Small Tools and Minor Equipment	776.61	957.63
<b>Total 300000 - Supplies</b>	<b>48,377.09</b>	<b>57,663.26</b>
400000 - Charges for Services		
410020 - Professional Services		
410010 - Bank charges	130.65	200.77
410013 - Network/Computer Service	1,036.99	985.00
410039 - Transaction Services (Rec1)	1,171.12	669.23
410041 - Accounting Services	11,400.00	11,200.00
410071 - Legal Services	2,515.00	9,712.00
<b>Total 410020 - Professional Services</b>	<b>16,253.76</b>	<b>22,767.00</b>
420000 - Communications		
420010 - Telephone	3,372.39	4,486.32
420020 - Postage, Mailing Service	79.06	191.40
420023 - Website and Internet	847.54	704.20
<b>Total 420000 - Communications</b>	<b>4,298.99</b>	<b>5,361.92</b>



**William Shore Memorial Pool District**  
**Statements of Activities**  
for the eight months ended August 31, 2019 and 2018

	Jan - Aug 19	Jan - Aug 18
430000 - Travel		
430010 - Conference, Convention, Meeting	109.20	2,197.96
430015 - Travel Allowance	1,662.47	2,438.64
430020 - Training	3,289.99	1,306.08
430030 - Travel - Other	531.38	0.00
Total 430000 - Travel	5,603.04	5,942.68
440010 - Advertising	1,246.79	151.52
450000 - Operating Rentals and Leases		
450030 - Office Equipment Leases/Rentals	1,344.50	1,343.49
Total 450000 - Operating Rentals and Leases	1,344.56	1,343.49
460030 - Insurance-Property & Liability	23,045.00	21,588.00
470090 - Utilities	51,501.42	77,485.85
480000 - Repair and Maint-Contracted		
480010 - Building-Repair and Maintenance	2,355.57	4,911.88
480040 - Equipment-Repair & Maintenance	792.83	2,551.33
Total 480000 - Repair and Maint-Contracted	3,148.50	7,463.01
49000 - Miscellaneous Expense		
490031 - Print and Copying Service	1,171.59	1,558.80
490040 - Memberships and Dues	1,524.18	4,132.68
490041 - Subscriptions	375.84	0.00
490050 - Credit Card Charges	10,029.18	10,535.04
56900 - Reconciliation Discrepancies	303.85	-5.00
Total 49000 - Miscellaneous Expense	13,404.44	16,221.52
500000 - Intergovernmental Services		
530040 - State Sales and B & O Tax	3,727.18	7,749.87
530050 - External Taxes/Operating Assess	0.00	432.50
530070 - Callam County Treas - Prop Tax	1,065.27	454.75
Total 500000 - Intergovernmental Services	4,792.45	8,637.12
Total 4000000 - Charges for Services	125,038.95	150,942.11
Total 57620 - Operating Costs	553,023.06	668,549.39

**William Shore Memorial Pool District**  
**Statements of Activities**  
for the eight months ended August 31, 2019 and 2018

	Jan - Aug 19	Jan - Aug 18
5850000 - Nonoperational Expenses		
66000 - Amortization Expense	2,140.50	0.00
830020 - Interest Expense	375,163.79	16,247.87
Total 6850000 - Nonoperational Expenses	378,324.29	16,247.87
Total Expense	941,347.35	714,797.25
Net Income	177,115.44	130,311.46

William Shore Memorial Pool District  
Budget Analysis  
For the month ending August 31, 2019

**William Shore Memorial Pool District**  
**Statement of Revenue and Expense and Budget**  
for the month ending August 31, 2019

