

**OCEAN SHORES GOLF COURSE PROJECT REVIEW
CITY OF OCEAN SHORES
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Shows Total Earned of \$220, 606.21 (including tax. etc.)
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Received by L&I on 8/4/2020, Approved by L&I on 8/4/2020
18. **EXHIBIT #18A** – Documentation of Prevailing Wage Complaint
Filed by REBOUND Based on Public Records - Received by L&I on March 5, 2020
Resolved by L&I on December 7, 2020, With Violations Found
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19. **EXHIBIT #19** – Affidavit of Wages Paid Filed by Ocean Shores Golf Course, Inc.
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20. **EXHIBIT #20A** - L&I Electrical Inspector Report
Notice to Turf Care of Electrical Violations
21. **EXHIBIT #20B** - L&I Electronic Contractor Review Page
Shows Electrical Violations, Notes That the Fines Were Paid.

ADDENDA OF NOTE

(Under Tab 21)

1. L&I Project Information – OSGC – Phase 1 Irrigation – 19PW-25
(Lists Subcontractors and Includes OSGC, Inc.)
2. Turf Care Proposal, P. P-5 – Non-Participation in Collusion Statement
and Affirmation of No Employees
3. 12/27/2019 – Letter from City of Ocean Shores to Curt Zander
Limited Notice to Proceed and Map of Approved Construction Area
4. L&I Policy – 4/2/1985 – Definition of Utilities Construction
5. WAC 296-127-01340 Scope of Work – Laborers in Utilities Construction
6. WAC 296-127-01364 Scope of Work – Plumbers and Pipefitters
7. L&I Business Information Sheet – Ocean Shores Golf Course, Inc.
Company Reports 1 – 3 Employees
8. L&I Certificate of Workers' Comp Coverage – Ocean Shores Golf Course, Inc.
Also shows that OSGC, Inc. is not a Licensed Contractor.
Note: Turf Care – as Owner/Operator – has no Workers Comp Acct.
9. Department of Revenue - Turf Care Registration
Department of Revenue – OSGC, Inc Registration
10. Turf Care - Progress Estimate No. 8 (Final) - \$322,762.58 *(Total Due: \$741.98)*

EXHIBIT #1

Competitive Bid Estimates – 5 Contractors

CITY OF OCEAN SHORES
Golf Course Irrigation Project Phase 1
BID #: 19PW-25

BIDDER:
BIDDER ADDRESS:

Washington State Workman's Comp. Act. No.
Washington State Contractor's Reg. Number
Bid Bond or Other Good Faith Token

Construction Estimate			Turf Care			Nova Contracting			Rognlin's Inc			C&R Tractor			Quigg Bros		
ITEM	DESCRIPTION	UNITS	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Base Bid																	
1	Mobilization and Demobilization	LS	1	\$ 39,700.00	\$ 39,700.00	\$ 2,000.00	\$ 2,000.00	\$ 47,000.00	\$ 47,000.00	\$ 65,000.00	\$ 65,000.00	\$ 33,000.00	\$ 33,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
2	Unexpected Site Changes	FA	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
3	Irrigation Hole 10	LS	1	\$ 47,100.00	\$ 47,100.00	\$ 40,000.00	\$ 40,000.00	\$ 30,000.00	\$ 30,000.00	\$ 61,000.00	\$ 61,000.00	\$ 41,500.00	\$ 41,500.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00
4	Irrigation Hole 11	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 40,000.00	\$ 40,000.00	\$ 25,000.00	\$ 25,000.00	\$ 53,000.00	\$ 53,000.00	\$ 49,600.00	\$ 49,600.00	\$ 53,000.00	\$ 53,000.00	\$ 53,000.00	\$ 53,000.00
5	Irrigation Hole 12	LS	1	\$ 42,700.00	\$ 42,700.00	\$ 40,000.00	\$ 40,000.00	\$ 25,000.00	\$ 25,000.00	\$ 56,000.00	\$ 56,000.00	\$ 46,100.00	\$ 46,100.00	\$ 53,000.00	\$ 53,000.00	\$ 53,000.00	\$ 53,000.00
6	Irrigation Hole 18	LS	1	\$ 22,600.00	\$ 22,600.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 41,000.00	\$ 41,000.00	\$ 22,000.00	\$ 22,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00
7	Demo Pump Station	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00	\$ 9,000.00	\$ 9,000.00	\$ 10,800.00	\$ 10,800.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
8	Irrigation Pump Station	LS	1	\$ 143,900.00	\$ 143,900.00	\$ 83,000.00	\$ 83,000.00	\$ 142,600.00	\$ 142,600.00	\$ 82,000.00	\$ 82,000.00	\$ 124,700.00	\$ 124,700.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00
9	Road Crossing, C-1	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,700.00	\$ 5,700.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
10	Road Crossing, C-2	LS	1	\$ 11,000.00	\$ 11,000.00	\$ 4,500.00	\$ 4,500.00	\$ 12,000.00	\$ 12,000.00	\$ 6,000.00	\$ 6,000.00	\$ 7,600.00	\$ 7,600.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
11	Canal Crossing, C-3	LS	1	\$ 5,200.00	\$ 5,200.00	\$ 1,200.00	\$ 1,200.00	\$ 31,000.00	\$ 31,000.00	\$ 6,000.00	\$ 6,000.00	\$ 26,600.00	\$ 26,600.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
12	Canal Crossing, C-4	LS	1	\$ 15,100.00	\$ 15,100.00	\$ 5,000.00	\$ 5,000.00	\$ 31,000.00	\$ 31,000.00	\$ 8,000.00	\$ 8,000.00	\$ 15,975.00	\$ 15,975.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
13	Trench Safety	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,100.00	\$ 1,100.00	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
14	Irrigation Control	LS	1	\$ 47,100.00	\$ 47,100.00	\$ 25,000.00	\$ 25,000.00	\$ 6,000.00	\$ 6,000.00	\$ 35,000.00	\$ 35,000.00	\$ 34,500.00	\$ 34,500.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
15	Electrical Service	EST	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
16	Electrical	LS	1	\$ 10,400.00	\$ 10,400.00	\$ 8,000.00	\$ 8,000.00	\$ 26,000.00	\$ 26,000.00	\$ 17,000.00	\$ 17,000.00	\$ 29,600.00	\$ 29,600.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
				\$ 443,300.00	\$ 443,300.00	\$ 299,200.00	\$ 299,200.00	\$ 429,700.00	\$ 429,700.00	\$ 455,000.00	\$ 455,000.00	\$ 455,675.00	\$ 455,675.00	\$ 474,000.00	\$ 474,000.00	\$ 474,000.00	\$ 474,000.00
				\$ 39,897.00	\$ 39,897.00	\$ 26,928.00	\$ 26,928.00	\$ 38,673.00	\$ 38,673.00	\$ 40,950.00	\$ 40,950.00	\$ 41,010.75	\$ 41,010.75	\$ 42,660.00	\$ 42,660.00	\$ 42,660.00	\$ 42,660.00
				\$ 483,197.00	\$ 483,197.00	\$ 326,128.00	\$ 326,128.00	\$ 468,373.00	\$ 468,373.00	\$ 495,950.00	\$ 495,950.00	\$ 496,685.75	\$ 496,685.75	\$ 516,660.00	\$ 516,660.00	\$ 516,660.00	\$ 516,660.00
				BASE BID SUBTOTAL													
				BASE BID TAX													
				BASE BID TOTAL BID													

- Denotes mathematical error corrected in preparation of bid tabulation.

Bids were received and reviewed by the Purchasing Department of the City of Ocean Shores, 800 Anchor Ave. NW, Ocean Shores, WA 98569 on Tuesday November 19, 2019, at 3:00 p.m. (local time).

I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.



Nicholas Bird, P.E.

EXHIBIT #2A

December 10, 2019 Email from Mayor Dingler

Re: Explanation of Lowest Bid

com



Mail - s...

Saltwater...

San Diego...

E-Resour...

O...



Crystal Dingler

Tue 12/10/2019 8:52 AM

Inbox

To: Susan Conniry-Beasley;



Hi Susan:

The golf course is using volunteers and is not trying to make a profit on the project. A regular contractor would use paid employees and wish to make a reasonable profit. Hence, the difference in bids.

Crystal L. Dingler, Mayor

City of Ocean Shores

PO Box 909

Ocean Shores, WA 98569

t (360) 289-3099 x1

c (360) 581-5386

Disclaimer: Documents and correspondence are available under RCW 42.56. This e-mail may be disclosed to a third-party requestor.



Susan Conniry-Beasley

EXHIBIT #2B

October 25, 2020 Email from Auditor to Councilmember Elduen
Re: City's Authority to Determine Bid Award

From: [Rhodes, Kecia \(SAO\)](#)

Sent: Thursday, October 15, 2020 12:12 PM

To: [Frank Elduen](#)

Subject: RE: Golf course

Hi Frank,

We did not note any issues with the procurement of the Golf Course Irrigation Project. We reviewed the responsible bidder criteria laid out in the contract noting it requires the bidder to have successfully completed at least three projects of a similar size and scope during the 5 year period preceding the bid submittal deadline. Similar size is considered 60% of the bid amount submitted. We found the bidder did not appear to meet this requirement; however, we also noted language in the contract stating "the City is the sole judge in determining if the prospective contractor meets the minimum experience requirements" and "the City may consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria". We noted the second lowest bidder did not list having experience with irrigation projects in their bid documents. We reviewed the City's bidder responsibility review document where the City identified this requirement as too strict and unreasonably high and identified the deficiency as an informality. Since the lowest responsive bidder was selected and that bidder complied with the terms prescribed by the solicitation for bids as documented by the City, we did not take issue.

I hope this is helpful.

Thank you,



Kecia Rhodes

Assistant State Auditor, [Office of the Washington State Auditor](#)

(564) 999-0877 | www.sao.wa.gov

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From: Frank Elduen <wsucougars9@yahoo.com>

Sent: Thursday, October 15, 2020 11:35 AM

To: Rhodes, Kecia (SAO) <rhodesk@sao.wa.gov>

Subject: Golf course

This message has originated from an External Source. Please use caution when opening attachments, clicking links, or responding to this email. Contact your desktop support or IT security staff for assistance and to report suspicious messages.

Hi

With the documents I supplied on the golf course your audit found everything in order ? I hope you don't mind me asking what you thought of the information I sent.

Thanks for your time.

Frank Elduen

Sent from [Mail](#) for Windows 10

EXHIBIT #3A

March 20, 2019 Email from Curt Zander [OSGC, Inc.]
Recapping Meeting with City Council

From: [Ocean Shores Golf Course](#)
To: [Crystal Dingler](#)
Cc: [Susan Conniry-Beasley](#); [Lisa Griebel](#); [Jon Martin](#); [Steve Ensley](#); bpeterson@osgov.com; [Eric Noble](#)
Date: [Tuesday, March 12, 2019 5:10:01 PM](#)

Dear City Mayor and Council,

I want to thank you for the opportunity to speak at your last city council meeting. Having served on the N.B. School Board for 10 years, (4 years as the Board Chair) I understand the dynamics of what you do and the many directions that you are pulled. My intent at the council meeting was to bring to light the importance of investing in your asset, the Golf Course. The Golf Course should be viewed as an asset owned by the City of Ocean Shores, no different from the Library, City Hall, Fire Station, Police Station, Convention Center or City Parks. All of these facilities bring needed visitors to Ocean Shores and equally as important, permanent residents to Ocean Shores. If your Fire Station or Library needed a new roof, you would budget for that and have it done. Your golf course is in dire need of a new irrigation system on the back nine. Without an irrigation system that is functional, you will not have an 18 hole golf course, only a 9 hole golf course. After the Pacific Ocean, I can think of no bigger draw to Ocean Shores than the golf course. I have 18,000 paying rounds per year. Golfers bring their clubs with them when they travel with the intent of playing. What City facility brings more than 18,000 people to Ocean Shores?

