

EXHIBIT #11A

Amendment 3 to the Golf Course Lease

Establishes Financial Terms for Repairs to Bridge

Defers Rent from January 2016 through April 2022 (76 months)

Extends Lease Agreement to 2025 – Grants First Right of Refusal to Lessee

3
AMENDMENT ~~2~~ TO THE GOLF COURSE LEASE AGREEMENT
BETWEEN THE
CITY OF OCEAN SHORES AND OCEAN SHORES GOLF COURSE,
INC.

THIS AMENDMENT for rebuilding the golf course bridge, is entered into by and between the City of Ocean Shores, a Washington municipal corporation, referred to in the Lease Agreement as "City" and Ocean Shores Golf Course, Inc., a Washington corporation, referred to in the Lease Agreement as "Lessee" and both referred to as the "Parties".

RECITALS

WHEREAS, the City entered into the Lease Agreement with the Lessee effective on January 1, 2005 (the "Lease") and terminating December 31, 2020, with a first right of refusal for an additional 5 years, as described in 1. Term of Lease in the Lease Agreement; and,

WHEREAS, under the Terms and Conditions of the Lease, Lessee is tasked with certain duties during the period of the Agreement listed under III Lessee's Responsibilities, including 3.10 Improvements to Leased Premises, including 3.10.1 b. "Make necessary repairs to the bridge on the ninth [now 18th] hole" (hereinafter the "Bridge"); and,

WHEREAS, The City is responsible for capital improvements under 3.10.3 of the Lease; and

WHEREAS, Lessee has kept the Bridge repaired to the best of its ability, replacing glue lam beams, boards and the like; and,

WHEREAS, Lessee and the City have consulted with State bridge authorities and with an engineering consultant and determined that the Bridge may no longer reasonably be repaired but must be dismantled down to the cross pieces on the pilings and completely rebuilt above that point; and,

WHEREAS, the City does not have funds to pay for the recommended rebuilding of the Bridge; and,

WHEREAS, the Lessee and the City have met and discussed such efforts and determined that the best solution is for the Lessee, with its greater experience with the Bridge, to seek a line of credit or similar loan device and pay to have the work performed; and,

WHEREAS, Lessee wishes to have the payments for the line of credit or other loan to be similar to the amount of rent Lessee currently pays the City; and,

WHEREAS, Lessee believes that the loan repayment period will be about six (6) years; and,

WHEREAS, the City and Lessee have discussed crediting Lessee's lease payments in an amount equal to Lessee's costs associated with the Bridge replacement (including interest paid on any loans related to the Bridge replacement); and,

WHEREAS, the City and the Lessee have also discussed extending the Lease Agreement term to December 31, 2025; and,

WHEREAS, the terms and conditions of such line of credit or similar loan device, as well as payments made, interest paid and the like, shall be disclosed to the City on an annual basis at the end of Lessee's fiscal year; and,

WHEREAS, Lessee shall ensure such work shall be done under such terms as are contained in this Amendment; and,

WHEREAS both the City and Lessee recognize that cooperation between both parties to enact such work as soon as possible is in the best interest of both parties; and,

WHEREAS, the City shall allow the Lessee certain credits and consideration as provided in the Amendment as hereinafter agreed to below.

NOW, THEREFORE, the Parties agree to enter into this Amendment to the Golf Course Lease Agreement for the consideration and covenants hereinafter set forth.

1. Lessee shall pay for all costs associated for rebuilding the bridge from the cross-pieces on the pilings up as recommended in the Engineering report attached hereto as Exhibit A.
2. Lessee shall provide the City with a copy of the terms and conditions of the construction contract and all including attachments and exhibits, including but not limited to, all drawings, engineering reports, estimations, scope of work statements, etc., upon its execution and in addition, Lessee shall provide the City with a copy of the terms and conditions of such line of credit or similar loan upon closing of said line of credit or similar loan. In addition, within thirty (30) days from the end of Lessee's fiscal year, Lessee shall provide the City with an accounting showing all payments made, the current interest rate, interest paid and such other information and in such form as the City may request.
3. Within thirty (30) days of completion of the bridge work, all the receipts, payments, costs and the like shall be provided to the City by the Lessee as evidence of the amount of the cost to rebuild the bridge.
4. Lessee shall be solely responsible for meeting all requirements for governmental permits,

certificates and approvals, including but not limited to any State and Federal agencies who have concurrent permitting jurisdiction, such as securing a hydraulic permit, to ensure that all required permits are obtained prior to commencing any work over and around the canal. Rebuilding of the bridge shall be permitted through the City, meeting all City requirements. City shall waive the cost of bridge building permits and help Lessee prepare the hydraulic permit.

5. Lessee shall have sole responsibility to ensure the Bridge is rebuilt using best practices to provide a safe passage across the Bridge for both pedestrians and golf carts. All work performed by Lessee shall be performed within forty (40) days from the date of this Agreement assuming all permits are in place and shall be in strict compliance with all applicable governmental laws, rules, codes and regulations. Lessee shall cause the work to be performed by a construction contractor licensed and bonded in the State of Washington and shall cooperate fully with the City or City's employees or agents during the course of the bridge rebuild. All workmanship shall be of first class quality and all materials and/or fixtures used in the execution of such work shall be new. Lessee's contractor shall provide a twelve (12) month warranty to Lessee and the City with respect to the work performed under such contract and pass on to Lessee and City all warranties provided by subcontractors, suppliers and material men, regardless of duration. The warranty period shall commence to run upon the issuance of the final inspection by the City. The Lessee shall require the contractor, and any subcontractor(s) of the contractor, to pay the Washington State Prevailing Wage Rates established by the Department of Labor and Industries for Grays Harbor County. The rates to be used will be the effective rates on the date of this contract. The contractor must acknowledge and agree that it must file a Statement of Intent to Pay Prevailing Wages with the Industrial Statistician of the Department of Labor and Industries Services (DLIS) and provide the City and Lessee with a copy of the same.
6. Lessee shall provide the City with a copy of the contract for the bridge work to be performed by Lessee's contractor. Lessee shall require the contractor to procure and maintain for the duration of the contract with Lessee, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Bridge work by the contractor, its agents, representatives, employees or subcontractors. All insurance required herein shall provide occurrence-based coverage, rather than claims-made coverage. Lessee shall require its contractor to provide a Certificate of Insurance evidencing:

6.1 Automobile liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and

6.2 Commercial general liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include by not be limited to: blanket contractual; products/completed operation; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

6.3 The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of contractor, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all required insurance policies.