	Aug 19	Budget	Jan - Aug 19	YTD Budget	Annual Budget
<b>Income</b>					
3300000 - Operating Income					
3111000 - Real and Property Taxes	8,227.59	43,750.00	729,123.28	712,500.00	1,250,000.00
3172000 - Leasehold Excise Tax	2,713.52	0.00	8,559.04	3,125.00	8,250.00
3174000 - Timber Excise Tax	0.00	0.00	3,636.57	1,775.00	3,550.00
3417000 - Merchandise Sales					
3417010 - Vending Revenue	0.00	0.00	162.77	75.00	75.00
3417100 - Merchandise Sales	0.00	0.00	2,247.60	1,875.00	1,875.00
<b>Total 3417000 - Merchandise Sales</b>	<b>0.00</b>	<b>0.00</b>	<b>2,410.37</b>	<b>1,950.00</b>	<b>1,950.00</b>
3470000 - Admissions					
3473010 - General Admissions	0.00	0.00	22,814.09	19,900.00	19,000.00
3473011 - Pass Sales	0.00	0.00	14,499.68	13,500.00	13,500.00
3473010 - General Admissions - Other					
<b>Total 3473010 - General Admissions</b>	<b>0.00</b>	<b>0.00</b>	<b>37,313.77</b>	<b>32,500.00</b>	<b>32,500.00</b>
3476035 - Swim Instruction	0.00	0.00	40,327.69	20,400.00	20,400.00
3476040 - Camps and Special Events	0.00	0.00	5,031.03	3,375.00	3,375.00
3476045 - Exercise Classes	0.00	0.00	17,548.00	20,500.00	20,500.00
<b>Total 3476000 - Admissions</b>	<b>0.00</b>	<b>0.00</b>	<b>100,020.49</b>	<b>76,775.00</b>	<b>76,775.00</b>
3500000 - Daycare Income					
3500010 - After School Care	15,136.55	10,833.00	85,594.43	85,667.00	130,900.00
<b>Total 3500000 - Daycare Income</b>	<b>15,136.55</b>	<b>10,833.00</b>	<b>85,594.43</b>	<b>86,667.00</b>	<b>130,900.00</b>
3620000 - Rental Income					
45030 - Facility Rental					
3624010 - One time use Rental	0.00	0.00	5,104.51	8,000.00	8,000.00
3625052 - Contracted Rental	442.02	0.00	19,244.05	8,000.00	8,000.00
<b>Total 45030 - Facility Rental</b>	<b>442.02</b>	<b>0.00</b>	<b>24,348.56</b>	<b>8,000.00</b>	<b>8,000.00</b>
45040 - Miscellaneous Rental					
3624020 - Equipment Rental	0.00	0.00	1,365.56	1,300.00	1,300.00
3624030 - Locker Rental	0.00	0.00	118.75	1,300.00	1,300.00
<b>Total 45040 - Miscellaneous Rental</b>	<b>0.00</b>	<b>0.00</b>	<b>1,484.31</b>	<b>2,600.00</b>	<b>2,600.00</b>
3620000 - Rental Income - Other					
<b>Total 3620000 - Rental Income</b>	<b>442.02</b>	<b>0.00</b>	<b>25,832.87</b>	<b>12,050.00</b>	<b>12,050.00</b>
3625000 - DNR - Other than Timber	92.31	0.00	208.52	500.00	500.00
3699000 - Other Miscellaneous Revenue	0.00	0.00	3,845.03	15,000.00	30,000.00
3951030 - Sale of County Timber	2,158.43	0.00	64,801.66		

**William Shore Memorial Pool District**  
**Statement of Revenue and Expense and Budget**  
for the month ending August 31, 2019