It was 14 years ago I agreed to irrigate the front nine for rent credit. The lease was extended for 15 years for that improvement along with other needed improvements that my business financed. There were 11 capital improvements created in total, all of which have been completed. The latest City improvement need after the "2005 Capital Improvement Lease" was the bridge. I agreed to do that for an additional 5 year lease extension to recover my investment. Presently my lease goes until 2025, with a five year extension after that, taking it to 2030. I am 60 years old and do not wish to extend my lease any further than 2030.

My offer to you is to do all the labor installing the irrigation system on the back nine with the City purchasing the materials and doing the road crossing needed in the installation. As I said at the council meeting, what I'm offering is a big deal financially. I have the equipment and will pay for the labor costs to get it done.

This is my final offer and I hope that you will make the right decision in financing this needed improvement.

Regards, Curt Zander, Pres.
Ocean Shores Golf Course Inc.

EXHIBIT #3B

December 20, 2019 Email from Curt Zander to Nick Bird
Re: His Performance of Electrical Work as Turf Care

From: [Ocean Shores Golf Course](#)
To: [Nick Bird](#)
Subject: Re: COP#1 - Efficiency Changes
Date: Monday, December 30, 2019 2:32:17 PM

Nick

Thank you for the info. Turf Care, which is me, will be doing the work because wiring in the surge protectors and sprinklers are an important element in this irrigation project. If there is additional monies coming to me with the O&P then by all means yes. As far as the equipment, I will do the ground rods when I'm trenching the laterals for the sprinklers. The additional time on the trencher for these added ground rods is minimal so I don't want any additional money for that. Thank you and did you have a chance to check with the Sewer Department on the road crossing by the club house? Like I said I recall the sewer line running north and south on the east side of Canal Dr. Regards, Curt

From: Nick Bird <nbird@osgov.com>
Sent: Monday, December 30, 2019 11:31 AM
To: OSGC@msn.com <OSGC@msn.com>
Subject: COP#1 - Efficiency Changes

Curt,

Following up on the proposal provided this morning I think the framework looks good. To formalize the change, we need to have a written change order to modify the contract document (which I will prepare).

I did have two clarifying questions though:

1. The Contract (GC 3.4.6, P. 3-25) allows the contractor to incorporate overhead and profit (O&P) into changes in the work. The maximum allowable is 15% for the general contractor and their work, and 15% for subs + 10% for the general on subcontract work. Given that the proposed work can be either Turf Care or OSGC, I wanted to check and see if 1) you even wanted to incorporate O&P, and 2) if so, is the work to be done by Turf Care or OSGC?
2. Equipment is not shown in either segments of work (valves and surge protectors). Based on the information supplied, it appears that the intent is to hand dig for both segments of work. If this is not the case, then please let me know so that we can incorporate equipment expenses into the work. If you would like equipment incorporated into the work, please let me know make/model, rate, and projected hours for usage.

Once we have these two items buttoned up, I will prepare the formal change order document based on the supplied information and the supplemental information requested in this email.

If you have any questions, please let me know.

Thank you,
Nick

*Nick Bird / Public Works Director
City of Ocean Shores*

EXHIBIT #4A

Buck Electric – Statement of Intent to Pay Prevailing Wages



Printer Friendly

Intent Details

Project Detail - Project Dashboard

Document Received Date: 12/22/2020 Intent ID: 1111583 Affidavit ID: 990896 Status: Approved On 12/22/2020

Company Details

Company Name: BUCK ELECTRIC INC
Address: PO BOX 1499
 OCEAN SHORES, WA, 98569
Contractor Registration No. BUCKEI*044NA
WA UBI Number 601728582
Phone Number 360-289-2888
Industrial Insurance Account ID 38153901
OMWBE Certifications as of 12/22/2020 No active certifications existed when Intent was submitted
Email Address ace@acebuckelectric.com
Filed By Jody Cadle

Prime Contractor

Company Name TURF CARE
Contractor Registration No. TURFCC*816K1
WA UBI Number 602109374
Phone Number 360-581-4518
Project Information
Awarding Agency City of Ocean Shores
 PO Box 909 Ocean Shores, WA - 98569
Awarding Agency Contact Scott Anderson
Awarding Agency Contact Phone Number 360-940-7643
Contract Number 19PW-25
Project Name Phase 1 Irrigation
Project Description Irrigation
Contract Amount \$322,762.58
Contract Type Description Bid-Build (Traditional)
Bid due date 11/19/2019
Award Date 11/25/2019
Project Site Address or Directions 500 Canal D, NE Ocean Shores, Wa. 98569

Hiring Contractor

Company Name TURF CARE
Contractor Registration No. TURFCC*816K1
WA UBI Number 602109374

Payment Details

Check Number:
Transaction Id: 107822287

Intent Details

Expected project start date: (MM/DD/YYYY) 5/6/2020
In what county (or counties) will the work be performed? Grays Harbor
In what city (or nearest city) will the work be performed? Ocean Shores
What is the estimated contract amount? OR is this a time and materials estimate? Time and materials
Does your company intend to hire ANY subcontractors? No
Will your company have employees perform work on this project? Yes
Do you intend to use any apprentices? (Apprentices are considered employees.) No
How many owner/operators performing work on the project own 30% or more of the company? 0

Journey Level Wages

County	Trade	Occupation	Wage	Fringe	# Workers
Grays Harbor	Electricians - Inside	Journey Level	\$65.51	\$5.73	1
Grays Harbor	Electricians - Inside	Journey Level	\$67.28	\$2.68	1

Public Notes

[Show/Hide Existing Notes](#)

-- On 12/22/2020:--

Replaces Intent ID 1050860 due to clerical error

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EXHIBIT #4B

Buck Electric – Affidavit of Wages Paid



Printer Friendly

Affidavit Details

Project Detail - Project Dashboard

Document Received Date: 12/22/2020 Intent Id: 1111581 Affidavit Id: 990896 Status: Approved on 12/22/2020

Company Details

Name	BUCK ELECTRIC INC
Address	PO BOX 1499 OCEAN SHORES, WA, 98569
WA UBI no.	601728582
Contractor Registration no.	BUCKEI*044NA
Industrial Insurance Account Id	38153901
OMWBE Certifications as of 12/22/2020	No active certifications existed when Intent was submitted
Email Address	ace@acebuckelectric.com
Filed By	Cadle, Jody
Prime Contractor	
Prime contractor name	TURF CARE
Prime contractor registration no.	TURFCC*816K1
Prime contractor Phone Number	360-581-4518

Project Information

Awarding agency:	City of Ocean Shores PO Box 909 Ocean Shores, WA - 98569
Awarding agency contact:	Scott Anderson
Awarding agency contact phone number:	360-940-7643
Contract no.	19PW-25
Project name	Phase 1 Irrigation
Project Description	Irrigation
Dollar amount of your contract:	\$ 10,343.89
Bid due date	11/19/2019
Contract award date	11/25/2019
Job site address/directions:	500 Canal D. NE Ocean Shores, Wa. 98569

Hiring Contractor

Company Name	TURF CARE
Contractor Registration No.	TURFCC*816K1
WA UBI Number	602109374

Payment Details

Check Number:	
Transaction Id:	107822313

Project Details

County where work was performed	Grays Harbor
City where work was performed	Ocean Shores
Prime contractor Intent form Id# for this project	1052632
Intent filed date	12/22/2020
Job start date: MM-DD-YYYY	5/25/2020
Date work completed: MM-DD-YYYY	5/26/2020

Project Completion

Did your company hire any subcontractors?	No
Did your company have employees perform work on this project?	Yes
Did you use apprentice employees on this project?	No

Company Owner Information

How many owner/operators performed work on the project that own 30% or more of the company?	0
---	---

No company owner added.

Affidavit Subcontractor(s)

No subcontractor is selected for this affidavit.

Journeylevel Wages

County	Trade	Occupation	Wages	Fringes	# Workers	# Hours
Grays Harbor	Electricians - Inside	Journey Level	65.51	5.73	1	14.00
Grays Harbor	Electricians - Inside	Journey Level	67.28	2.68	1	14.00

Apprentice Wages

Public Notes

[Show/Hide Existing Notes](#)

-- On 12/22/2020:--

Replaces Affidavit ID 948539 due to clerical error

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EXHIBIT #4C

Buck Electric – Permit to Perform Electrical Work on Pump House

Permit

Permit Number 3369754E Completed Pending Final No
 Permit Status Inactive Finals Eligible No
 Applied 4/20/2020 Completed Yes
 1st Expired Notice Sent Date N/A Total Fees \$123.70
 2nd Expired Notice Sent Date N/A **Fee Due \$0.00**
 Total Units 22 1st Fee Due Sent
 Total Corrections [N/A](#) 2nd Fee Due Sent

Description 200A Service pump house

Applicant

Inspection Site

Permit Holder BUCK ELECTRIC INC Company Name City of Ocean Shores Golf Course
 Name Owner Name
 Address PO BOX 1499 Address 579 Canal Dr NE
 City OCEAN SHORES City OCEAN SHORES

Special Instructions This permit has been finalized.

[< Prev](#)
[Print](#)
[Inspection Lookup](#)

Requests

Requested	Description	Comment	Area	Reason	Status	Created	Created by	Updated	Updated by	Contact	Phone	Edit	View
5/27/2020	WIRE PUMP HOUSE	OPEN FOR INSPECTION	11		Request Taken	5/26/2020	EPIE235	5/29/2020	hogg235				

Inspections

Inspected	Inspector	Service Location	Comment	Total Miles	Units	Routine Stop	Corrections Written	Corrections Completed	Approval	Response Time	Unpermitted Stop	Created	Create by
5/29/2020	HOGGATT, WAYNE	ABERDEEN		0	22	Commercial, Commercial	0	0		> 48 hours	No	5/29/2020	hogg23

Details

Inspected	Inspection	Result	Power Co	Comment
5/29/2020	Cover, Service, Underground	AC - Approved Complete	No	
5/29/2020	Cover, Circuit, Underground	AC - Approved Complete	No	to sprinkler controller
5/29/2020	Circuit, New, Exposed, <=120V, <=100A	AC - Approved Complete	No	Light & Outlet
5/29/2020	Circuit, New, Exposed, <=120V, <=100A	AC - Approved Complete	No	remote sprinkler controller
5/29/2020	Circuit, New, Exposed, 240V, <=100A	AC - Approved Complete	No	Surge suppressor
5/29/2020	Feeder, New, Exposed, 240V, 101-200A	AC - Approved Complete	No	125 amp to pump controller
5/29/2020	Service, Altered, Underground, 240V, 101-200A	AC - Approved Complete	Yes	200 Amp UG Service....New Pump House

EXHIBIT #5A

H D Fowler – Statement of Intent to Pay Prevailing Wages
(Using Utilities Construction Classifications)