6.4 Contractor's insurance shall contain a clause stating the coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Contractor's insurance shall be primary insurance with respect to the City, and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

7. Prior to commencement of any work by Lessee's contractor, Lessee's contractor shall enter into an indemnity agreement satisfactory to the City indemnifying and holding harmless the City from all liabilities, losses, damages and expenses directly or indirectly attributable to injuries to or death of persons and damage to property and lien claims affecting the bridge work which arise out of Lessee's contractor's work or that of its subcontractors or suppliers. In addition, Lessee's contractor shall obtain a payment and performance bonds in an amount equal to one hundred and fifty percent (150%) of the contract price to rebuild the bridge, naming the City as co-beneficiary.
8. Lessee shall keep City property free from (and shall indemnify, defend and hold the City harmless from and against) any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. Lessee shall not cause or suffer to be placed, filed or recorded against the title to any City property any mortgage, deed of trust, security agreement, financing statement or other encumbrance; and further, in no event shall the lien of Lessee's mortgage, deed of trust, or other security agreement or financing statement cover any City property. The form of any such mortgage, deed of trust or other security agreement or financing statement which includes a legal description which includes City property or the address thereto, shall be subject to the City's prior written approval, which approval shall be subject to such conditions as the City may deem appropriate.
9. Lessee shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, demands, damages, judgments, losses, liability and expense (including attorney's fees), including but not limited to those for personal injury, death or property damage suffered or incurred by any person, by reason of or in the course of performing the Bridge replacement work which is or alleged to be caused by or may directly or indirectly arise out of any act or omission of the City, its officers, employees, agents and volunteers. This shall also include all costs and attorney's fees incurred by the City in defending the same.
10. During and after the Bridge replacement, Lessee shall continue to have the responsibility under

the Lease Agreement for all requirements currently existing, including maintenance and repair of the bridge.

11. In consideration for rebuilding of the golf course bridge, the City agrees to abate Lessee's rent up to \$90,000 or the actual cost of rebuilding the Bridge (including financing costs), whichever is less, or, if the cost is over \$100,000, the parties shall negotiate. Notwithstanding the foregoing, in the event the scope of the bridge rebuild is greater than what the State bridge authority had originally estimated or the project is delayed through no fault of either Party, the parties agree to negotiate in good faith on an amended scope of work and cost estimate.
12. As further consideration, the term of the Lease Agreement shall be extended to December 31, 2025, and the first right of refusal shall be in effect from January 1, 2026 to December 31, 2030.
13. Lessee shall have the responsibility of maintenance and repairs of the bridge as provided under the existing Lease Agreement.
14. The City shall own the completed bridge in its entirety upon its completion and upon the Lessee having received full credit against lease payments.
15. Should the Lessee or Lessee's assigns cease operation of the Golf Course or request to terminate the Lease Agreement after the rebuilding has been completed but before credit for the rebuilding has been fully provided, the City shall credit said sum towards any rent due and owing because of default or termination.
16. Each individual executing this Agreement on behalf of a corporation represents and warrants he/she is duly authorized to execute and deliver this contract on behalf of the corporation in accordance with a duly adopted resolution of the board of Directors of the corporation, or in accordance with the By Laws of said corporation, and that this Contract is binding upon the corporation in accordance with its terms.

The effective date of this Agreement shall be the 5th of February, 2016.

This Amendment Agreement to the Golf Course Lease Agreement embodies the parties' entire agreement between the parties on the rebuilding of the golf course bridge, and, except as supplemented by subsequent written agreements that the parties make, contains the sole amendments to the Lease Agreement.

IN WITNESS WHEREOF, this Amendment to the Lease Agreement has been executed by each party on the date set forth below:

CITY OF OCEAN SHORES

By: _____

Crystal V. Dingler

It's City Mayor

Date: _____

5 Feb 2016

Approved as to Form:

By: _____

Brent Dille

It's City Attorney

Date: _____

2/5/2016

OCEAN SHORES GOLF COURSE, INC.

By: _____

Its: _____

PRES.

Date: _____

2-5-16



MEDEEK ENGINEERING INC.

3050 State Route 109
Copalis Beach, WA 98535
Phone: 425-741-5555
Email: nathan@medeek.com

ENGINEERING REPORT
STRUCTURAL ASSESSMENT

January 4, 2016

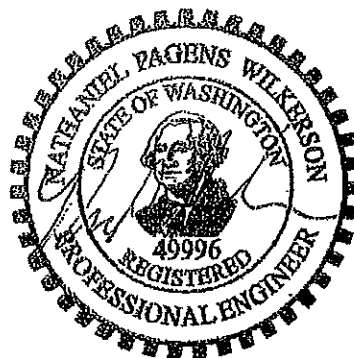
JOB NUMBER: 2016-001

PLAN NUMBER: PEDESTRIAN BRIDGE - OCEAN SHORES GOLF COURSE

CUSTOMER: CURT ZANDER & CITY OF OCEAN SHORES

LOCATION: 530 CANAL DR. NE OCEAN SHORES, WA 98569

Engineer's seal applies to this entire calculation packet. This packet is void if engineer's seal is not an original and signature is not signed in blue ink.



1/4/2016

Engineer: Nathaniel P. Wilkerson

This engineering report is valid only for the bridge located at 530 Canal Dr. NE Ocean Shores, WA 98569.

This report is to be used only once and may not be copied, reproduced or distributed without the written consent of Medeek Engineering Inc.



MEDEEK ENGINEERING INC.

3050 State Route 109
Copalis Beach, WA 98535
Phone: 425-741-5555
Email: nathan@medeek.com

January 4, 2016

Mayor's Office – City of Ocean Shores
585 Point Brown Ave. NW
Ocean Shores, WA 98569

Re: Structural Observations of Pedestrian Bridge – *MEI #2016-001*
530 Canal Dr. NE
Ocean Shores, WA 98569

Dear Mrs. Dingler,

This letter is a write-up of visual observations and a structural assessment made from a site visit on December 31, 2015. The original reason for this site visit was to make a brief assessment of the current design of the pedestrian bridge located at the address given above. A more streamlined bridge design was considered which would potentially lower the cost of the impending bridge repair. Documentation and recommendations regarding these items is the intent of this report.

The pedestrian bridge is located just east of the Ocean Shores Library. It is designed to service the Ocean Shores Golf Course but also serves as a pathway for regular foot traffic from local residents. The bridge spans the main canal that bisects the City of Ocean Shores and is composed of multiple short spans of approximately 20 feet, with one larger central span of 33 feet, and two smaller spans adjacent to the concrete abutments, see Figure 1 below:



Fig. 1 – Pedestrian Bridge (east bank)

The bridge is all wood construction with typical pile construction acting as piers and untreated glulam beams resting on large square timbers forming the main bridge spans. There are currently four glulam beams evenly spaced across each span, lapped or butted at the points of bearing as shown in Figure 2 below:

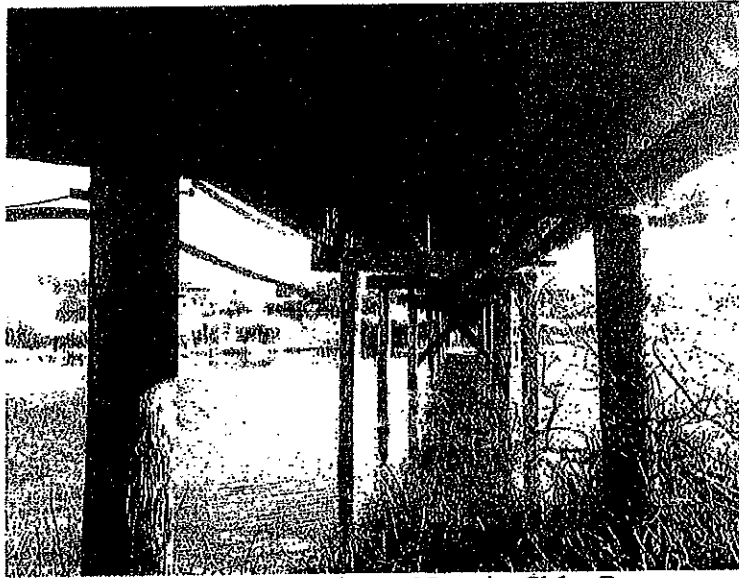


Fig. 2 – Piers, Cross Members and Spanning Glulam Beams

The piers and cross members have previously been inspected by the appropriate government body and are deemed acceptable and not in need of repair or replacement at this time. However, the glulam beams are untreated and have sustained considerable damage over time due to their exposure to the elements. The top two to three inches of many of these beams are completely rotted away rendering them structural unsound and in need of immediate replacement.