	Aug 19	Budget	Jan - Aug 19	YTD Budget	Annual Budget
48000 - Investment Income					
48100 - Interest Income from Operating	20.23		68.34		
Total 48000 - Investment Income	20.23		68.34		
Total 3300000 - Operating Income	28,781.47	54,583.00	1,033,800.80	910,342.00	1,511,075.00
48200 - Income from Capital Projects					
48210 - Interest Income	313.49		66,994.89		
48220 - Dividend Income	3,879.52		4,357.69		
48240 - Unrealized Gains and Losses	6,645.00		28,141.24		
48250 - Investment Expense	-184.73		-15,931.93		
Total 48200 - Income from Capital Projects	10,773.28		84,561.99		
Total Income	39,554.75	54,583.00	1,118,462.79	910,342.00	1,511,075.00
Gross Profit	39,554.75	54,583.00	1,118,462.79	910,342.00	1,511,075.00
Expense					
57620 - Operating Costs					
100001 - Salaries and Wages					
100000 - Regular Time	115.50	146.00	923.75	1,166.00	1,750.00
100010 - Clerk Services	25.16	0.00	74,426.19	37,500.00	37,500.00
100020 - Lifeguards					
100021 - Spark Squad Personnel Costs					
100024 - Spark Squad Coordinator	7,448.31	3,250.00	50,500.86	26,000.00	39,000.00
100025 - Spark Squad Leaders	10,031.29	5,167.00	43,584.20	41,333.00	82,000.00
100026 - Food Service Workers	2,132.04		5,518.87		
Total 100021 - Spark Squad Personnel Costs	19,611.64	8,417.00	99,613.93	67,333.00	101,000.00
100030 - Instructors	499.41	0.00	22,375.07	16,000.00	16,000.00
100040 - Head Guards	1,201.43	0.00	37,407.20	19,000.00	19,000.00
100050 - Supervisors	4,063.90	8,750.00	35,470.75	70,000.00	105,000.00
100060 - Maintenance	0.00	375.00	7,885.83	3,000.00	4,500.00
100070 - Executive Director	5,551.50	4,333.00	44,412.00	34,667.00	52,000.00
Total 100000 - Regular Time	31,066.54	22,021.00	323,313.72	248,666.00	336,750.00
100080 - Sick/Vacation Pay	1,214.13		11,770.30		
100001 - Salaries and Wages - Other	0.00		0.00		
Total 100001 - Salaries and Wages	32,282.57	22,021.00	335,084.02	248,666.00	336,750.00

**William Shore Memorial Pool District**  
**Statement of Revenue and Expense and Budget**  
for the month ending August 31, 2019

	Aug 19	Budget	Jan - Aug 19	YTD Budget	Annual Budget
<b>200000 - Personnel Benefits</b>					
200020 - Federal Payroll Taxes	2,459.50	1,685.00	24,723.54	17,800.00	24,540.00
200030 - Retirement	0.00	0.00	0.00	0.00	0.00
200032 - Cafeteria Plan	555.15	500.00	4,441.20	4,000.00	6,000.00
200035 - Health Insurance - Sal Employees	2,130.48	2,750.00	17,541.86	22,000.00	33,000.00
200040 - Unemployment Compensation	168.85	0.00	2,119.95	562.50	750.00
200045 - Department of Labor & Industry	515.38	0.00	5,698.45	3,000.00	4,000.00
<b>Total 200000 - Personnel Benefits</b>	<b>5,831.26</b>	<b>4,935.00</b>	<b>54,523.00</b>	<b>47,362.50</b>	<b>68,290.00</b>
<b>300000 - Supplies</b>					
310000 - Office Supplies					
310010 - Office Supplies	6.50	500.00	2,310.71	4,000.00	6,000.00
310028 - Computer Supplies	0.00	42.00	2,224.91	333.00	500.00
310000 - Office Supplies - Other	615.81		1,111.38		
<b>Total 310000 - Office Supplies</b>	<b>622.31</b>	<b>542.00</b>	<b>5,647.00</b>	<b>4,333.00</b>	<b>6,500.00</b>
<b>310050 - Program Supplies and Equipment</b>					
310300 - Exercise Classes	0.00	0.00	0.00	300.00	300.00
310310 - Swim Instruction	0.00	0.00	339.40	300.00	300.00
310320 - Camps and Specials Events	0.00	0.00	643.41	200.00	200.00
310330 - After School Program					
310380 - Rent Expense	750.00		4,550.00		
310340 - Program/Office Supplies	0.00	1,833.00	3,110.94	14,667.00	22,000.00
310350 - Food Service Supplies	1,178.75		7,068.04		
310360 - Field Trips	0.00		782.10		
310370 - Transportation	287.25		2,090.24		
<b>Total 310330 - After School Program</b>	<b>2,196.00</b>	<b>1,833.00</b>	<b>17,601.32</b>	<b>14,667.00</b>	<b>22,000.00</b>
<b>310400 - Summer Camp Program</b>					
310440 - Program/Office Supplies	14.33		873.72		
310450 - Food Service Supplies	0.00		5,859.17		
310480 - Field Trips	1,952.50		5,327.50		
310470 - Transportation	0.00		212.51		
<b>Total 310400 - Summer Camp Program</b>	<b>1,966.83</b>		<b>12,071.90</b>		
<b>Total 310050 - Program Supplies and Equipment</b>	<b>4,162.83</b>	<b>1,833.00</b>	<b>30,866.03</b>	<b>15,467.00</b>	<b>22,800.00</b>