Printer Friendly

Intent Details

Project Detail - Project Dashboard

Document Received Date: 12/22/2020

Intent ID: 1111587

Affidavit ID: 993648

Status: Approved On 12/22/2020

Company Details

Company Name: H D FOWLER CO INC
Address: PO BOX 160
 BELLEVUE, WA, 98009
Contractor Registration No. HDFOWDF944KR
WA UBI Number 179016679
Phone Number 425-746-8400
Industrial Insurance Account ID 15070200
OMWBE Certifications as of 12/22/2020 No active certifications existed when Intent was submitted
Email Address kileee@hdfowler.com
Filed By Satavy Ear

Prime Contractor

Company Name TURF CARE
Contractor Registration No. TURFCC*816K1
WA UBI Number 602109374
Phone Number 360-581-4518

Project Information

Awarding Agency City of Ocean Shores
 PO Box 909 Ocean Shores, WA - 98569
Awarding Agency Contact Scott Anderson
Awarding Agency Contact Phone Number 360-940-7643
Contract Number 19PW-25
Project Name Phase 1 Irrigation
Project Description Irrigation
Contract Amount \$322,762.58
Contract Type Description Bid-Build (Traditional)
Bid due date 11/19/2019
Award Date 11/25/2019
Project Site Address or Directions 500 Canal D. NE Ocean Shores, Wa. 98569

Hiring Contractor

Company Name TURF CARE
Contractor Registration No. TURFCC*816K1
WA UBI Number 602109374

Payment Details

Check Number:
Transaction Id: 107822312

Intent Details

Expected project start date: (MM/DD/YYYY) 3/17/2020
In what county (or counties) will the work be performed? Grays Harbor
In what city (or nearest city) will the work be performed? Ocean Shores
What is the estimated contract amount? OR is this a time and materials estimate? \$4,000.00
Does your company intend to hire ANY subcontractors? No
Will your company have employees perform work on this project? Yes
Do you intend to use any apprentices? (Apprentices are considered employees.) No
How many owner/operators performing work on the project own 30% or more of the company? 0

Journey Level Wages

County	Trade	Occupation	Wage	Fringe	# Workers
Grays Harbor	Laborers - Underground Sewer & Water	Pipe Layer	\$51.80	\$0.00	2

Public Notes

☐ [Show/Hide Existing Notes](#)

-- On 12/22/2020:--

HDF Fusion Team was on site 3/17, 4/1, 4/3, and 5/18

[Back To Search](#)

EXHIBIT #5B

H D Fowler – Affidavit of Wages Paid
(Using Utilities Construction Classifications)



Printer Friendly

Affidavit Details

Project Detail - Project Dashboard

Document Received Date: 1/6/2021 Intent Id: 1111587 Affidavit Id: 993648 Status: Approved on 1/6/2021

Company Details

Name: H D FOWLER CO INC

Address: PO BOX 160
BELLEVUE, WA, 98009

WA UBI no.: 179016679

Contractor Registration no.: HDFOWD944KR

Industrial Insurance Account Id: 15070200

OMWBE Certifications as of 12/22/2020: No active certifications existed when Intent was submitted

Email Address: klee@hdfowler.com

Filed By: Ear, Satavy

Prime Contractor

Prime contractor name: TURF CARE

Prime contractor registration no.: TURFCC*816K1

Prime contractor Phone Number: 360-581-4518

Project Information

Awarding agency: City of Ocean Shores
PO Box 909 Ocean Shores, WA - 98569

Awarding agency contact: Scott Anderson

Awarding agency contact phone number: 360-940-7643

Contract no.: 19PW-25

Project name: Phase 1 Irrigation

Project Description: Irrigation

Dollar amount of your contract: \$ 4,000.00

Bid due date: 11/19/2019

Contract award date: 11/25/2019

Job site address/directions: 500 Canal D, NE Ocean Shores, Wa. 98569

Hiring Contractor

Company Name: TURF CARE

Contractor Registration No.: TURFCC*816K1

WA UBI Number: 602109374

Payment Details

Check Number:

Transaction Id: 107838787

Project Details

County where work was performed: Grays Harbor

City where work was performed: Ocean Shores

Prime contractor Intent form Id# for this project: 1052632

Intent filed date: 12/22/2020

Job start date: MM-DD-YYYY: 3/17/2020

Date work completed: MM-DD-YYYY: 5/18/2020

Project Completion

Did your company hire any subcontractors? No

Did your company have employees perform work on this project? Yes

Did you use apprentice employees on this project? No

Company Owner Information

How many owner/operators performed work on the project that own 30% or more of the company? 0

No company owner added.

Affidavit Subcontractor(s)

No subcontractor is selected for this affidavit.

Journeylevel Wages

County	Trade	Occupation	Wages	Fringes	# Workers	# Hours
Grays Harbor	Laborers - Underground Sewer & Water	Pipe Layer	51.80	0.00	2	16.00
Grays Harbor	Laborers - Underground Sewer & Water	Pipe Layer	51.80	0.00	2	8.00

Apprentice Wages

Public Notes

☐ [Show/Hide Existing Notes](#)

No note exists

[Back To Search](#)

EXHIBIT #6

August 27, 2019 Email from Mayor Crystal Dingler to Nick Bird
Transmitting Curt Zander's Bid Information

From: [Crystal Dingler](#)
To: [Nick Bird](#)
Subject: FW: No Email
Date: Tuesday, August 27, 2019 10:00:00 AM

Here is Curt Zanders estimate. Thanks.

Crystal

*Crystal L. Dingler, Mayor
City of Ocean Shores
PO Box 909
Ocean Shores, WA 98569
t (360) 289-3099 x1
c (360) 581-5386*

Disclaimer: Documents and correspondence are available under RCW 42.56. This e-mail may be disclosed to a third-party requestor.

From: Ocean Shores Golf Course [mailto:osgc@msn.com]
Sent: Monday, August 26, 2019 4:16 PM
To: Crystal Dingler <cdingler@osgov.com>
Subject: Re: No Email

Chrystal

I've been remembering doing the back nine 10 years ago, something like that is hard to forget. I worked 6 days a week and Mark helped 2 or 3 days a week depending on what we were doing. It took 6 months from start to finish. Talking with L&I this would fall under landscape work and a laborer is 37.60 an hour and a operator (someone on equipment) is 63.70 per hour. I will be working 48 hours a week minimum and will need help 25 hours a week. That would be a total of 600 hours for the helper over 6 months. Probably half of the time this person would be on a tractor covering up ditches or hauling pipe with the forks on the tractor. I pay 14.00 per hour so the difference between a laborer is 23.60 and a operator is 49.70 per hour. My additional costs because of prevailing wage laws would be a minimum of 21,990.00. If I am unable to start the first week in October because of bid delays then I would need more help from my helper to get this done before I need to water in April. I will be asking for 25,000.00 for my portion of this project. I hope this is what you were asking for.

From: Crystal Dingler <cdingler@osgov.com>
Sent: Monday, August 26, 2019 11:59 AM
To: Ocean Shores Golf Course <osgc@msn.com>
Subject: No Email

Hi Curt: I haven't received an email from you. Can you resend. Thanks.

Crystal

*Crystal L. Dingler, Mayor
City of Ocean Shores
PO Box 909
Ocean Shores, WA 98569
t (360) 289-3099 x1
c (360) 581-5386*

Disclaimer: Documents and correspondence are available under RCW 42.56. This e-mail may be disclosed to a third-party requestor.

EXHIBIT #7

Affidavit of Publication of Bid Opportunity in Daily Journal of Commerce
Including Related Documentation

STATE OF WASHINGTON -- KING COUNTY

--SS,

379159

No.

City of Ocean Shores

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

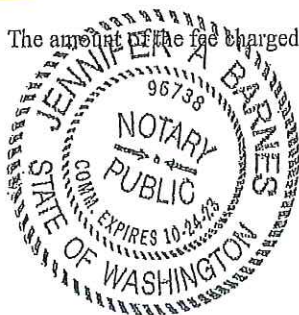
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BC:GOLF COURSE IRRIGATION

was published on

11/01/19

The amount of the fee charged for the foregoing publication is the sum of \$218.40.



Subscribed and sworn to before me on

11/01/2019

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Ocean Shores

Golf Course

Irrigation Phase 1

Bid Date: November 19

**CALL FOR BIDS
CITY OF OCEAN SHORES
GOLF COURSE IRRIGATION
PROJECT PHASE 1
ENGINEER'S ESTIMATE
\$483,290**

Sealed Proposals will be received by the undersigned at the City of Ocean Shores, 800 Anchor Avenue NW, Ocean Shores, Washington 98569, up to 3:00 p.m.; local time on Tuesday, November 19, 2019, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the Ocean Shores Golf Course Irrigation.

The Work under this Contract shall consist of, but not be limited to removal and replacement of the existing eastern surface water diversion and pump station, replacement of the existing irrigation supply and equipment for holes 10, 11, 12, and 18, two horizontal directional drilling crossings under Canal Drive, and two crossings of the Grand Canal.

The Work shall be substantially complete by June 30, 2020 and physically complete by July 15, 2020. All bidding and construction is to be performed in compliance with the Contract Provisions and Contract Plans for this project and any addenda issued thereto that are on file at the office of the City Clerk, City Hall, Ocean Shores, Washington.

PRE-BID CONFERENCE AND SITE VISIT: A Pre-Bid Conference and site visit will be held on Tuesday, November 12, 2019, 10 AM local time, at the Ocean Shores Golf Course (site of the work), 500 Canal Drive NE, Ocean Shores, Washington, 98569.

The Proposals will be publicly opened and read aloud shortly after the time and date stated above. Proposals are to be submitted only on the form provided with the Bid Documents. All Proposals must be accompanied by a certified check, postal money order, cashiers check, or Proposal bond payable to the "City of Ocean Shores" and in an amount of not

less than five percent (5%) of the total Proposal amount.

Plans, specifications, addenda, bidders list and plan holders list for this project are also available through the City of Ocean Shores on-line plan room with the Builders Exchange of Washington. Free of Charge access is provided to Prime Bidders, Subcontractors, and Vendors by going to: www.bxwa.com and clicking on "Posted Projects"; "Public Works"; "City of Ocean Shores"; and "Projects Bidding". Bidders are encouraged to "Register" in order to receive automatic email notification of future addenda and to be placed on the "Bidders List". Contact Builders Exchange of Washington at 425.258.1303 should you require assistance with access or registration.

Financing of the Project has been provided by City of Ocean Shores, Washington. The City of Ocean Shores expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsive, responsible bidder as it best serves the interests of the City.

(Signed) ANGELA FOLKERS

CITY CLERK

Date of publication in the Seattle Daily Journal of Commerce, November 1, 2019.