Fig. 3 – Damaged Glulam Beam

Additionally the deck members (Pressure Treated 4x8s) are also in need of immediate replacement with a couple locations that pose a significant trip hazard and possibly collapse to the pedestrian.



Fig. 4 – Damaged Deck Members

The proposed plan of action for a new bridge design involved the replacing of the four glulam beam at each span with three pressure treated beams and to also decrease the width of the bridge to 10 feet from its current 11 feet. The incentive would be to decrease the number of beams by 25% and hopefully realize some economic savings.

The savings possibly gained in eliminating the amount of beams in the bridge would unfortunately be offset by the requirement to upsize the remaining three beams to meet the live and dead load requirements. Additionally, with only three beams, the deck members' span would be increased from 3'-8" to 5'-0" and would potentially need upsizing as well to properly handle the single maintenance vehicle live load (Article 3.2, AASHTO), where the bridge width exceeds 7 feet. Furthermore, a new bridge design would trigger the necessity to review the entire bridge design per current engineering standards. Per the WSDOT Bridge Design Manual 2015, this would require compliance with the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges (2009). Additional engineering and probable retro-fitting in order to bring the bridge up to current standards for vertical and lateral loads (wind and seismic) would further increase the cost associated with a new design.

Based on the reasons given above it is my opinion that the most "economic" course of action is to forego a new bridge design altogether and simply repair the bridge as it is currently designed and constructed, thereby eliminating the re-engineering of the entire structure and additional retrofitting.

All glulam beams currently in place should be replaced with equivalent sized beams and be pressure treated. All deck members should also be replaced in their entirety and should be of equivalent size and pressure treated. Further detailing and documentation of the repair and replacement of additional members of this bridge is highly recommended but is beyond the immediate scope of this report.

It is also my recommendation that, given the state of the bridge main members and deck, all vehicular (golf carts, maintenance vehicles) and pedestrian traffic be immediately curtailed. It is my professional opinion that the possibility of a collapse does exist and it would be in the best interest of the City of Ocean Shores, its residents, and the safety of all who use this bridge that significant repairs are made prior to its continued use.

I appreciate the opportunity to work on this project, if there are any questions or concerns, please do not hesitate to call me at (425) 420-5715.

Thank-you,

Nathaniel P. Wilkerson PE

EXHIBIT #11B

Amendment 4 to the Golf Course Lease

City Agrees to One-time Payment to Lessee of \$16,003.80

City Agrees to Abate Lessee's Rent Payments for a Total of \$96,046.

Abatement Covers January 2016 – April 2022,
and adds a partial credit of \$1,046.16 for May 2022

AMENDMENT 4 TO THE GOLF COURSE LEASE AGREEMENT FOR CAPITAL IMPROVEMENTS TO THE GOLF COURSE BRIDGE

THIS AMENDMENT #4 dealing with capital improvements to the golf course bridge, is entered into by and between the City of Ocean Shores, a Washington municipal corporation, referred to in the Lease Agreement as "City" and Ocean Shores Golf Course, Inc., a Washington corporation, referred to in the Lease Agreement as "Lessee" and both referred to as the "Parties".

RECITALS

WHEREAS, the City entered into the Lease Agreement with the Lessee effective on January 1, 2005 (the "Lease") and amended to terminate December 31, 2025, with a first right of refusal for an additional 5 years; and,

WHEREAS, The City is responsible for capital improvements under 3.10.3 of the Lease; and

WHEREAS, the Golf Course Bridge over the Grand Canal was closed by the City following an inspection and pending required capital improvements in the winter of 2016; and

WHEREAS, the Lessee and the City entered into Amendment #3 to the Lease to have Lessee act as General Contractor to the City on the project, hire an experienced builder, and rebuild the bridge structure as described therein; and

WHEREAS, Amendment #3 also required that Lessee seek a line of credit or similar loan device and pay to have the work performed in return for certain concessions by the City, including the waiving of Lessee's Lease payments for the amount of the loan and its costs and interest.

WHEREAS, the bridge work was completed except for a small area of remaining rot; and

WHEREAS, the State bridge inspector inspected the completed work and the plans for repairing the remaining minor rot and accepted the work and plan for repair; and

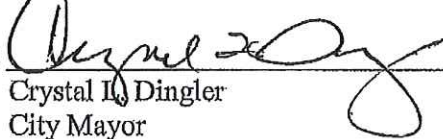
WHEREAS, the City has set aside an additional funds to repair the rot; and

WHEREAS, the City and Lessee wish to finalize the amount of money and credit due to the Lessee to date for said repairs.

NOW, THEREFORE, the Parties agree to enter into this Amendment #4 to the Golf Course Lease Agreement for the consideration and covenants hereinafter set forth.

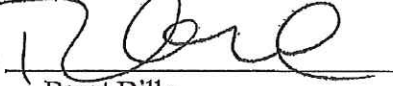
1. Paragraph 11 of Lease Amendment #4 is therefore amended to read as follows:
 - 11.1 City shall make a one-time payment of \$16,003.80, in the form of a check made payable to Lessee's bank from which Lessee obtained a loan, in order to partially pay for the capital improvements made to the bridge.
 - 11.2 The City agrees to abate Lessee's lease payments for a total of \$96,046 which equals \$1,250 per month from January, 2016 through April, 2022 (76 months) plus a partial credit of \$1,046.16 for May, 2022.
- 2 The City recognizes that rot was found on a portion of the bridge framework which remains to be repaired as part of the capital improvements to the bridge. Cost to the City to repair the rot is not to exceed \$2,600. This remaining work is not part of the totals in 1 above.
- 3 Lessee shall contract for and complete the rot repair no later than October 1, 2016. The City will reimburse Lessee for the actual cost of the work performed after the bridge has been inspected and approved by the State and City, and a release of lien has been obtained from the contractor and all subcontractors.

CITY OF OCEAN SHORES

By: 
Crystal L. Dingler
City Mayor


Date: 1 August 2016

Approved as to Form:

By: 
Brent Dille
City Attorney

Date: 8/1/2016

OCEAN SHORES GOLF COURSE, INC.

By: 
Its Pres.