**William Shore Memorial Pool District**  
**Statement of Revenue and Expense and Budget**  
for the month ending August 31, 2019

	Aug 19	Budget	Jan - Aug 19	YTD Budget	Annual Budget
310100 - Maintenance Supplies and Repair					
310026 - Uniforms and Clothing	821.99	0.00	847.93	2,000.00	2,000.00
310030 - Pool Chemicals	0.00	0.00	3,107.33	3,000.00	3,000.00
310035 - Cleaning & Janitorial Supplies	0.00	160.00	1,549.17	1,200.00	1,800.00
310056 - Lifeguard supplies & equipment	76.85	0.00	760.44	500.00	900.00
310135 - Maintenance Supplies	57.47	0.00	3,201.55	500.00	900.00
310100 - Maintenance Supplies and Repair - Other	15.98	0.00	48.59		
<b>Total 310100 - Maintenance Supplies and Repair</b>	<b>772.29</b>	<b>150.00</b>	<b>9,515.01</b>	<b>8,000.00</b>	<b>8,600.00</b>
340035 - Items for Resale	0.00	0.00	1,782.44	1,250.00	1,250.00
350010 - Small Tools and Minor Equipment	41.84	0.00	776.61	750.00	750.00
<b>Total 300000 - Supplies</b>	<b>5,599.27</b>	<b>2,525.00</b>	<b>48,377.09</b>	<b>29,800.00</b>	<b>39,900.00</b>
400000 - Charges for Services					
410020 - Professional Services					
410010 - Bank charges	5.95	125.00	130.85	1,000.00	1,500.00
410013 - Network/Computer Service	0.00	0.00	1,036.99	750.00	750.00
410030 - Transaction Services (Ract)	216.90	0.00	1,171.12	11,600.00	17,400.00
410041 - Accounting Services	1,450.00	1,450.00	11,400.00	600.00	900.00
410071 - Legal Services	0.00	75.00	2,515.00		
<b>Total 410020 - Professional Services</b>	<b>1,872.85</b>	<b>1,650.00</b>	<b>16,253.76</b>	<b>13,950.00</b>	<b>20,550.00</b>
420000 - Communications					
420010 - Telephone	150.00	282.00	3,372.39	2,333.00	3,500.00
420020 - Postage, Mailing Service	0.00	21.00	79.06	190.00	250.00
420023 - Website and Internet	0.00	125.00	847.54	1,000.00	1,500.00
<b>Total 420000 - Communications</b>	<b>150.00</b>	<b>438.00</b>	<b>4,298.99</b>	<b>3,499.00</b>	<b>5,250.00</b>
430000 - Travel					
430010 - Conference, Convention, Meeting	0.00	104.00	109.20	834.00	1,250.00
430015 - Travel Allowance	14.80	200.00	1,682.47	1,600.00	2,400.00
430020 - Training	0.00		3,299.99		
430000 - Travel - Other	-208.56		531.38		
<b>Total 430000 - Travel</b>	<b>-193.76</b>	<b>304.00</b>	<b>5,603.04</b>	<b>2,434.00</b>	<b>3,650.00</b>
440010 - Advertising	0.00	42.00	1,248.79	333.00	500.00
450000 - Operating Rentals and Leases					
450030 - Office Equipment Leases/Rents	168.07	167.00	1,344.55	1,333.00	2,000.00
<b>Total 450000 - Operating Rentals and Leases</b>	<b>168.07</b>	<b>167.00</b>	<b>1,344.55</b>	<b>1,333.00</b>	<b>2,000.00</b>
460030 - Insurance-Property & Liability	0.00	0.00	23,045.00	22,500.00	22,500.00
470000 - Utilities	147.81	0.00	51,901.42	27,500.00	27,500.00