11/1(379159)



Disbursement Voucher

User: mkuhl
Batch: 00925.11.2019
Printed: 11/22/2019 - 1:58PM

Vendor No. 131000 Voucher No. 171518
Claimant: Daily Journal of Commerce
83 Columbia St. #200
Seattle, WA 98014

Check Date	Invoice Date	Invoice No.	Description	G/L Account No.	Amount
11/22/2019	11/21/2019	3352955		301-001-000-594-18-60-02	218.40
Vendor Total:					218.40

STATE OF WASHINGTON
COUNTY OF GRAYS HARBOR

I, the undersigned so hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Ocean Shores, and that I am authorized to authenticate and

Angela Folkers - Finance Director

11/22/2019

Date Approved

DAILY JOURNAL OF COMMERCE

83 Columbia St #200, Seattle, WA 98104

206-622-8272 FAX 206-622-8416

Federal I.D. #91-0193790

ADVERTISING INVOICE

BILLING PERIOD	ADVERTISER/CLIENT NAME	
11/01/19	City of Ocean Shores	
TOTAL AMOUNT DUE	INVOICE NO.	TERMS OF PAYMENT
218.40	3352955	Net 30

BILLED ACCOUNT NAME AND ADDRESS City of Ocean Shores Accounts Payable PO BOX 909 Ocean Shores WA 98569	PAGE#	BILLING DATE
	1	11/01/19
	BILLED ACCOUNT NUMBER	
	7460	
ADVERTISER/CLIENT NUMBER		

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

10	11	12, 13, 14	15	16	17	18	19	20
DATE	NEWSPAPER REFERENCE	DESCRIPTION-OTHER COMMENTS/CHARGES	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	GROSS AMOUNT	NET AMOUNT
11/01	379159 11/01	BC:GOLF COURSE IRRIGATION JENNY BELCHER	1x104L 104L	1	2.10			218.40
301.001.000.594. - 18.60.02 oe								

Daily Journal of Commerce

INVOICE NUMBER	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NAME	TOTAL AMOUNT DUE
3352955	7460	City of Ocean Shores	218.40

Project #COS1 **Bid Date: 11/19/2019 @ 3:00 pm PST**

Golf Course Irrigation Project Phase 1, City of Ocean Shores, WA #19PW-25

\$483,200

Specs & Plans

Register on this project.

View self registered Bidders List

Builders Exchange of Washington, Inc. Subs and Suppliers

Owner:

City of Ocean Shores
800 Anchor Avenue NW
Ocean Shores, WA 98569

Issued by:

www.bxwa.com

Prebid: 11/12 @ 10:00 am at the Ocean Shores Golf Course (site of the work), 500 Canal Drive NE, Ocean Shores WA 98569

Description:

The Work under this Contract shall consist of, but not be limited to removal and replacement of the existing eastern surface water diversion and pump station, replacement of the existing irrigation supply and equipment for holes 10, 11, 12, and 18, two horizontal directional drilling crossings under Canal Drive, and two crossings of the Grand Canal.

EXHIBIT #8A

Ocean Shores Golf Course Lease Agreement
(Includes Formal Description of Property)

OCEAN SHORES GOLF COURSE LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by the CITY OF OCEAN SHORES, a Washington municipal corporation, (hereinafter referred to as the "City") and OCEAN SHORES GOLF COURSE, INC., A Washington corporation (hereinafter referred to as "Lessee"). This Agreement supersedes all prior lease agreements between the parties.

WHEREAS, the City owns and operates the Ocean Shores Municipal Golf Course Facilities, legally described on Exhibit "A" attached hereto and incorporated herein by this reference, which golf course facilities are for the benefit of the citizens of Ocean Shores and visitors to the City; and

WHEREAS, the City wishes to ensure that the Golf Course Facilities (hereinafter referred to as the "property," the "golf course," the "pro shop," the "driving range" "the restaurant" the "golf course facility" and/or the "leased premises") are operated at no expense to the City; and

WHEREAS, it has been proven over time that the Golf Course Facilities can be more economically maintained and operated by contracting for these services rather than having the property maintained and operated by City staff; and

WHEREAS, the parties wish to set terms and conditions for the lease, maintenance and operation of the Ocean Shores Municipal Golf Course Facilities;

NOW, THEREFORE, the parties agree as follows:

I. TERM OF LEASE

1.1 This Lease shall be effective as of January 1, 2005 and shall terminate December 31, 2020, unless earlier terminated because of default by either party, or the mutual agreement of the parties. Assuming neither party is in default upon the expiration of this fifteen (15) year lease term, and further assuming that the City elects not to resume operation and maintenance of the golf course and pro shop as municipal facilities, then Lessee shall have the first right of refusal to lease the premises for an additional five (5) years, upon such terms and conditions as may be acceptable to the City, as offered by Lessee or by a third party. Specifically, prior to the expiration of this renewal term, the City may, but shall not be required to, approach third parties in any manner authorized by law and solicit proposals for the operation of the golf course facility by such third party. Any solicitation for offers must include notice to the third party that acceptance is subject to a first right of refusal in favor of Lessee. Assuming a third party makes an offer which the City believes may be acceptable, then the City will present that offer to Lessee for comment and Lessee shall be given a period of fourteen (14) days from Lessee's receipt of such third party proposal, to submit to the City Manager a written commentary regarding the advantages and disadvantages of such offer. If after reviewing Lessee's comments, the City concludes that the third party proposal is acceptable, the City shall so notify the Lessee in

writing. Lessee shall have thirty (30) days from the date Lessee receives the City's written notification that the third party proposal is acceptable in which to accept or reject such proposal. If Lessee fails to accept in writing the terms of the third party's proposal, then this Agreement shall terminate effective December 31, 2020, and City shall be free to execute a lease agreement with the third party, in accordance with the third party's proposed terms and conditions. In order to avoid a gap in lease terms, and to ensure continuance of golf course operations, the parties mutually agree that City may begin soliciting proposals from third parties on or after January 1, 2020, and that acceptable proposals may be presented to the Lessee any date thereafter. In summary, Lessor can require Lessee to make an election regarding Lessee's option to renew as early as twelve (12) months prior to December 31, 2020.

1.2 If Lessee should still be in possession and operation of the premises after December 31, 2020, with the City's consent, then the parties agree that the terms and conditions of this Agreement shall remain in full force and effect until either party gives the other written notice of a termination date, which shall be no less than thirty (30) days from the date of service of such notice, or until such time as the parties execute a new agreement, whichever is sooner.

II. CONSIDERATION

2.1 For and in consideration of the lease of the real property described in Exhibit A (including improvements thereon), the Lessee shall pay to the City the following compensation the sum of Fifteen Thousand Dollars (\$15,000.00) per year, which sum may be paid monthly; and

2.2 Lessee shall pay all storm drain fees assessed on the property. The parties acknowledge that litigation is pending concerning the constitutionality of the City's storm drain fees. In the event the City's storm drain fees are declared unconstitutional, the parties agree that the Lessee shall pay the City the monthly sum of One Thousand Eight Hundred Eighty-Seven Dollars (\$1,887.00), in addition to the yearly Fifteen Thousand Dollars set forth in Paragraph 2.1 herein, or, if the storm drain fees are amended, in a sum not to exceed Two Thousand Dollars (\$2,000.00) per month.

III. LESSEE'S RESPONSIBILITIES

3.1 Lessee shall be responsible for all maintenance and repair on the premises, including the grounds, and each and every structure on the premises, including but not limited to: the Club House, the Pro Shop, and the restaurant; and

3.2 Lessee shall be responsible for payment of all utilities, taxes, and insurance for Lessee's equipment and furnishings on the premises; and

3.3 The Lessee shall obtain a general liability insurance policy indemnifying both Lessee and the City from claims of personal injury and/or general liability in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence. Such a policy shall name the City as an additional insured and shall require at least thirty (30) days' prior written notice to the City of termination for any reason. Lessee shall be required to present a certification of such

insurance to the City as a condition to the renewal of the Lease. The City shall be required to maintain liability and property damage insurance on the premises with the exception that Lessee shall be required to maintain personal property insurance on each item of his own personal property stored on or about the premises. In the event Lessee does not obtain such personal property insurance, Lessee shall fully indemnify the City for any loss or damage to Lessee's personal property.

3.4 Use of Leased Premises.

3.4.1 Lessee agrees to use the leased premises solely for the purpose of operating a public golf course facility, club house, and restaurant, and providing usual services generally provided by golf courses, including regular and group playing, golf instruction, automobile parking facilities for patrons of the golfing facilities and the operation of a golf course pro shop in which golfing equipment and apparel customarily sold in golf pro shops throughout the area may be offered for sale. Lessee shall have knowledge and understanding of the principles and practices of golf course management and implement and utilize such principles and practices in its operation of the leased facility.

3.4.2 Lessee shall provide sufficient and competent employees to adequately manage and operate said golf course facilities, including maintenance, and shall be obligated to pay all salaries for such employees including the withholding of payroll and social security taxes as may be applicable.

3.4.3 Lessee shall be obligated to secure and pay for all federal, state and local licenses and permits and pay all sales, leasehold and excise taxes required for the operation of any concession and apparel and equipment sale or rental.

3.4.4 Lessee shall not erect or display, or permit to be erected or displayed, on the leased premises, any permanent sign or advertising matter of any kind, without first obtaining the written consent of the City Manager or designee.

3.4.5 The leased premises shall not be used for any illegal purpose, nor in violation of any valid regulation of any governmental body, nor in any manner to create any nuisance or trespass, nor in any manner which may invalidate the insurance coverage of the leased premises or increase the rate of insurance coverage on the leased premises.

3.5 Condition of Leased Premises.

3.5.1 Lessee has inspected the property, buildings and structures upon the leased premises and accepts the same as is, where is. Exhibit "C" attached hereto and incorporated herein by this reference provides a detailed description with photographs of the course conditions and structures upon the leased premises as of May 15, 2005. Lessee agrees to return the leased premises back to the City in the same or better condition at the termination of this Agreement.

3.5.2 This agreement is subject to all easements relating to the leased premises.

3.6 Maintenance.

3.6.1 Lessee shall maintain the leased premises in accordance with generally-accepted golf course management practices, and other generally-accepted management practices for all of the other facilities in or upon the leased premises. Lessee shall, at his sole cost and expense, provide all equipment and supplies necessary for the proper maintenance of the Golf Course.

3.6.2 Ball washers and towels shall be located at each hole and maintained in good working condition. A sign shall be located at each tee which displays the hole number, yardage from each tee box, men's and women's par, and graphically depicts the hole layout.

3.7 Pro Shop Operation. The Lessee shall be responsible for the operation of the pro shop which shall include but not be limited to:

3.7.1 Collection of all green fees and other rental income.

3.7.2 Maintenance of a fully-stocked, full-service pro shop, including but not limited to a minimum of eight (8) power carts in good working order and merchandise with a wholesale value of at least Fifteen Thousand Dollars (\$15,000.00)

3.7.3 Pro shop staff will include a PGA Class A professional.

3.7.4 Weather permitting, all golf course facilities shall be operated by Lessee, and shall be made available to the public every day of the year except Christmas during normal Northwest golf course operating hours. In the event the City and the Lessee cannot agree upon normal operating hours, such hours shall be established by a qualified arbitrator mutually acceptable to the parties. If the parties cannot agree on an arbitrator, they shall each select their own arbitrator and their nominees shall select a third arbitrator and the decision of the majority of the arbitrators shall be binding.

3.7.5 Lessee will provide scheduling for a minimum of ten (10) golf tournaments per year, with five (5) of said tournaments being allowed for weekend scheduling.

3.8 Taxes and Utilities.

3.8.1 Lessee shall pay all taxes of whatever character that may be lawfully levied upon or charged against the leasehold estate in the leased premises or the structures, improvements, or other property on the leased premises, or upon Lessee's operation hereunder. Lessee shall pay all license or permit fees necessary for operation and/or required by law for the conduct of its operations hereunder. Any special assessments, including but not limited to LIDs, ULIDs, and/or RIDs, will be separately negotiated between the parties.

3.8.2 Lessee shall be responsible for paying any and all utility charges assessed against the leased premises, including the golf course restaurant. Utilities include, but are not limited to: electricity, cable television, telephone and water, sewer, storm drain, and garbage.