Date: 8-1-16

EXHIBIT #12

November 26, 2019 Email from Councilmember Susan Conniry-Beasley to Mayor
Requesting Annual Financial Statements for Golf-Course
Response from Mayor Dingler that Financial Statements Have Not Been Required

From: Susan Conniry-Beasley
Sent: Tuesday, November 26, 2019 2:40 PM
To: Crystal Dingler <cdingler@osgov.com>
Subject: Golf course annual financial statements

Mayor,

Where do I get copies of the golf course annual financial statements? And Exhibit C of the original lease? Do I need to do a public records request? *[emphasis added]*

Susan Conniry
Ocean Shores City Council Member
Position #1
P.O. Box 909
585 Pt. Brown Avenue NW
Ocean Shores, WA 98569

From: Susan Conniry-Beasley <sconniry@osgov.com>
Sent: Saturday, December 7, 2019 12:16 PM
To: Kathryn Sprigg <ksprigg@osgov.com>
Subject: Fw: Golf course annual financial statements

FYI

Susan Conniry
Ocean Shores City Council Member
Position #1
P.O. Box 909
585 Pt. Brown Avenue NW
Ocean Shores, WA 98569

From: Crystal Dingler <cdingler@osgov.com>
Sent: Friday, December 6, 2019 12:35:47 PM
To: Susan Conniry-Beasley <sconniry@osgov.com>
Subject: RE: Golf course annual financial statements

We do not receive such reports and have not required them ever that I know of. Since we have no ability to change the rate without a renegotiation, they are unnecessary. *[emphasis added]*

*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 #13

Estimated Gross Revenue for Golf Course, and Related Materials
(Does Not Include Snack-Bar or Pro-Shop)

**Estimated
Golf Course Revenue Based on Fees and Rounds Played**

On March 12, 2019, Curt Zander, in attempting to get the City to pay for needed renovations, advised the City that he had "18,000 playing rounds per year." **[Exhibit #3] at the amounts noted in Exhibit** *herein*

If 18,000 golfers played 9 Holes for \$25, the Revenue would be \$450,000	\$ 450,000.00
If 18,000 golfers played 18 Holes for \$40, the Revenue would be \$720,000	\$ 720,000.00
If 9,000 golfers played 9 Holes for \$25, the Revenue would be \$225,000	\$ 225,000.00
If 9,000 golfers played 18 Holes for \$40, the Revenue would be \$360,000	\$ 360,000.00

Taking an average of these possible scenarios, it is not inappropriate to estimate

Mr. Zander's actual Annual Gross income from the Golf Course Fees to be:

\$ 438,750.00

This does not include any additional revenue from Annual Fees, Rental Equipment, Car Cart Storage, Driving Range Fees, the Snack Bar, and the Pro Shop.

Costs for such expenditures such as salaries for Golf Pro, Snack Bar, Equipment Purchases and Maintenance, etc. are not included in these estimates of Gross Income. However, this is an estimated Gross Annual Income that the City does not receive, coupled with the fact that the City has received comparatively low rental income for the golf course based on its use of the barter system to have work performed at the Golf Course.

OCEAN SHORES GOLF COURSE FEES



Summer (April- September)		9 Holes	18 Holes
Weekend & Holidays	\$	32.00	\$ 50.00
Weekday	\$	28.00	\$ 45.00
Seniors (60+ Monday-Friday Only)	\$	25.00	\$ 40.00
Juniors (Under 18)	\$	20.00	\$ 30.00
Twilight (Monday - Friday Only)			\$ 28.00
Summer (April- September)		9 Holes	18 Holes
Weekend & Holidays	\$	32.00	\$ 50.00
Weekday	\$	28.00	\$ 45.00
Seniors (60+ Monday-Friday Only)	\$	25.00	\$ 40.00
Juniors (Under 18)	\$	20.00	\$ 30.00
Twilight (Monday - Friday Only)			\$ 28.00
Annual Green Fees			
Junior	\$	200.00	
Individual	\$	1,400.00	
Husband & Wife	\$	1,900.00	
Rental Equipment			
Power Cart	\$	20.00	\$ 30.00
Pull Cart	\$	3.00	\$ 5.00
Rental Clubs	\$	10.00	\$ 15.00
Trail Fees	\$	5.00	\$ 7.50
Practice Range:	Small 6.00 Medium 10.00 Large 14.00		
Personal Carts			
Annual Storage Fees			
Gas	\$ 300.00 x Qty		
Electric	\$ 360.00 x Qty		
Annual Usage Fees			
All Carts	\$ 250.00 x Qty		
Annual Driving Range Fees			
Junior	\$	100.00	
Individual	\$	300.00	
Husband & Wife	\$	400.00	
Family	\$	450.00	

STAFF & AMENITIES



Pro Shop

We offer a complete line of golf equipment to meet your needs, including a range of logo garments. Forgot your clubs, or didn't have room? No problem. Club and golf cart rentals are both available, and PGA Professional **Greg Carter** is here to help you. Lessons are available and may be booked in advance.

Clubhouse / Snack bar

We offer cold sandwiches and hot dogs along with foods you can eat in the clubhouse or take with you. A complete line of beverages, including beer and wine, are also available for your refreshment. *(Operated by Mr. Zander's wife.)*

Practice Range

Whether you want to work on your swing or just prefer loosening up before your round you can grab a bucket of balls and hit our practice range. Mats and grass tee areas are both available.



Curt Zander, President of Ocean Shores Golf Course, Inc.

OSGC, Inc. operates this public golf course which is owned by the City of Ocean Shores.

Curt Zander, a 31-year PGA Professional is President of OSGC. He is also Maintenance Superintendent for the course. Curt grew up in Renton, Washington where he and his brothers began playing golf when they were in high school.

Curt's wife Tonya, is also involved in the business, operating the snack bar at the course and helping out in the pro shop. Both Curt and Tonya are very family oriented, with four children.

(Curt's son is works as his assistant, inclusive of performing construction and electrical work on the golf course, also without an electrical license.)



Winter Golf Specials

Monday-Thursday Special:

Single and a Cart for 18 Holes = \$39

Two and a Cart for 18 Holes = \$68

\$18.00 Thursday

More for your money Thursday

Pay for 9 get 18

Free cart Friday

***Get a free cart with
Green Fee Purchase!***



**Senior & Military rates
do apply to specials**

**Sorry, specials not Applicable
with punch cards or coupons**

Ocean Shores Golf Course

www.oceanshoresgolf.com (360) 289-3357

(Offer valid until March 31, 2020)

EXHIBIT #14

Current WA Prevailing Wage Rates for Landscape Construction in Grays Harbor

Prevailing Wage Rates for Public Works Contracts

[Help for this page](#)

Printer Friendly 

Look Up Journey Level Rates

Important Note about Rates: Choosing correct worker classifications depends upon *determinations* published by L&I. [Review our Determinations.](#)

Look up Prevailing Wage rates with effective dates as far back as March 4, 1998.

⊕ Which rates (effective date) should you select?

⊕ When are Prevailing Wage rates updated?

Select County	Select Trade
Ferry	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Contr
Franklin	Insulation Applicators
Garfield	Ironworkers
Grant	Laborers
Grays Harbor	Laborers - Underground Sewer & Water
Island	Landscape Construction
Jefferson	Landscape Maintenance
King	Lathers
Kitsap	Machinists (Hydroelectric Site Work)
Kittitas	Marble Setters

Effective Date: 3/17/2021



[Get Wages](#)

[Download Wages](#)

[Apprentice Wages](#)

Benefit Code Key for 3/17/2021

Note: Select View under *Risk Class to verify workers compensation insurance on your project. Use this tool to find and understand the insurance risk classifications to pay for the trade and occupations you are utilizing on your project. Workers' compensation risk classifications are determined by the nature of your project, nature of business or phase of construction.