**William Shore Memorial Pool District**  
**Statement of Revenue and Expense and Budget**  
for the month ending August 31, 2019

	Aug 19	Budget	Jan - Aug 19	YTD Budget	Annual Budget
430000 - Repair and Maint-Contracted					
480010 - Building-Repair and Maintenance	325.07	0.00	2,355.57	1,250.00	1,250.00
480040 - Equipment-Repair & Maintenance	0.00	417.00	792.93	3,333.00	5,000.00
<b>Total 480000 - Repair and Maint-Contracted</b>	<b>325.07</b>	<b>417.00</b>	<b>3,148.50</b>	<b>4,583.00</b>	<b>6,250.00</b>
490000 - Miscellaneous Expense					
490031 - Print and Copying Service	175.75	41.70	1,171.59	333.30	500.00
490040 - Memberships and Dues	240.00	250.00	1,524.19	2,000.00	3,000.00
490041 - Subscriptions	50.34	0.00	375.64		
490050 - Credit Card Charges	-1,722.94	0.00	10,029.19	2,250.00	2,250.00
65900 - Reconciliation Discrepancies	0.00		303.85		
<b>Total 490000 - Miscellaneous Expense</b>	<b>-1,256.84</b>	<b>291.70</b>	<b>13,404.44</b>	<b>4,583.30</b>	<b>5,750.00</b>
500000 - Intergovernmental Services					
510040 - State Sales and B & O Tax	0.00	0.00	3,727.19	3,126.00	3,125.00
530070 - Galliam County Treas - Prop Tax	0.00	0.00	1,055.27	225.00	450.00
<b>Total 500000 - Intergovernmental Services</b>	<b>0.00</b>	<b>0.00</b>	<b>4,792.45</b>	<b>3,350.00</b>	<b>3,575.00</b>
<b>Total 4000000 - Charges for Services</b>	<b>1,014.20</b>	<b>3,309.70</b>	<b>125,038.95</b>	<b>84,065.30</b>	<b>87,525.00</b>
<b>Total 57620 - Operating Costs</b>	<b>44,727.40</b>	<b>32,790.70</b>	<b>583,023.05</b>	<b>409,893.80</b>	<b>542,465.00</b>
5850000 - Nonoperational Expenses					
86000 - Amortization Expense	0.00		2,140.50		
830020 - Interest Expense	0.00		376,183.79		
<b>Total 5850000 - Nonoperational Expenses</b>	<b>0.00</b>		<b>378,324.29</b>		
<b>Total Expense</b>	<b>44,727.40</b>	<b>32,790.70</b>	<b>941,347.35</b>	<b>409,893.80</b>	<b>542,465.00</b>
<b>Net Income</b>	<b>-5,182.65</b>	<b>21,792.30</b>	<b>177,115.44</b>	<b>500,448.20</b>	<b>968,610.00</b>

William Shore Memorial Pool District  
New Construction  
Statement of Cash Flows

For the eight months ended August 31, 2019

William Shore Memorial Pool District  
Statement of Cash Flows  
August 2019

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	Aug 19
Cash at beginning of period	10,071,362.72
Cash at end of period	<u>10,071,362.72</u>