Lessee will promptly pay all required utilities and not allow such charges to become a lien against the leased premises.

3.9 Liens.

3.9.1 Lessee shall keep all of the leased premises and every part thereof, and all buildings and other improvements at any time located thereon, free and clear of any and all mechanic's, materialman's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions which Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the premises, or any obligations of any kind incurred by Lessee. Lessee shall at all times promptly and fully pay and discharge any and all claims on which lien may or could be based, and shall indemnify the City and all of the premises and all the building and improvements thereon against such liens and claims of liens and suits and other proceedings pertaining thereto.

3.9.2 If Lessee desires to contest any such lien, it shall notify the City of its intention to do so within fifteen (15) days after the filing of such lien. In such case, and provided that Lessee shall on demand protect the City by good and sufficient surety bond against such lien and any cost, liability, or damage arising out of such contest, Lessee shall not be in default of this Agreement until thirty (30) days after the final determination of the validity of the lien. Within that thirty (30) day time period, Lessee shall satisfy and discharge such lien to the extent held valid; but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered thereon; such delay shall be a default of Lessee hereunder. In the event of any such contest, Lessee shall protect and indemnify the City against all loss, expense, and damage resulting therefrom, including all attorney fees and costs of litigation which may be incurred in connection with said dispute.

3.10 Improvements to Leased Premises.

3.10.1 During the lease period, the Lessee shall make the following improvements to the leased premises, at Lessee's sole expense, and in the following priority:

- a. Repair the maintenance shop roof, to include warranty on new roof. Make structural repairs to building as needed including sheetrocking and electrical; and
- b. Make necessary repairs to the bridge on the ninth hole; and
- c. Make necessary repairs to driving range netting and poles; and
- d. Install automated irrigation system on back nine holes; and

- e. Leveling of Fairways 1, 3, 4, 8, and 15 (in the event the Contingency Agreement becomes effective, Fairway #4 would be exempt from leveling as described herein); and
- f. New tees on Holes 1, 2, 3, 13, 15, and 16; and
- g. New green on hole 14; and
- h. Install drainage for 2nd fairway and 3rd green; and
- j. Paint Pro Shop and cart storage building exterior, pressure wash and address rusty nail spots before painting; and
- k. Paint interior and install new carpet in Pro Shop; and
- l. Install shut-off faucets and motion sensor lighting in restroom on course.

3.10.2 The Lessee shall report to the City Council at least two (2) times per year on the progress of improvements to the leased premises, and/or with requests to alter the improvement priorities set forth in Paragraph 3.10.1 herein. The first report shall be at the first City Council meeting in January, and the second report shall be at the first City Council meeting in June.

3.10.3 The City also retains the right to make whatever capital improvements it deems necessary or desirable at any time without expense to Lessee. Before making any such improvements, the City shall meet with Lessee to discuss the effect of the proposed improvements upon Lessee's operation of the leased premises. Lessee shall make itself available for such discussions. If the making of the improvement will have an effect upon Lessee's operation of the leased premises, the City and Lessee shall negotiate what, if any, modifications of the lease provisions may be necessary as a result of such effect. If, after such negotiation, the parties cannot agree regarding which of the lease provisions should be modified, the matter shall be referred to binding arbitration. The City shall make a good-faith effort to minimize or limit any adverse effect of any such improvement upon Lessee's operation of the leased premises. However, both parties understand and agree that regardless of the inconveniences or interruptions of Lessee's operation of the golf course which may occur as a result of the City's making any capital improvements, Lessee shall not be relieved of any of Lessee's obligations under this Agreement, as it now exists or is hereafter amended by the parties.

3.10.4 In the event the proposed sale of a portion of the golf course to a developer closes, the Contingency Agreement attached hereto as Exhibit "B" and incorporated herein by this reference as though fully set forth, will replace and supercede Section 3.10.3 of the Agreement.

3.10.5 Any and all buildings, structures, alterations, additions and improvements shall be the property of the City, and shall remain upon and be surrendered with the premises as

a part thereof at the termination of this Agreement, without compensation to Lessee. This shall also/not apply to furniture or moveable trade fixtures installed at the expense of the Lessee.

3.11 Inspection and Accounting.

3.11.1 Lessee shall submit to the City a monthly itemized statement of gross receipts for the entire operation of the leased facilities, including the pro shop; this statement shall be submitted to the City by the twenty-fifth (25th) day of each month, showing an accounting of gross receipts for the previous month. The Lessee shall submit to the City an annual profit and loss statement for the entire operation of the leased facilities, including the pro shop, which statement must be submitted to the City within thirty (30) days immediately following the end of Lessee's fiscal year. The annual financial statement shall be prepared by a Certified Public Accountant pursuant generally accepted accounting principles. Lessee shall meet with such Certified Public Accountant before the commencement of this Lease for consultation regarding accounting methods, practices and procedures to be utilized by Lessee in its operation of the leased premises. The Lessee shall keep or cause to be kept such reasonable books, records, journals, accounts and ledgers as may be required to properly and accurately reflect the amounts of revenues and expenses in accordance with generally acceptable accounting principles. The cost of the preparation of the annual financial statement by a Certified Public Accountant shall be equally divided between the City and Lessee.

3.11.2 The City Manager shall have the right, at any time, at any and all reasonable hours, upon reasonable notice, to inspect and verify the books of Lessee with reference to the operation of the entire lease facilities, including the pro shop, and the income and expenses in connection therewith. The City shall have the right at City's expense, at any time, at any and all reasonable hours, and upon reasonable notice, to have an audit performed upon the Lessee's operation of the leased facilities, as the City may deem necessary or desirable.

3.11.3 Lessee shall also keep and make available to the City, upon reasonable notice, all cash register tapes from all gross revenue items. Any and all financial records, reports and information Lessee provides to the City must be categorized separately into information pertaining to the Ocean Shores Municipal Golf Course.

3.11.4 The City shall have the right of access to any and all portions of the leased premises, at any time, at any and all reasonable hours, and upon reasonable notice, for the purpose of inspecting, analyzing, and/or gathering information relating to the premises itself or the operation of the golf course.

3.12 Statistical Records and Information.

Lessee will provide to the City appropriate statistical records regarding activity at and use of the leased premises by the public on a monthly basis. Such records shall be submitted to the City by the first Wednesday of the second week of the following month. Such records and information shall include the number and category of golf rounds played, the categories and numbers of passes sold, and shall make available to the City, upon reasonable notice, copies of a daily register which is a sign up sheet for each and every golfer patronizing the golf facilities.

The Lessee shall provide and/or make available any other information requested by the City relating to the recreational use of the facilities by the public.

3.13 Security Deposit/Performance Bond.

3.13.1 Lessee shall provide a security deposit of Ten Thousand Dollars (\$10,000) to the City, or at Lessee's option, Lessee shall provide a performance bond of Thirty Thousand Dollars (\$30,000.00) to the City. This deposit and/or bond shall be used by the City, at the option and in the sole discretion of the City, to reimburse the City for any default by the Lessee, as defaults are defined in Paragraph 4 herein) of any provision of this Agreement, including, but not limited to, failure to pay rent, failure to maintain or restore premises, failure to provide adequate insurance coverage, failure to pay for utilities, or any other violation of any term of this lease. This amount is not intended by either party to cover all damages resulting from Lessee's breach of this Agreement.

3.13.2 The total sum of Ten Thousand Dollars (\$10,000) shall be on deposit by the Lessee with the City for each year of this Agreement. Any amount that has been expended by the City from the original Ten Thousand Dollar (\$10,000) security deposit for defaults occurring in the previous year of this Agreement, shall be paid by the Lessee to the City by January 1st, so that the City has available to it the total sum of Ten Thousand Dollars (\$10,000) as a security deposit for the next year of the Agreement.

3.13.3 In the event Lessee elects to provide a performance bond, as set forth in 3.13.1 hereinabove, said performance bond shall be provided to the City for each year of this Agreement. Any amount that has been expended by the City from the original Thirty Thousand Dollar (\$30,000) performance bond for defaults occurring in the previous year of this Agreement, shall be replaced by the Lessee not later than January 1st, so that the City has available to it the total performance bond amount of Thirty Thousand Dollars (\$30,000) for the next year of the Agreement.

3.13.4 Any balance remaining in the security deposit shall be released and refunded by the City to Lessee within sixty (60) days from the date of the termination of the last year of this lease.

3.14 Compliance with Laws - Hazardous Substances.

3.14.1 Lessee shall comply with all applicable rules, regulations, laws, ordinances, statutes, or orders of any governmental authority, federal, state, or local, lawfully exercising authority over the demised premises or over the operations carried out pursuant to this Agreement. Lessee shall take such actions as may be necessary to the protection of health, safety and welfare of the public.

3.14.2 Lessee covenants and agrees that Lessee has not used, nor will ever use, any chemical, including but not limited to herbicides, pesticides and fertilizer which is not approved for such use by local, state and/or federal law and that the application and disposal of all chemicals used on the leased premises is done in compliance with local, state and federal

regulations, as well as with the manufacturer's specifications and recommendations. Lessee further agrees to indemnify and hold the City harmless from any and all claims or damages which may arise out of Lessee's improper application, storage or disposal of such chemicals, including reasonable attorney fees and all costs associated with the defense of such claims.

IV. GENERAL TERMS AND CONDITIONS

4.1 Indemnity Provisions

4.1.1 Lessee shall indemnify and hold harmless the City from any and all losses, costs (including attorney fees), damages, expense and liability (including statutory liability and liability under Worker's Compensation Laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by Lessee, its agents, employees, customers, invitees, contractors, subcontractors and all other persons which may arise from and in any manner grow out of an act or neglect on or about the leased premises by Lessee, Lessee's agents, employees, customers, contractors, subcontractors, and all other persons.

4.1.2 The City shall indemnify and hold harmless the Lessee from and against any and all losses, costs (including attorney fees), damages, expense and liability in connection with any claims for damages arising from the City's negligence on or about the leased premises.

4.2 Defaults.

4.2.1 Any or all of the following shall be considered events of default under the terms of this Agreement:

- a. If Lessee fails to perform or defaults in any of the amounts due to the City as set forth in this Agreement, or in the observance or performance of any of the covenants, agreements, commitments, or conditions contained in the Agreement, and if any such default continues unremedied for a period of fifteen (15) days after written notice of such default or failure to perform has been given to Lessee, via either United States Mail, first-class postage prepaid, via facsimile transmission, or via electronic mail; or
- b. If Lessee makes an assignment of its property for the benefit of creditors; or
- c. If Lessee petitions any court to be adjudged a bankrupt; or
- d. If a petition in bankruptcy is filed in any court against Lessee; or
- e. If Lessee is judicially determined to be insolvent; or

- f. If Lessee is adjudged a bankrupt; or
- g. If a receiver or other officer is appointed to take charge of the whole or any part of Lessee's property or to wind up or liquidate its affairs; or
- h. If Lessee seeks a reorganization under any of the terms of the Federal Bankruptcy Code, as amended, or under any insolvency laws; or
- i. If Lessee admits, in writing, its inability to pay its debts as they become due; or
- j. If any final judgment is rendered against Lessee and remains unsatisfied for a period of thirty (30) days from the date on which it shall become final; or
- k. If Lessee abandons the golfing facilities; or
- l. If the City fails to perform or defaults with regard to the observance or performance of any of the covenants, agreements, commitments, or conditions contained in this Agreement, and if such default continues unremedied for a period of fifteen (15) days after written notice of such default or failure to perform has been given to the City, via either United States Mail, first-class postage prepaid, via facsimile transmission, or via electronic mail, such failure shall be considered a default of this Agreement. In the event of such default, the Lessee may, at its option and in addition to all other rights and remedies which it may have at law or in equity against the City, including expressly the specific enforcement hereof, forthwith have cumulative right to immediately terminate this Agreement.