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Grays Harbor	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$40.36	7A	4V	8Y	View
Grays Harbor	Landscape Construction	Landscape Operator	\$69.33	7A	3K	8X	View

EXHIBIT #15A

Statement of Intent to Pay Prevailing Wages

Filed by Turf Care on 4/20/2020



Printer Friendly

Intent Details

Project Detail - Project Dashboard

Document Received Date: 4/20/2020

Intent ID: 1052632

Affidavit ID: 955458

Status: Approved On 4/20/2020

Company Details

Company Name: TURF CARE
Address: 66 McCOY RD
HOQUIAM, WA, 98550
Contractor Registration No. TURFCC*816K1
WA UBI Number 602109374
Phone Number 360-581-4518
Industrial Insurance Account ID
OMWBE Certifications as of 4/20/2020 No active certifications existed when Intent was submitted
Email Address osgc@msn.com
Filed By Curt Zander

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

Payment Details

Check Number:
Transaction Id: 107435168

Intent Details

Expected project start date: (MM/DD/YYYY) 1/1/2020

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? \$322,762.58
Does your company intend to hire ANY subcontractors? Yes
Will your company have employees perform work on this project? No
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? 1

First Name	Last Name	Trade
CURT	ZANDER	Landscape Construction

Journey Level Wages

EXHIBIT #15B

Statement of Intent to Pay Prevailing Wages

Filed by Ocean Shores Golf Course, Inc. on 4/20/2020



Printer Friendly

Intent Details

Project Detail - Project Dashboard

Document Received Date: 4/20/2020

Intent ID: 1052650

Affidavit ID: 948861

Status: Approved On 4/22/2020

Company Details

Company Name: OCEAN SHORES GOLF COURSE, INC. *not a registered contractor*
Address: 500 Canal Drive NE
 Ocean Shores, WA, 98569
Contractor Registration No.
WA UBI Number: 601236705
Phone Number
Industrial Insurance Account ID: 20110700
OMWBE Certifications as of 4/20/2020: No active certifications existed when Intent was submitted
Email Address: osgc@msn.com
Filed By: Curt Zander

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: 107435242

Intent Details

Expected project start date: (MM/DD/YYYY): 1/1/2020
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? \$10,000.00
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	Landscape Construction	Landscape Operator	\$66.05	\$0.00	2
Grays Harbor	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$39.18	\$0.00	1

Public Notes

[Show/Hide Existing Notes](#)

-- On 4/20/2020:--

Irrigation project, instal pipe, low voltage wire, equipment trencher

-- On 4/21/2020:--

Installing 6".4" and 2" PVC pipe at a dept no deeper than 2 feet. laying 2 stand 24 volt low voltage wire from the control satellite to all 134 sprinklers. The satellite will send a 24 volt signal to each sprinkler when it is time for that sprinkler to come on. Trencher is a Toro Dingo TX1000, I believe the horse power is 18. Covering up ditches after pipe, wire and sprinklers are installed. Using grass seed on ditches is the final stage. Shovels, rakes and a hand saw will be used.

[Back To Search](#)

EXHIBIT #16

Progress Estimate No. 4 Submitted by Turf Care – April 8, 2020

Shows Total Earned of \$220, 606.21 (including tax. etc.)

Show Total Due of \$92.202.46 (All Remaining Costs Except Retained Funds)

PROGRESS ESTIMATE NO. 4

April 8, 2020

CITY OF OCEAN SHORES
GRAYS HARBOR COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD:
MARCH 16, 2020 TO APRIL 15, 2020

PROJECT:
CITY OF OCEAN SHORES
GOLF COURSE IRRIGATION PROJECT, PHASE 1
#19FW-25

CONTRACTOR:
TURF CARE
66 McCOY RD
HOQUIAM, WA 98550

BID ITEMS					QUANTITIES		PROJECT COSTS		ESTIMATED
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL TO DATE	TOTAL THIS PERIOD	AMOUNT TO DATE	AMOUNT THIS PERIOD	PERCENT OF PROJECT
BASE BID									
1	Mobilization and Demobilization	1	LS	\$ 2,000.00	50%	0%	\$ 1,000.00	\$ -	50%
2	Unexpected Site Changes	1	FA	\$ 5,000.00	0%	0%	\$ -	\$ -	0%
3	Irrigation Hole 10	1	LS	\$ 40,000.00	90%	0%	\$ 36,000.00	\$ -	90%
4	Irrigation Hole 11	1	LS	\$ 40,000.00	80%	25%	\$ 32,000.00	\$ 9,800.00	80%
5	Irrigation Hole 12	1	LS	\$ 40,000.00	60%	4%	\$ 23,880.00	\$ 1,680.00	60%
6	Irrigation Hole 18	1	LS	\$ 30,000.00	49%	5%	\$ 14,800.00	\$ 1,400.00	49%
7	Demo Pump Station	1	LS	\$ 3,000.00	100%	0%	\$ 3,000.00	\$ -	100%
8	Irrigation Pump Station	1	LS	\$ 83,000.00	68%	63%	\$ 56,150.00	\$ 52,000.00	68%
9	Road Crossing, C-1	1	LS	\$ 7,500.00	100%	0%	\$ 7,500.00	\$ -	100%
10	Road Crossing, C-2	1	LS	\$ 4,500.00	100%	0%	\$ 4,500.00	\$ -	100%
11	Canal Crossing, C-3	1	LS	\$ 1,200.00	100%	100%	\$ 1,200.00	\$ 1,200.00	100%
12	Canal Crossing, C-4	1	LS	\$ 5,000.00	100%	100%	\$ 5,000.00	\$ 5,000.00	100%
13	Trench Safety	1	LS	\$ 3,000.00	57%	57%	\$ 1,720.00	\$ 1,720.00	57%
14	Irrigation Control	1	LS	\$ 25,000.00	70%	70%	\$ 17,600.00	\$ 17,600.00	70%
15	Electrical Service	1	EST	\$ 2,000.00	0%	0%	\$ -	\$ -	0%
16	Electrical	1	LS	\$ 8,000.00	0%	0%	\$ -	\$ -	0%
CHANGE ORDERS									
1	Efficiency Changes	1	LS	\$ (1,937.54)	90%	90%	\$ (1,743.79)	\$ (1,743.79)	90%
2	Electrical Panel Modification	1	LS	\$ (1,150.00)	0%	0%	\$ -	\$ -	0%

TOTAL EARNED TO DATE	\$ 202,606.21	\$ 88,656.21
RETAINAGE	5.0% \$ 10,130.31	\$ 4,432.81
SALES TAX	9.0% \$ 18,234.56	\$ 7,979.06
TOTAL WITH SALES TAX	\$ 220,840.77	\$ 96,635.27
TOTAL EARNED TO DATE LESS RETAINAGE	\$ 210,710.46	

CONTRACT AMOUNT (Incl. Sales Tax) \$ 322,762.58

CONTRACT PERCENTAGE TO DATE 68%

TOTAL PAYMENT NOW DUE:

\$ 92,202.46

I HEREBY CERTIFY THE ABOVE ESTIMATE IS A
TRUE AND CORRECT STATEMENT OF THE
WORK PERFORMED UNDER THIS CONTRACT.

I HEREBY CERTIFY THAT THE WAGES HAVE BEEN PAID
IN ACCORDANCE WITH RCW 39.12 (PREVAILING WAGE)

NICHOLAS D. BIRD, P.E.