A

## William Shore Memorial Pool District

## General Ledger

As of August 31, 2019

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
10000 - County Fund Balance									
Transfer	08/09/2019				Funds Transfer	10400 - Cash i...		29,665.60	29,665.60
Deposit	08/31/2019				Deposit	-SPLIT-	13,210.25		13,210.25
Total 10000 - County Fund Balance							13,210.25	29,665.60	13,210.25
10100 - Cash in Till									100.00
Total 10100 - Cash in Till									100.00
10150 - Kitsap Bank									232,807.71
10200 - Credit Card Processing Account									14,835.67
Deposit	08/08/2019			Kitsap Bank	Deposit	10400 - Cash i...		15,000.00	-164.33
Check	08/31/2019					490090 - Credit...		199.26	-363.59
Transfer	08/31/2019				Funds Transfer	12000 - Depos...	11,684.58		11,620.99
Total 10200 - Credit Card Processing Account							11,684.58	15,199.26	11,620.99
10400 - Cash in Operating Account									129,235.21
Bill Pmt -Check	08/01/2019				Service Charge	20000 - Accou...		2,130.48	127,104.73
Check	08/01/2019			Total Benefits Solution	Created by P...	410010 - Bank ...		5.95	127,098.78
Liability Check	08/02/2019			QuickBooks Payroll ...	Direct Deposit	-SPLIT-	0.00	6,587.54	120,511.24
Paycheck	08/05/2019	DD2808		Barnes, Molly	Direct Deposit	-SPLIT-	0.00		120,511.24
Paycheck	08/05/2019	DD2809		Bower, Victoria	Direct Deposit	-SPLIT-			120,511.24
Paycheck	08/05/2019	8900		Clark, Benjamin R		-SPLIT-		650.89	119,860.35
Paycheck	08/05/2019	8901		Clark, Chris		-SPLIT-		497.41	119,362.94
Paycheck	08/05/2019	DD2810		Compton, Jessica R	Direct Deposit	-SPLIT-	0.00		119,362.94
Paycheck	08/05/2019	8909		Burke, Steven D		-SPLIT-		1,544.45	117,818.49
Paycheck	08/05/2019	8902		Coville, Tinaadey R		-SPLIT-		506.43	117,313.08
Paycheck	08/05/2019	8903		Davis, Tristian		-SPLIT-		377.07	116,935.99
Paycheck	08/05/2019	DD2811		Hunter, Sierra N	Direct Deposit	-SPLIT-	0.00		116,935.99
Paycheck	08/05/2019	DD2812		Johnson, Naomi	Direct Deposit	-SPLIT-	0.00		116,935.99
Paycheck	08/05/2019	8904		Jones, Shekiah		-SPLIT-		662.63	116,273.36
Paycheck	08/05/2019	8905		Joseph, Lindsey		-SPLIT-		643.06	115,630.30
Paycheck	08/05/2019	DD2813		Koehner, Stuart	Direct Deposit	-SPLIT-	0.00		115,630.30
Paycheck	08/05/2019	8908		Lacy, Drake A		-SPLIT-		499.32	115,130.98
Paycheck	08/05/2019	8907		Lidback, Natalie T		-SPLIT-		221.33	114,909.65
Paycheck	08/05/2019	8908		Oliver, Barb *		-SPLIT-		96.48	114,813.17
Paycheck	08/05/2019	8909		Saiz, Madison A		-SPLIT-		444.25	114,368.92
Paycheck	08/05/2019	8910		Smith, Virginia		-SPLIT-		1,268.34	113,100.58
Paycheck	08/05/2019	8911		Taylor, Jera M		-SPLIT-		358.39	112,742.19
Paycheck	08/05/2019	DD2815		Tiemersma, Brianna J	Direct Deposit	-SPLIT-	0.00		112,742.19
Paycheck	08/05/2019	DD2816		Tiemersma, Matthew	Direct Deposit	-SPLIT-	0.00		112,742.19
Paycheck	08/05/2019	DD2817		Tiemersma, Sarah	Direct Deposit	-SPLIT-	0.00		112,742.19
Paycheck	08/05/2019	DD2818		Van Vorst, Dawson	Direct Deposit	-SPLIT-	0.00		112,742.19
Paycheck	08/05/2019	DD2814		Sires, Rachelle	Direct Deposit	-SPLIT-	0.00		112,742.19
Liability Check	08/05/2019	8912		Deferred Compensa...		23000 - Deferr...		1,110.50	111,631.69
Bill Pmt -Check	08/05/2019	8914		McClain, Crouse & ...		20000 - Accou...		1,450.00	110,181.69
Deposit	08/08/2019			Kitsap Bank	Deposit	10200 - Credit ...	15,000.00		125,181.69