4.2.2 In the event the parties disagree whether the Lessee's performance has been satisfactory, the parties shall request the opinion of a mutually acceptable independent certified golf course superintendent selected from the lists of certified members of the Golf Course Superintendent Association of America, or the opinion of an independent agronomist employed at Western Washington Research and Extension Center, Washington State University, Puyallup, Washington. If the parties can not agree upon a mutually acceptable third party, then each party shall select an expert of their choosing and those experts shall then choose an expert they believe to be independent and competent. That expert shall then render a decision which will be binding upon the parties on the issue of performance. If the performance in dispute is with respect to the management and operation of the golf course, as opposed to its cultivation and maintenance, then the independent expert shall be a PGA member mutually acceptable to the parties. If the parties can not agree on a mutually acceptable PGA member then the same selection process previously described in this paragraph shall apply to the choice of the PGA expert.

4.2.3 In the event of any or all such defaults, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Lessee, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of Lessee hereunder and to commence forfeiture of the security deposit and/or performance bond described in Paragraph 3.13 hereinabove. In addition to forfeiture of said security deposit and/or performance bond, in the event the City terminates the Agreement based upon the default or breach of this Agreement by Lessee, Lessee shall also pay the full monthly lease payments to the City until an acceptable replacement tenant is found, or for a period of twelve (12) months, whichever is sooner. However, receipt of payment from the security deposit and/or cancellation of this Agreement shall not constitute a cancellation or waiver by the City of any remedies at law or in equity available to the City, or for any damages or losses resulting from or which may be sustained by the City on an account of Lessee's default, assignment, insolvency, adjudication, failure to perform or other default as provided herein above in this section, including any expenses incurred by the City in exercising its rights under this Agreement.

4.2.4 In the event that an independent certified golf course superintendent or an independent PGA expert determines that Lessee's performance in any area has been unsatisfactory, the City may give notice of termination sixty (60) days prior to termination; PROVIDED that if the Lessee alters its performance to the comply with any expert findings and/or recommendations within thirty (30) days thereafter, the City shall notify the Lessee that the notice of termination is retracted.

4.3 Lessee shall not mortgage, pledge, encumber, sublet, or assign the leasehold interest herein created without the express written consent of the City, which consent shall be within the City's sole discretion.

4.4 This Agreement shall be binding upon the parties hereto, their respective heirs, devisees, personal representatives, administrators, successors, and assigns. It cannot be varied or waived by an oral representation or promise of any agent or agents who executed this agreement.

4.5 No waiver by the City or Lessee of any breach of any provision of this Agreement shall be deemed for any purpose to be a waiver of any breach of any other provision hereof, or of any continuing or subsequent breach of the same provision.

4.6 Each right of the parties hereto is cumulative and is in addition to each other legal right, which the party may have in the event of any default of the other.

4.7 In the event any covenant, condition or provision herein contained is held to be invalid by a final judgment of any court of competent jurisdiction, that covenant, condition or provision shall not in any way affect the validity of any other covenant, condition or provision herein contained.

4.8 This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue for any litigation arising under this Agreement shall be laid in Grays Harbor County, Washington.

IN WITNESS WHEREOF, the parties have executed this agreement on this 25th day of April 2005.

CITY OF OCEAN SHORES

By: *David A. Weiser*
DAVID A. WEISER
City Manager

OCEAN SHORES GOLF COURSE, INC.

By: *Curtis Zander*
CURTIS ZANDER, President

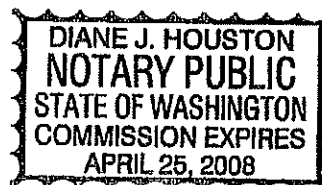
STATE OF WASHINGTON)
) ss.
COUNTY OF GRAYS HARBOR)

I certify that I know or have satisfactory evidence that DAVID A. WEISER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the City Manager of the City of Ocean Shores to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATE: *April 25, 2005*

Diane J. Houston
Notary Public in and for the State of *DIANE J. Houston*
Washington. My appointment expires:
April 25, 2008


OCEAN SHORES GOLF COURSE
LEASE AGREEMENT - 12



STATE OF WASHINGTON)
) ss.
COUNTY OF GRAYS HARBOR)

I certify that I know or have satisfactory evidence that CURTIS ZANDER, is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of Ocean Shores Golf Course, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATE: April 26, 2005


Notary Public in and for the State of DIANE J. Houston
Washington. My appointment expires:
April 25, 2008

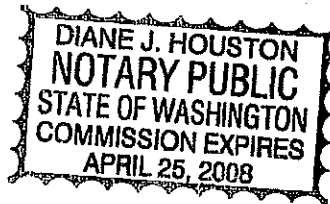


Exhibit A

DESCRIPTION:

PARCEL 1 (Commonly known as Golf Course):

ALL of Block H;
EXCEPT the North 200 feet thereof;
AND EXCEPT the Southerly 30 feet of the Westerly 100 feet thereof,
Ocean Shores Division No. 1, as per plat recorded in Volume 8 of Plats, page 47,
records of Grays Harbor County;

ALSO:

Block N;
EXCEPT the North 100 feet of the West 200 feet thereof;
AND EXCEPT the South 30 feet of the West 100 feet;
Ocean Shores Division No. 1, as per plat recorded in Volume 8 of Plats, page 47,
records of Grays Harbor County;

ALSO:

A portion of Tracts A, C, and D, ALL of Tracts B, E, F, G, H, and J,
Ocean Shores Division No. 3, as per plat recorded in Volume 8 of Plats, page 57,
records of Grays Harbor County;

EXCEPT that portion of said Tract A lying within portions of Section 3; Town-
ship 17 North, and Section 34, Township 18 North, Range 12 West of the Willamette
Meridian, in said county, all more particularly described as follows:

Beginning at the Northwest corner of Lot 351 in said plat;
thence North 75°58'15" West 540.25 feet to the most Southerly corner of Lot 327
in said plat;

thence North 65°31'47" West 120.00 feet to the Easterly margin of Canal Drive;
thence Southerly along said margin and along a curve to the right having a radius
of 330.00 feet through a central angle of 8°58'34" an arc distance of 51.70 feet
to the point of reverse curvature and the beginning of a curve to the left having
a radius of 270.00 feet;

thence continuing Southerly through a central angle of 40°15'47" an arc distance
of 189.74 feet to a point of compound curvature and the beginning of a curve to
the left having a radius of 50.05 feet;

thence Southerly and Easterly along said curve through a central angle of 82°15'
29" an arc distance of 71.86 feet to a point of tangency and point on the Northerly
margin of Albatross Street;

thence South 89°04'29" East along said Northerly margin a distance of 650.75 feet
to the Southwest corner of aforementioned Lot 351;
thence North 0°55'31" East 100.00 feet to the point of beginning;

ALSO EXCEPT that portion of Tract "A", Ocean Shores Division No. 3, as per plat
recorded in Volume 8 of Plats, pages 57 through 61, records of Grays Harbor County,
Washington, described as follows:

Beginning at the Northwesterly corner of Lot 309 in said Division 3;
thence along the arc of a curve to the right having a central angle of 2°43'26"
and a radius of 1,770.00 feet, a distance of 84.15 feet;

thence South 67°58'21" East 96.92 feet;
thence South 25°37'34" West 80.00 feet;
thence North 70°41'47" West 90.00 feet to the point of beginning.

Also known as Lot No. 309-A, Ocean Shores Division No. 3.

--continued--

DESCRIPTION CONTINUED:

ALSO EXCEPT that portion of said Tract D lying South of the following line:

Beginning at the Southwest corner of Tract D;
thence North $1^{\circ}02'09''$ West 300 feet to the point of beginning of said line;
thence South $51^{\circ}13'49''$ East to the East line of Tract D and the termination of said line;

ALSO EXCEPT that portion of said Tract C conveyed by Ocean Shores Estates to Grays Harbor County by Deed dated August 31, 1971, and filed as Auditor's File No. 12000, and described as follows:

Beginning at the Northeasterly corner of said tract on the South margin of Coho Street, as shown on Sheet 2 of 5 Sheets of said plat;
thence South $87^{\circ}26'36''$ West along said street margin 251.13 feet to the true point of beginning;

thence continuing South $87^{\circ}26'36''$ West along said street margin 33.50 feet to the beginning of a curve to the left with a radius of 30.00 feet;
thence Westerly and Southerly along said curve through a central angle of $90^{\circ}00'00''$ an arc distance of 47.12 feet to a point of tangency on the East margin of Point Brown Avenue;

thence South $2^{\circ}33'24''$ East along said Easterly street margin 57.00 feet;
thence North $87^{\circ}26'36''$ East parallel with the North line of said tract 63.50 feet;

thence North $2^{\circ}33'24''$ West parallel with the West line of said tract 87.00 feet to the true point of beginning.

ALL situate in the County of Grays Harbor, State of Washington.

PARCEL 2: (Commonly known as Club House)

That portion of Tract A, Ocean Shores Division No. 3, as per plat recorded in Volume 8 of Plats, page 57, records of Grays Harbor County, lying within portions of Section 3, Township 17 North, and Section 34, Township 18 North, Range 12 West of the Willamette Meridian, all more particularly described as follows:

Beginning at the Northwest corner of Lot 351 in said plat;
thence North $75^{\circ}58'15''$ West 540.25 feet to the most Southerly corner of Lot 327 in said plat;

thence North $65^{\circ}31'47''$ West 120.00 feet to the Easterly margin of Canal Drive;

thence Southerly along said margin and along a curve to the right having a radius of 330.00 feet, through a central angle of $8^{\circ}58'34''$ an arc distance of 51.70 feet to a point of reverse curvature and the beginning of a curve to the left having a radius of 270.00 feet;

thence continuing Southerly through a central angle of $40^{\circ}15'47''$ an arc distance of 189.74 feet to a point of compound curvature and the beginning of a curve to the left having a radius of 50.05 feet;

thence Southerly and Easterly along said curve through a central angle of $82^{\circ}15'29''$ an arc distance of 71.86 feet to a point of tangency and a point on the Northerly margin of Albatross Street;

thence South $89^{\circ}04'29''$ East along said Northerly margin a distance of 650.75 feet to the Southwest corner of aforementioned Lot 351;
thence North $0^{\circ}55'31''$ East 100.00 feet to the point of beginning.

Situate in the County of Grays Harbor, State of Washington.

PARCEL 3 (Commonly known as Maintenance Shed)

That portion of Section 3, Township 17 North, Range 12 West of the Willamette Meridian;

AND:

Section 34, Township 18 North, Range 12 West of the Willamette Meridian, described as follows:

Beginning at the Northeast corner of said Section 3, said corner being common with the Southeast corner of said Section 34;

thence North $2^{\circ}32'52''$ East along the East line of said Section 34, 56.55 feet;

thence South $83^{\circ}10'56''$ West 165.63 feet to the East margin of Minard Parkway, formerly Dolphin Avenue, as dedicated in the Plat of Ocean Shores Division No. 3, recorded in Volume 8 of Plats, pages 57 through 61, records of Grays Harbor County;

thence South $6^{\circ}49'04''$ East along said Street margin 144.47 feet to the beginning of a curve to the left with a radius of 30.00 feet;

thence Southerly and Easterly along said curve through a central angle of $82^{\circ}15'25''$ an arc distance of 43.07 feet to a point of tangency on the North margin of Albatross Street, as dedicated in said Plat;

thence South $89^{\circ}04'29''$ East along said street margin 109.50 feet to the East line of said Section 3;

thence North $2^{\circ}32'52''$ East along said Section line 134.95 feet to the point of beginning.