Digitally signed by Nick Bird
DN: cn=Nick Bird, o=City of Ocean
Shores, ou, email=nbird@osgov.com,
c=US
Date: 2020.04.14 12:10:04 -0700

CONTRACTOR'S REPRESENTATIVE

EXHIBIT #17

Affidavit of Wages Paid

Received by L&I on 8/4/2020, Approved by L&I on 8/4/2020



Printer Friendly

Affidavit Details

Project Detail - Project Dashboard

Document Received Date: 8/4/2020 Intent Id: 1052632 Affidavit Id: 955458 Status: Approved on 8/4/2020

Company Details

Name TURF CARE
Address 66 MCCOY RD
 HOQUIAM, WA, 98550
WA UBI no. 602109374
Contractor Registration no. TURFCC*816K1
Industrial Insurance Account Id -1
OSWBE Certifications as of 4/20/2020 No active certifications existed when Intent was submitted
Email Address osgc@msn.com
Filed By Zander, Curt

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: \$ 322,762.58
Bid due date 11/19/2019
Contract award date 11/25/2019
Job site address/directions: 500 Canal D. NE Ocean Shores, Wa. 98569

Payment Details

Check Number:
Transaction Id:

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 4/20/2020
Job start date: MM-DD-YYYY 1/1/2020
Date work completed: MM-DD-YYYY 7/4/2020

Project Completion

Did your company hire any subcontractors? Yes
Did your company have employees perform work on this project? No
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? 1

First Name	Last Name	Trade
CURT	ZANDER	Landscape Construction

Affidavit Subcontractor(s)

Company Name	UBI	License#
OCEAN SHORES GOLF COURSE, INC.	601236705	

BUCK ELECTRIC INC	601728582	BUCKEI*031P7
H D FOWLER CO INC	179016679	HDFOWDF944KR
DOWNING DIVERSIFIED LLC	603191871	DOWNIDL888LM

Journeylevel Wages

Apprentice Wages

Public Notes

☐ [Show/Hide Existing Notes](#)

-- On 8/4/2020:--

Trade should be landscape construction on the certification report, my mistake. Classification I guess is General Contractor but I don't know what your asking.

[Back To Search](#)

EXHIBIT #18A

Documentation of Prevailing Wage Complaint Filed by REBOUND

Received by L&I on March 5, 2020

Resolved by L&I on December 7, 2020, With Violations Found



STATE OF WASHINGTON
DEPARTMENT OF LABOR AND INDUSTRIES
Prevailing Wage Program
711 Vine St Kelso, WA 98626-2621

March 05, 2020

Miriam Israel Moses
Rebound, A Building Trades Organization
2800 First Avenue, Ste 136
Seattle WA 98121

**Re: Prevailing Wage Complaint Filed Against Curt Zander for Ocean Shores Golf Course
Irrigation project - phase 1**

Dear Miriam Israel Moses:

The Department of Labor & Industries has received the complaint you filed against Curt Zander alleging unpaid prevailing wage that was received into this office on March 05, 2020.

Be advised that the department will contact you directly if further information is needed from you in regards to our investigation into this project; however, please allow four months to one year for our office to process and investigate your complaint fully. Additionally, be advised the complex investigations may take longer.

If you have any questions or have additional information, you may contact me at (360) 575-6962, or you may send an email to Jennie.Kordenat@lni.wa.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jennie Kordenat".

Jennie Kordenat
Industrial Relations Agent



STATE OF WASHINGTON
DEPARTMENT OF LABOR AND INDUSTRIES
Prevailing Wage Program

711 Vine St Kelso, WA 98626-2621

December 07, 2020

Miriam Israel Moses
REBOUND A Building Trades Organization
2800 First Avenue
Suite 136
Seattle WA 98121

**Re: Prevailing Wage Investigation Results for Turf Care/Ocean Shores Golf Course for
OCEAN SHORES GC PHASE 1 IRRIGATION**

Dear Miriam Israel Moses:

The investigation for the above-referenced project has been completed.

I collected **\$2,051.41** for 1 worker, and found the following violation(s):

☒ **Unpaid Prevailing Wages**

Employees working on a public works project require the payment of at least the prevailing wage rate for the work they perform. See RCW 39.12.010, RCW 39.12.020, and RCW 39.12.030.

☐ **Incorrect Scope of Work**

Employees who perform manual work covered under the Prevailing Wage Act are entitled to journey-level wage rates for the type of work performed. See RCW 39.12.010, RCW 39.12.020, RCW 39.12.030, and WAC 296-127-01301 through -01396.

☒ **Unpaid Overtime**

Hours worked over 8 per day, over 40 per week, and other benefit codes require overtime pay. See RCW 49.28.010, RCW 49.28.065, RCW 49.46.130, and WAC 296-127-022. Worker was paid the straight time rate of pay for hours worked on Saturdays and Sundays.

☐ **Unpaid Usual (Fringe) Benefits**

Usual benefits include employer payments for medical, pension, apprenticeship, vacation, and holiday pay. See RCW 39.12.010, WAC 296-127-014 and WAC 296-127-01410.

☒ **Filing of Intent, Affidavits, and Certified Payroll**

Re-filed form to reflect the correct scopes of work, hours, wages, and fringe benefits provided. See RCW 39.12.010, RCW 39.12.040, RCW 39.12.050, and WAC 296-127-320.

December 07, 2020
Miriam Israel Moses
REBOUND A Building Trades Organization
Page 2 of 2

In addition to wages and interest, the department also collected a civil penalty for the violations found.

The Revised Codes of Washington (RCWs) and Washington Administrative Codes (WACs) can be found at this URL: <http://search.leg.wa.gov/>.

I appreciate your support of the Washington State Prevailing Wage law.

If you have any questions, you may contact me at (360) 575-6962, or you may send an email to Jennie.Kordenat@lni.wa.gov.

Sincerely,

Jennie Kordenat

Jennie Kordenat
Industrial Relations Agent

EXHIBIT #18B

Summary of L&I's Prevailing Wage Findings

Ocean Shores Golf Course
Prevailing Wage, Interest & Penalties

I have completed my investigation for the
owes the following:

Unpaid prevailing wages:	\$1,899.24
Interest at 1%:	\$152.17
<u>Civil penalties:</u>	<u>\$1,000.00</u>
Total Owed:	\$3,051.41

A copy of the audit is enclosed. My finding

EXHIBIT #19

Affidavit of Wages Paid

Filed by Ocean Shores Golf Course, Inc.

Received by L&I on 7/2/2020 – Approved by L&I on 11/10/2020

Affidavit Details

Project Detail - Project Dashboard

Document Received Date: 7/2/2020

Intent Id: 1052650

Affidavit Id: 948861

Status: Approved on 11/10/2020

Company Details

Name	OCEAN SHORES GOLF COURSE, INC.
Address	500 Canal Drive NE Ocean Shores, WA, 98569
WA UBI no.	601236705
Contractor Registration no.	
Industrial Insurance Account Id	20110700
OMWBE Certifications as of 4/20/2020	No active certifications existed when Intent was submitted
Email Address	oigc@msn.com
Filed By	Zander, Curt

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:	\$ 8,387.39
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:	107539091

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	4/20/2020
Job start date: MM-DD-YYYY	1/1/2020
Date work completed: MM-DD-YYYY	6/30/2020

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	Landscape Construction	Landscape Operator	66.05	0.00	2	48.00
Grays Harbor	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	39.18	0.00	1	93.00
Grays Harbor	Carpenters	Carpenter	62.44	0.00	1	25.50

Apprentice Wages

Public Notes

 [Show/Hide Existing Notes](#)

-- On 11/10/2020:--

The carpentry work performed was stick framing an 8" x 12" shed. Tools used; hammer, skill saw, power drill, nail gun, generator, level and speed square. Drove to job site in his car. Did not install siding, roof, paint, man door or garage door.