B

**William Shore Memorial Pool District**  
**General Ledger**  
 As of August 31, 2019

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Bill Pmt - Check	08/08/2019	8915		angeles millwork		20000 - Accou...		23.48	125,168.21
Bill Pmt - Check	08/08/2019	8916		Angelles Plumbing		20000 - Accou...		233.71	124,934.50
Bill Pmt - Check	08/08/2019	8917		Black Ball Ferry Line		20000 - Accou...		2,686.00	122,248.50
Bill Pmt - Check	08/08/2019	8918		Canon Financial Ser...		20000 - Accou...		168.07	122,080.43
Bill Pmt - Check	08/08/2019	8919		Pacific Office Equip...		20000 - Accou...		200.38	121,880.05
Bill Pmt - Check	08/08/2019	8920		Strategic Technolog...		20000 - Accou...		88.48	121,791.57
Bill Pmt - Check	08/08/2019	8921		Swalins General Store	VOID:	20000 - Accou...	0.00		121,791.57
Bill Pmt - Check	08/08/2019	8922		Thumans	Acct # 8136 5...	20000 - Accou...		35.73	121,755.84
Bill Pmt - Check	08/08/2019	8923		Wave		20000 - Accou...		122.30	121,633.54
Bill Pmt - Check	08/08/2019	8924		City of PA		20000 - Accou...		58.48	121,575.06
Bill Pmt - Check	08/08/2019	8925		Swalins General Store		20000 - Accou...		180.22	121,394.84
Liability Check	08/09/2019	efps		Kissap Bank	27-0992813	-SPLIT-		3,745.56	117,649.28
Transfer	08/09/2019				Funds Transfer	10000 - Count...	29,865.60		147,513.68
Check	08/09/2019	8942		Burke, Steve		22500 - Accou...		300.33	146,997.07
Credit Card Credit	08/09/2019			City Cards		21005 - Cll Ca...		11,893.57	138,090.60
Check	08/15/2019	8958		Lighthouse Christian...		310380 - Rent ...		750.00	137,340.60
Liability Check	08/19/2019			QuickBooks Payroll ...	Created by P...	-SPLIT-		6,474.00	127,866.60
Paycheck	08/20/2019	DD2819		Barnes, Molly	Direct Deposit	-SPLIT-	0.00		127,866.60
Paycheck	08/20/2019	DD2820		Bower, Victoria	Direct Deposit	-SPLIT-	0.00		127,866.60
Paycheck	08/20/2019	8926		Burke, Steven D.		-SPLIT-		1,545.82	126,320.78
Paycheck	08/20/2019	8928		Clark, Chris		-SPLIT-		372.05	125,948.73
Paycheck	08/20/2019	8927		Clark, Benjamin R		-SPLIT-		433.22	125,515.51
Paycheck	08/20/2019	DD2821		Compton, Jessica R	Direct Deposit	-SPLIT-	0.00		125,515.51
Paycheck	08/20/2019	8929		Coville, Trineley R		-SPLIT-		183.53	125,331.98
Paycheck	08/20/2019	DD2822		Hunter, Sierra N	Direct Deposit	-SPLIT-	0.00		125,331.98
Paycheck	08/20/2019	8930		Davis, Tristan		-SPLIT-		78.21	125,253.77
Paycheck	08/20/2019	DD2823		Johnson, Naomi	Direct Deposit	-SPLIT-	0.00		125,253.77
Paycheck	08/20/2019	8931		Jones, Shakinah		-SPLIT-		424.83	124,828.94
Paycheck	08/20/2019	8932		Joseph, Lindsey		-SPLIT-		815.16	124,013.78
Paycheck	08/20/2019	DD2824		Koehler, Stuart	Direct Deposit	-SPLIT-	0.00		124,013.78
Paycheck	08/20/2019	8933		Lacy, Drake A		-SPLIT-		544.42	123,469.36
Paycheck	08/20/2019	8934		Lidback, Natalie T		-SPLIT-		231.67	123,237.69
Paycheck	08/20/2019	8935		Oliver, Barb		-SPLIT-		115.76	123,121.93
Paycheck	08/20/2019	8936		Saiz, Madison A		-SPLIT-		203.66	122,918.27
Paycheck	08/20/2019	8937		Singhose, Patrick G.		-SPLIT-		22.86	122,895.41
Paycheck	08/20/2019	8938		Smith, Virginia		-SPLIT-		1,212.83	121,682.58
Paycheck	08/20/2019	8939		Taylor, Jera M		-SPLIT-		434.92	121,247.66
Paycheck	08/20/2019	DD2826		Tiemersma, Brianna J	Direct Deposit	-SPLIT-	0.00		121,247.66
Paycheck	08/20/2019	DD2827		Tiemersma, Matthew	Direct Deposit	-SPLIT-	0.00		121,247.66
Paycheck	08/20/2019	DD2828		Tiemersma, Sarah	Direct Deposit	-SPLIT-	0.00		121,247.66
Paycheck	08/20/2019	DD2829		Van Vorst, Dawson	Direct Deposit	-SPLIT-	0.00		121,247.66
Paycheck	08/20/2019	DD2830		Sires, Rachelle	Direct Deposit	-SPLIT-	0.00		121,247.66
Liability Check	08/20/2019	8941		Deferred Compensa...		23000 - Defer...	1,110.50		120,137.16
Deposit	08/21/2019				Deposit	430000 - Travel			120,137.16
Liability Check	08/23/2019	efps		Kissap Bank	27-0992813	-SPLIT-	334.19	3,368.88	117,107.47