ALL situate in the County of Grays Harbor, State of Washington.

PARCEL 4

Lot 189, Ocean Shores Division No. 3, as per plat recorded in Volume 8 of Plats, page 57, records of Grays Harbor County.

Situate in the County of Grays Harbor, State of Washington.

EXHIBIT #8B

Amends Property Description Based on Sale of Property
Established Reimbursement Agreement for Period that Golf Course is not Playable

**CONTINGENCY AGREEMENT TO
OCEAN SHORES GOLF COURSE LEASE
EXHIBIT "B"**

THIS CONTINGENCY AGREEMENT is made and entered into this day by the CITY OF OCEAN SHORES, a Washington municipal corporation (hereinafter referred to as the "City"), and OCEAN SHORES GOLF COURSE, INC., a Washington corporation (hereinafter referred to as the "Lessee").

WHEREAS, the City and the Lessee entered into a golf course lease agreement on or about April 25, 2005 (hereinafter referred to as the "original lease"); and

WHEREAS, the City has entered into a Purchase & Sale Agreement to sell a certain portion of the golf course to a developer; and

WHEREAS, in the event that sale is finalized, the City and the Lessee wish to amend the original lease to amend the description of the leased premises, and to provide Lessee with reimbursement for lost revenue during the period of golf course renovation;

NOW, THEREFORE, the parties agree as follows:

On the date of closing the City's sale of sections of the leased premises to the developer of the aquarium project, the provisions of this Agreement will supercede the following sections of the original lease:

1. Exhibit "A" to the original lease will be amended to reflect the correct real property description of the leased premises; and

2. The following language is hereby substituted for the current Paragraph 3.10.3 of the original:

3.10.3 The City may elect to reconfigure the golf course in the following manner, at the City's sole expense:

A. Relocation of Holes Numbers 4, 5, 6 and 7 from their current location to the Weatherwax property; and

B. Realignment of the current Number 8 tee box and several holes on the current back nine to bring the course into playable condition; and

C. Relocation of the golf course clubhouse to a location to be determined by the City.

In recognition of the loss of revenue to Lessee during the period of time the course is not playable, the City agrees to provide reimbursement to Lessee in an amount equal to the difference in the average monthly revenue over the immediate past two years and the revenues derived during the entire period of time the course is not playable. Such reimbursement will be based on a month-by-month comparison of the specified average and each month of the renovation period. Reimbursement will be made not later than the 15th day of the month following submission of revenue data, which shall be submitted not later than the 3rd day of each month. The provisions of this paragraph shall apply from the first month in which the golf course is not playable due to renovation, until the golf course is playable following the renovation. In the case of a disagreement of "playable", the determination will be made by the golf course architect who designs the renovation.

3. All other terms and conditions of the original lease shall remain in full force and effect and be binding upon the parties.

IN WITNESS WHEREOF the parties have executed this addendum to the original lease, and any amendments or addenda thereto, to be effective as of April 25, 2005.

CITY OF OCEAN SHORES

By: David A. Weiser
DAVID A. WEISER
City Manager

OCEAN SHORES GOLF COURSE, INC.

By: Curtis Zander
CURTIS ZANDER, President

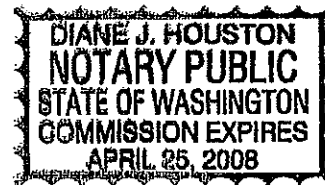
STATE OF WASHINGTON)
) ss.
COUNTY OF GRAYS HARBOR)

I certify that I know or have satisfactory evidence that DAVID A. WEISER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the City Manager of the City of Ocean Shores to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATE: April 25, 2005

Diane J. Houston
Notary Public in and for the State of DIANE J. Houston
Washington. My appointment expires:
April 25, 2008

STATE OF WASHINGTON)
) ss.
COUNTY OF GRAYS HARBOR)



I certify that I know or have satisfactory evidence that CURTIS ZANDER, is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of Ocean Shores Golf Course, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATE: April 26, 2005

Diane J. Houston
Notary Public in and for the State of DIANE J. Houston
Washington. My appointment expires:
April 25, 2008

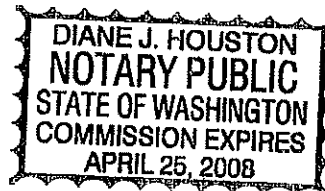


EXHIBIT #8C

Second Amendment to Lease Agreement

Removes Certain Property from Lease Agreement

Provides Curt Zander with Approval Rights Over Any Further Changes to Course

**SECOND AMENDMENT OF
OCEAN SHORES GOLF COURSE LEASE AGREEMENT**

THIS AMENDMENT OF LEASE AGREEMENT made and entered into on June 8, 2009, by and between the **CITY OF OCEAN SHORES**, a municipal corporation of the State of Washington, as Lessor, hereinafter referred to as "CITY," and **OCEAN SHORES GOLF COURSE, INC.**, as Lessee, hereinafter referred to as "LESSEE";

WHEREAS, heretofore and under effective date of January 1, 2005 the CITY entered into a certain Lease Agreement with OCEAN SHORES GOLF COURSE, INC., entitled **Ocean Shores Golf Course Lease Agreement** ("Lease Agreement"), and

WHEREAS, it is the mutual desire of the parties hereto to amend said Lease Agreement in certain particulars,

WHEREAS, it is the mutual desire of the parties to remove from the description of the real property described in Exhibit A to the Lease Agreement a certain parcel of property, and

WHEREAS, the present intention of the CITY is to use Lot 1 as a parking area and to improve Lot 2's current use as restroom facilities and parking for CITY vehicles, the CITY agrees that any future changes in use shall be subject to the approval of the LESSEE, which approval shall not be unreasonably withheld.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and other consideration, the parties hereto do hereby agree that the above and foregoing Lease Agreement be and the same is hereby amended as of the date set forth above in the following particulars.

1. The above-referenced Lease Agreement shall be amended to change each reference to "City Manager" to read "Mayor or designee".

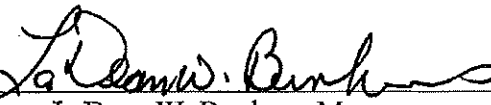
2. Exhibit A to the above referenced Lease Agreement shall be amended so as to remove from the description of the Ocean Shores Municipal Golf Course Facilities the following described real property:

Lot 1 and Lot 2 as shown on City of Ocean Shores Short Plat dated May 24, 2009, Job No. CITY 31 SP-H, as recorded in the records of the County Auditor of Grays Harbor County. See attached Exhibit A which depicts the location of Lots 1 and 2 in said plat.

3. In each and every other respect, the above-referenced Lease Agreement is hereby ratified, approved and confirmed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Amendment to Lease Agreement the day and year first above written.

CITY OF OCEAN SHORES

By 
LaDean W. Bunkers, Mayor

OCEAN SHORES GOLF COURSE, INC.

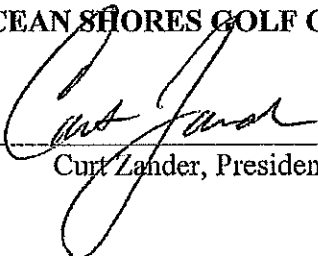
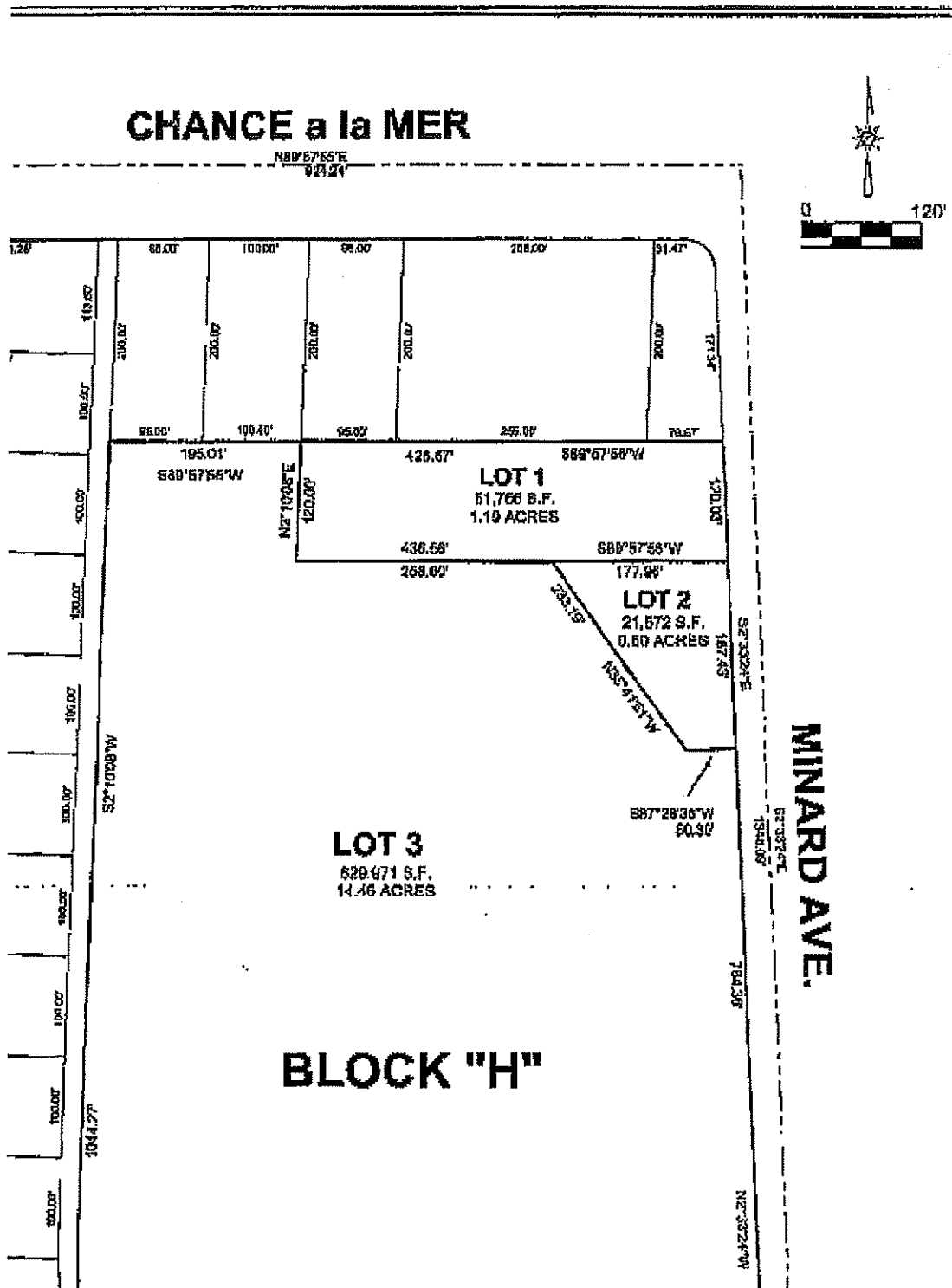
By 
Curt Zander, President

EXHIBIT A



I:\OCEAN SHORES\GOLF COURSE\SECOND AMENDMENT OF LEASE 060509.DOC

EXHIBIT #9

First Amendment to Lease Agreement - Barter
Defers 2008 & 2009 Rent in Exchange for Work on Irrigation System & Wells

After Recording Return to:

INGRAM, ZELASKO & GOODWIN
Attorneys at Law
P. O. Box 1106
Aberdeen, WA 98520

**FIRST AMENDMENT OF
OCEAN SHORES GOLF COURSE LEASE AGREEMENT**

THIS AMENDMENT OF LEASE AGREEMENT made and entered into on February 11, 2008, by and between the **CITY OF OCEAN SHORES**, a municipal corporation of the State of Washington, as Lessor, hereinafter referred to as "CITY," and **OCEAN SHORES GOLF COURSE, INC.**, as Lessee, hereinafter referred to as "LESSEE";

WHEREAS, heretofore and under effective date of January 1, 2005 the CITY entered into a certain Lease Agreement with OCEAN SHORES GOLF COURSE, INC., entitled **Ocean Shores Golf Course Lease Agreement** ("Lease Agreement"), and

WHEREAS, it is the mutual desire of the parties hereto to amend said Lease Agreement in certain particulars,

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and other consideration including but not limited to improvements made to the golf course by LESSEE, the parties hereto do hereby agree that the above and foregoing Lease Agreement be and the same is hereby amended as of the date set forth above in the following particulars.