[Back To Search](#)

EXHIBIT #20A

L&I Electrical Inspector – Notice to Turf Care of Electrical Violations

Department of Labor and Industries
Electrical Section



NON-COMPLIAN

NOTICE TO OWNER OR CONTR

Owner/Contractor <u>CR # 3361838</u>		Date & Time <u>03/19/2020</u>
Address <u>TURF CARE</u>		Permit # <u>NO EWP</u>
<u>500 CANAL</u>	City <u>OCEAN SHORES</u>	County <u>GRAYS HARBOR</u>

The department has determined this electrical project has a person(s) or firm(s) installing electrical equipment in compliance with chapter 19.28 RCW. This non-compliance notice MAY ONLY BE REMOVED BY: the Owner/Contractor named above or the Electrical Inspector.

- ☒ RCW 19.28.041 Installing or maintaining conductors or equipment without having a electrical contractor license
- ☐ RCW 19.28.420 Installing or maintaining conductors or equipment without having a telecommunications license
- ☒ RCW 19.28.271 Employing an individual who does not possess a valid certificate.
- ☒ RCW 19.28.161 Working as an electrician or electrical trainee without having a valid certificate.
- ☐ RCW 19.28.161 Employing electricians and trainees in an improper ratio.
- ☐ RCW 19.28.161 Failing to provide supervision to an electrical trainee.
- ☐ RCW 19.28.161 Working as an electrical trainee without proper supervision.
- ☐ RCW 19.28.041 Performing electrical installations outside the scope of the firm's electrical/telecommunications contractor license.
- ☐ RCW 19.28.010 Selling spas, hot tubs, swimming pools or hydromassage tubs that are not properly listed.
- ☒ RCW 19.28.101 Covering or concealing installations prior to inspection.
- ☒ RCW 19.28.101 Failing to obtain an electrical work permit prior to beginning the installation or alteration.
- ☐ RCW 19.28.061 Failing to fulfill the duties of a electrical administrator
- ☐ RCW 19.28.430 Failing to fulfill the duties of a telecommunications administrator.
- ☐ RCW 19.28.

THE ELECTRICAL WIRING MUST NOT BE COVERED OR ENERGIZED UNTIL ALL REQUIRED INSPECTIONS ARE COMPLETED AND APPROVED BY THE ELECTRICAL INSPECTION AUTHORITY.

L&I Address: P.O. Box 44814 Olympia, WA 98504-4814

Photos Taken by Electrical Inspector
Of Workers Performing Electrical Work on the
Ocean Shores Golf Course Irrigation Project.

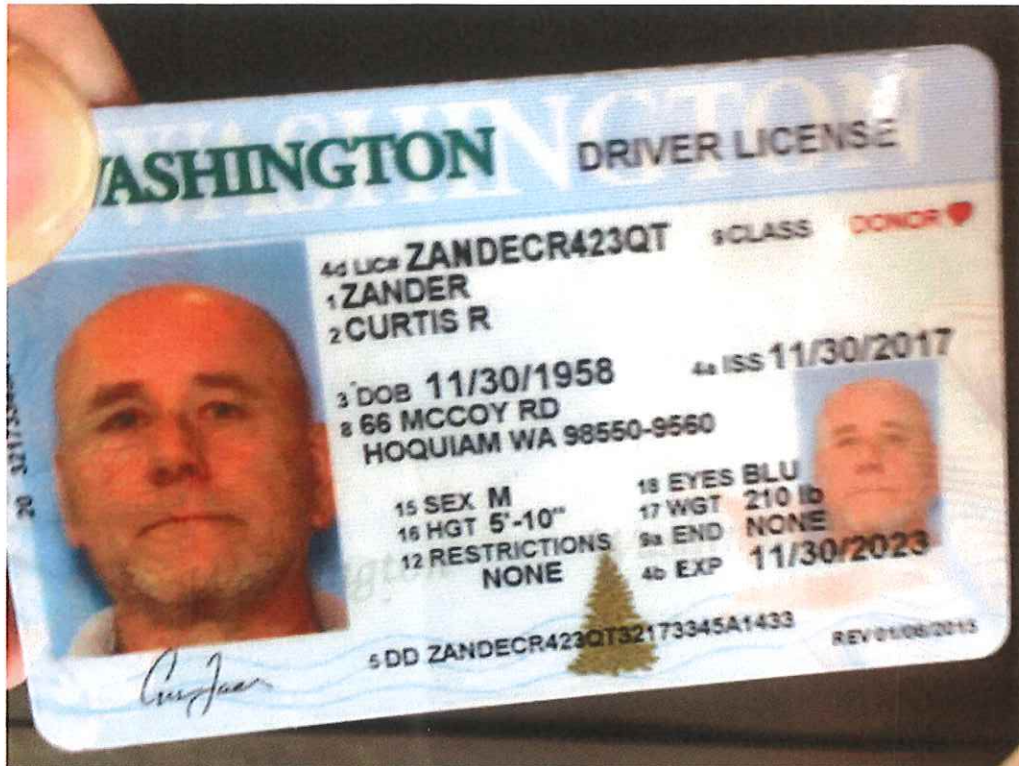


EXHIBIT #20B

L&I Electronic Contractor Review Page

Showing Electrical Violations, Noting That the Fines Were Paid.

TURF CARE

Owner or tradesperson Zander, Curtis Robert
Principals
 Zander, Curtis Robert, OWNER
Doing business as
TURF CARE

66 McCOY RD
 HOQUIAM, WA 98550
 360-581-4518
 GRAYS HARBOR County

WA UBI No.
 602 109 374

Business type
Individual
Governing persons
CURT
R
ZANDER

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

Active
Meets current requirements.

License specialties

GENERAL

License no.

TURFCC*816K1

Effective — expiration

05/24/2019— 05/24/2021

Bond

Ohio Cas Ins Co

\$12,000.00

Bond account no.

999004138

Received by L&I

05/21/2019

Effective date

05/24/2019

Expiration date

Until Canceled

Insurance

Ohio Security Ins Co

\$1,000,000.00

Policy no.

BKS57713719

Received by L&I

04/06/2020

Effective date

04/09/2020

Expiration date

04/09/2021

Insurance history

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

Infraction no.
EDUEM00245

Satisfied

Issue date

11/19/2020

RCW/WAC

19.28.041 RCW

Violation city

HOQUIAM

Violation amount

\$1,000.00

Type of violation

ELECTRICAL CITATION

Description

Offering to perform, submitting a bid for, advertising, installing or maintaining cables, conductors or equipment that convey or utilize electrical current without having a valid electrical contractor license.

Infraction no.

EDUEM00248

Issue date

11/19/2020

Violation city

HOQUIAM

Type of violation

ELECTRICAL CITATION

Description

Failing to obtain an electrical/telecommunications work permit and post the permit or permit number on the jobsite, or post a provisional electrical work permit prior to beginning the electrical/telecommunication installation or alteration.

Satisfied

RCW/WAC

WAC 296-46B-901(5)

Violation amount

\$250.00

Infraction no.

EDUEM00247

Issue date

11/19/2020

Violation city

HOQUIAM

Type of violation

ELECTRICAL CITATION

Description

Performing electrical work without having a valid certificate of competency or electrical training certificate.

Satisfied

RCW/WAC

19.28.161 RCW

Violation amount

\$250.00

Infraction no.

EDUEM00246

Issue date

11/19/2020

Violation city

HOQUIAM

Type of violation

ELECTRICAL CITATION

Description

Covering or concealing installations prior to inspection.