**William Shore Memorial Pool District**  
**General Ledger**  
**As of August 31, 2019**

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Transfer	08/31/2019				Funds Transfer	12000 - Depos...	3,170.54		120,278.11
Deposit	08/31/2019				Deposit	-SPLIT-	0.00		120,278.11
Total 10400 - Cash in Operating Account							48,170.43	57,127.53	120,278.11
<b>10500 - Money Market Account</b>									
Deposit	08/31/2019				Deposit	46100 - Interest...	2.55		120,108.18
Total 10500 - Money Market Account							2.55	0.00	120,110.73
<b>10500 - Receivable from Construct Acct</b>									
Total 10500 - Receivable from Construct Acct									18,628.65
<b>10150 - Kilsap Bank - Other</b>									18,628.65
Total 10150 - Kilsap Bank - Other									0.00
Total 10150 - Kilsap Bank							60,157.56	72,326.79	270,638.43
<b>10350 - Construction Funds</b>									
<b>10070 - DADCO - Money Market</b>									
Transfer	08/05/2019				Funds Transfer	10050 - DADCO...			8,244,771.91
Bill Pmt -Check	08/08/2019	1009		ARC Architects Inc		20000 - Accou...	500,000.00		2,768,197.69
Bill Pmt -Check	08/08/2019	1010		Bill's Plumbing & S...		20000 - Accou...		18,935.84	3,266,197.69
Bill Pmt -Check	08/08/2019	1011		ZTC LLC		20000 - Accou...		190.00	3,247,262.05
Deposit	08/31/2019				Deposit	43210 - Interest...	216.92	4,500.00	3,247,072.05
Check	08/31/2019				Check	43250 - Invest...			3,242,572.05
Deposit	08/31/2019				Deposit	43220 - Divide ...	3,979.52	164.73	3,242,783.97
Total 10070 - DADCO - Money Market							504,196.44	23,790.37	3,246,603.76
<b>10050 - DADCO - Capital Improve Acct</b>									
10060 - DADCO Accrued Income									3,248,803.78
Total 10050 - DADCO Accrued Income									5,497,202.87
<b>10050 - DADCO - Capital Improve Acct - Other</b>									0.00
Transfer	08/05/2019				Funds Transfer	10070 - DADCO...			5,497,202.87
General Journal	08/31/2019	ap	*			-SPLIT-	6,741.57	500,000.00	4,997,202.87
Total 10050 - DADCO - Capital Improve Acct - Other							6,741.57	500,000.00	5,003,944.44
Total 10050 - DADCO - Capital Improve Acct							6,741.57	500,000.00	5,003,944.44
<b>10600 - Kilsap Construction Account</b>									
Total 10600 - Kilsap Construction Account							6,741.57	500,000.00	5,003,944.44
<b>10950 - Payable to Operating Acct</b>									
Total 10950 - Payable to Operating Acct							6,741.57	500,000.00	5,003,944.44
									0.00
									0.00
									-18,628.65
									-18,628.65