1. Paragraph 2.1 of the above-referenced Lease Agreement shall be amended to add the following:

Add the following paragraphs:

2.1.1 2008 Rent. The rent due for the calendar year 2008 shall be deferred and paid in 4 equal quarterly payments in the calendar year 2010, together with interest at the rate of FIVE percent (5%) per annum on the deferred rent from January 1, 2008, however, Lessee shall pay the leasehold excise tax due upon the rent on a quarterly basis during 2008.

2.1.2 2009 Rent. The rent due for the calendar year 2009 shall be deferred and paid in 4 equal quarterly payments during the calendar year 2011, together with interest at

the rate of FIVE percent (5%) per annum on the deferred rent from January 1, 2009, however, Lessee shall pay the leasehold excise tax due upon the rent on a quarterly basis during 2008.

2.1.3 The deferral of the rent for the calendar years 2008 and 2009 shall not be deemed to waive or reduce the rent due for the calendar years 2010 through the termination of this Agreement; the deferred rent payments shall be due in addition to the then current rent (i.e. \$15,000.00, exclusive of leasehold excise tax).

2.1.4 The Lessee is proposing to install an irrigation system for the driving range, together with improvements to the well(s) serving the golf course. Those improvements, which are anticipated to exceed \$30,000.00, are planned to be made by the Lessee during 2008 and 2009. In the event that the Lessee provides to the City written and itemized proof of expenditures by Lessee for the completed installation of the irrigation system for the driving range and improvements to the well(s), on or before December 31, 2009, equal to or exceeding the sum of \$30,000.00, then the City shall credit the sum of \$30,000.00 against the rent deferred in sections 2.1.1 and 2.1.2 above. In all events the interest upon the deferred rent(s) shall be due as provided above. In the event that the Lessee fails to provide the above proof in an amount equal to or exceeding \$30,000.00 on or before December 31, 2009, then there shall be no credit for said expenditures and the deferred rent shall be due as provided above, the Parties expressly agree that there shall be no partial credit if the expenditures do not equal or exceed \$30,000.00.

2. In each and every other respect, the above-referenced Lease Agreement is hereby ratified, approved and confirmed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Amendment to Lease Agreement the day and year first above written.

Entered into
Feb 11, 2008

CITY OF OCEAN SHORES

By Dennis C. Morrisette
Dennis C. Morrisette, City Manager

OCEAN SHORES GOLF COURSE, INC.

By Curt Zander
Curt Zander, President

EXHIBIT #10

Part 7, Appendix A – Supplemental Bidder Responsibility Criteria
Responses Submitted by Curt Zander acting as Turf Care

PART 7
APPENDIX

APPENDIX A

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

APPENDIX A

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS
GOLF COURSE IRRIGATION PROJECT PHASE 1

These forms shall be completed in their entirety and submitted by the apparent two lowest Bidders to the City of Ocean Shores by 12:00 p.m. (noon) of the second business day following the bid submittal deadline.

Failure to submit and meet the requirements as stated in Section 2.01.8 of the General Conditions shall be grounds for rejection of the bid. The City of Ocean Shores will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.

Contractor:

Name: TURF CARE
Address: 66 MCCOY HOQUIAM, WA. 98550
Phone: 360 581 4518
Contact Person: CURT ZANDER

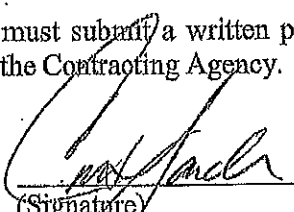
2. Delinquent State Taxes

Instructions to Bidders: Check the appropriate box

- ☒ The Bidder does not owe delinquent taxes to the Washington State Department of Revenue.
- ☐ Alternatively, the Bidder does owe delinquent taxes to the Washington State Department of Revenue.

If the Bidder owes delinquent taxes, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency.

NOV. 20, 2019
(Date)


(Signature)

CURT ZANDER
(Print Name)

OWNER
(Title)

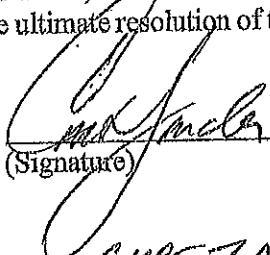
3. **Claims Against Retainage and Bonds:**

Instructions to Bidders: Check the appropriate box

- ✓ The Bidder has not had claims against retainage and bonds in the 3 years prior to the bid submittal date.
- ✦ Alternatively, the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date.

If the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date, submit a list of public works projects completed during this period that have had claims against retainage and bonds and include name of Project, contact information for the Owner, a list of claims filed against retainage and/or payment bond for any of the projects listed; and a written explanation of circumstances surrounding each claim and the ultimate resolution of the claim.

NOV 20, 2019
(Date)


(Signature)

CURT ZANDER
(Print Name)

OWNER
(Title)

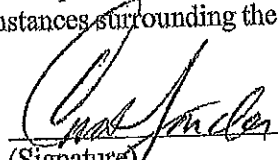
4. **Public Bidding Crime:**

Instructions to Bidders: Check the appropriate box

- ◆ The undersigned certifies that the Bidder and/or its Owners have not been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.
- ◆ Alternatively, the undersigned confirms that the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.

If the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract, provide a written explanation identifying the date of the conviction and a description of the circumstances surrounding the conviction.

NOV 20, 2019
(Date)


(Signature)

CURT ZANDER
(Print Name)

OWNER
(Title)

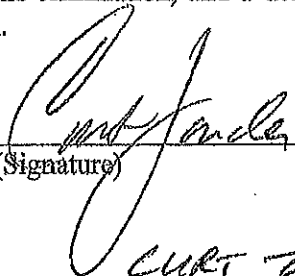
5. Termination for Cause / Termination for Default

Instructions to Bidders: Check the appropriate box

- ✓ The undersigned certifies that the Bidder has not had any public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.
- ✧ Alternatively, the undersigned confirms that the Bidder has had public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.

If the Bidder has had any public works contracts terminated for cause or terminated for default in the 5 years prior to the bid submittal date, provide a written explanation for all contracts terminated for cause or terminated for default by identifying the project contract that was terminated, the government agency which terminated the Contract, the date of the termination, and a description of the circumstances surrounding the termination.

NOV 20, 2019
(Date)


(Signature)
CURT ZANDER
(Print Name)

OWNER
(Title)

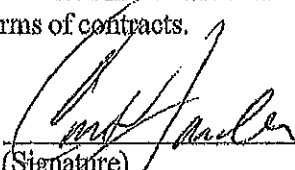
6. Lawsuits

Instructions to Bidders: Check the appropriate box

- ☑ The undersigned certifies that the Bidder has not had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.
- ❖ Alternatively, the undersigned confirms that the Bidder has had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.

If the Bidder has had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, submit a list of lawsuits along with a written explanation of the circumstances surrounding each lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet the terms of contracts.

NOV 20, 2019
(Date)


(Signature)

CURT ZANDER
(Print Name)

OWNER
(Title)

7. **Contract Time (Liquidated Damages)**

Instructions to Bidders: Check the appropriate box

- ✓ The undersigned certifies that the Bidder has not had liquidated damages assessed on any project it has completed in the 5 years prior to the bid submittal date.
- ◆ Alternatively, the undersigned confirms that the Bidder has had liquidated damages assessed on projects in the 5 years prior to the bid submittal date.

If the Bidder has had liquidated damages assessed against projects in the 5 years prior to the bid submittal dated, submit a list of projects along with Owner contact information, and number of days assessed liquidated damages. The Contracting Agency shall determine whether the Contractor has a pattern of failing to complete projects within Contract Time.

Nov 20, 2019
(Date)

[Signature]
(Signature)

CHRIS CARTER
(Print Name)

OWNER
(Title)

8. Capacity and Experience

The Bidder shall have sufficient current capacity and experience to meet the requirements of this Project. The Bidder shall have successfully completed at least three projects, of a similar size and scope, during the 5-year period immediately preceding the bid submittal deadline for this project. Similar size is defined as a minimum of 60 percent of the bid amount submitted by the Bidder.

A. Capacity

- i. Gross dollar amount of work currently under contract:

0

- ii. Gross dollar amount of contracts currently not completed:

0

- iii. List five major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

OWN → CAT 303.5 EXCAVATOR, JOHN DEER TRACTOR

LEASE → TORO DINGO TRENCHER

B. Experience

- i. General character of work performed by firm:

COMMERCIAL APPLICATOR, IRRIGATION

- ii. Identify who will be the superintendent on this project. Also, list the number of years this person has been with your firm.

CURT ZANDER 12 YEARS

iii. Similar Size and Scope Projects Completed in the Past 5 Years

#1 Owner's Name and Contact Information: OCEAN SHORES COMMUNITY CLUB

Owner is a Government Agency? Yes ☒ No ☐

Project Name: DAMON PARK

Awarded Contract Amount: 32,000 -

Final Contract Amount: 32,000 -

Completion Date: 6-1-2016

Project Description:

INSTALLED IRRIGATION SYSTEM AT PARK.

#2 Owner's Name and Contact Information: OCEAN SHORES COMMUNITY CLUB

Owner is a Government Agency? Yes ☐ No ☒

Project Name: BILL ELLIS PARK

Awarded Contract Amount: 21,000 -

Final Contract Amount: 21,000 -

Completion Date: 8-7-2018

Project Description:

INSTALLED IRRIGATION SYSTEM AT PARK.

#3 Owner's Name and Contact Information: CITY OF OCEAN SHORES

Owner is a Government Agency? ☒ Yes ☐ No

Project Name: FRONT 9 IRRIGATION

Awarded Contract Amount: RENT CREDIT FOR WORK

Final Contract Amount: 225,000 - SPENT

Completion Date: 6-30-2007

Project Description:

INSTALLED PUMP STATION AND IRRIGATION ON FRONT 9.

326,000
x 60%
195,600

3 yrs

1 yr

12 yrs