Satisfied

RCW/WAC

19.28.101(4) RCW

Violation amount

\$250.00

Certifications & Endorsements

OMWBE Certifications

No active certifications exist for this business.

Apprentice Training Agent

No active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the [Oregon Bureau of Labor & Industries](#) or [Montana Department of Labor & Industry](#) to verify if this business has apprentices.

Workers' Comp

No active workers' comp accounts during the previous 6 year period.

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training- Effective July 1, 2019

Completed the training on 9/23/2019

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.

ADDENDA OF NOTE

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*)

Local offices are closed to the public. Please call your nearest L&I office [for local assistance](https://lni.wa.gov/agency/contact/#office-locations) (https://lni.wa.gov/agency/contact/#office-locations) between 8-5 Pacific Time weekdays, or dial 360-902-5800.



Project Information

Project Name: Phase 1 Irrigation
 Project Description: Irrigation
 Job Site Address/Directions: 500 Canal D. NE Ocean Shores, Wa. 98569
 Prime Contractor Name: TURF CARE
 Prime Contractor Registration Number: TURFCC*816K1
 Contract Number: 19PW-25
 Prime Contractor Phone Number: 360-581-4518
 Project Dollar Amount: \$322,762.58
 Contract Type Description: Bid-Build (Traditional)
 Bid Due Date: 11/19/2019
 Contract Award Date: 11/25/2019
 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
 Apprentice Utilization Required: No
 OMWBE Utilization Required: No
 Is this a Housing Act of 1937 project? No
 Bond Waived? No
 Retainage Waived? No
 Federally Funded Project? No

Intents/Affidavits Filed For Project

Intent Id	Company Name	UBI	Contractor Reg#	Account Id	Intent File Date	Affidavit Id	Affidavit File Date
1052650	OCEAN SHORES GOLF COURSE, INC.	601236705		20110700	4/20/2020	948861	7/2/2020
1052632	TURF CARE	602109374	TURFCC*816K1		4/20/2020	955458	8/4/2020

Contractor/Sub Contractor On Project

The information shown below is as of today's date and based on the UBI supplied on intents for this project. Select the contractor to view additional information about their status with L&I.

Company Name	UBI	Contractor Reg#	Account Id	License Status	Account Status	Is Debarred
BUCK ELECTRIC INC	601728582	BUCKEI*031P7			Active	No
DOWNING DIVERSIFIED LLC	603191871	DOWNIDL888LM		Active	Active	No
H D FOWLER CO INC	179016679	HDFOWDF944KR		Active	Active	No
OCEAN SHORES GOLF COURSE, INC.	601236705				Active	No
TURF CARE	602109374	TURFCC*816K1		Active	No Active Account	No

L&I's Status of Release on this Project

There is no status of release for this project

[Back](#)

PROPOSAL - Continued

The undersigned is, and will remain in, full compliance with all Washington State administrative agency requirements including, but not limited to registration requirements of Washington State Department of Labor & Industries for contractors, including but not limited to requirements for bond, proof of insurance and annual registration fee. The undersigned's Washington State:

Dept. of Labor and Industries Workman's Compensation Account No. is N/A ^{NO}
Dept. of Licensing Contractor's Registration No. is TURFCC # 816K1 ^{EMPLOYE}
Unified Business Identifier Number is 602 109 374 / (84-3101341 EIN)
Excise Tax Registration Number is 602 109 374 / and SS 534 68 396
Employment Security Account Number is N/A ^{NO EMPLOYEES}

The undersigned has reviewed all insurance requirements contained in the Contract and has verified the availability of and the undersigned's eligibility for all required insurance. The undersigned verifies that the cost for all required insurance, has been included in this Proposal.

In relation to claims related in whole or in part to workplace injuries to employees, the undersigned waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specially negotiated by the parties, which is acknowledged by the undersigned in signing this Proposal.

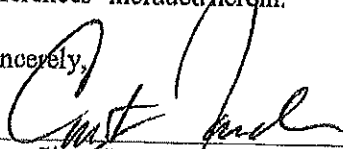
By signing the proposal, the undersigned declares, under penalty of perjury under the laws of the United States and the State of Washington, that the following statements are true and correct:

1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.
2. The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (November 1, 2019), that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.
3. The undersigned has completed the training or is exempt under the public works and prevailing wage experience requirements of RCW 39.04.350(1)(f).
4. The bidder hereby certifies that it shall perform with its own organization contract work amounting to not less than 30% of the total original contract price, excluding any specialty items designated in the Proposal Form.

PROPOSAL - Continued

The undersigned agrees that the Owner is authorized to obtain information from all references included herein.

Sincerely,


Signature

11-11-19
Date

By: CURT ZANDER
Print Name, Title

OCEAN SHORES, WA.
Location Executed (City, State)

TURF CARE
Print Company Name

Amount of Proposal deposit: \$ _____ Check No. _____

or Proposal bond in the amount of \$ 16,306.40

issued through OHIO CASUALTY INSURANCE CO.
Name of Bank/Bonding Company

located at SEE ATTACHED
Mailing Address

206 546 1397
Telephone Number of Bank/Bonding Company



CITY OF OCEAN SHORES, WASHINGTON 98569

December 27, 2019

ADMINISTRATION
585 Pt Brown Ave NW
PO Box 909
360.289.3099
FAX 360.289.4065

FINANCE DEPARTMENT
800 Anchor Ave NW
PO Box 909
360.289.2488
FAX 360.289.0376

FIRE AND EMERGENCY CARE
585 Pt Brown Ave NW
360.289.3611
FAX 360.289.3709

POLICE DEPARTMENT
577 Pt Brown Ave NW
360.289.3331
FAX 360.289.3333

PUBLIC LIBRARY
573 Pt Brown Ave NW
360.289.3919
FAX 360.289.4318

MUNICIPAL COURT
585 Pt Brown Ave NW
PO Box 909
360.289.2486
FAX 360.289.7911

PUBLIC WORKS
PO Box 909
360.289.2754
FAX 360.289.2022

UTILITY BILLING
800 Anchor Ave NW
PO Box 1539
360.289.2487
FAX 289.0376

PERMIT CENTER
801 Minard Ave NW
PO Box 909
360.289.2754
FAX 360.289.2022

BUSINESS LICENSING
800 Anchor Ave NW
PO Box 909
360.289.2488
FAX 360.289.0376

CODE ENFORCEMENT/
ANIMAL CONTROL
577 Pt Brown Ave NW
PO Box 909
360.289.3331
FAX 360.289.3333

AMBULANCE BILLING
800 Anchor Ave NW
PO Box 909
360.289.2488 ext 109
FAX 360.289.0376

Mr. Curt Zander
Turf Care
66 McCoy Rd.
Hoquiam, WA 98550

**SUBJECT: LIMITED NOTICE TO PROCEED, GOLF COURSE
IRRIGATION PROJECT PHASE I
19PW-25**

Mr. Zander:

The City of Ocean Shores and your company, Turf Care, have formally entered a contractual agreement for this project. Although not all permit approvals have been received, you have expressed a desire to initiate work where possible. As a result, we are issuing a limited notice to proceed, and authorizing contract work outside the Hydraulic Project Approval (HPA) boundary shown on the attached figure. Work within the hatched area cannot be initiated until the HPA has been approved and conditions associated with the approval are incorporated into the contract work by change order.

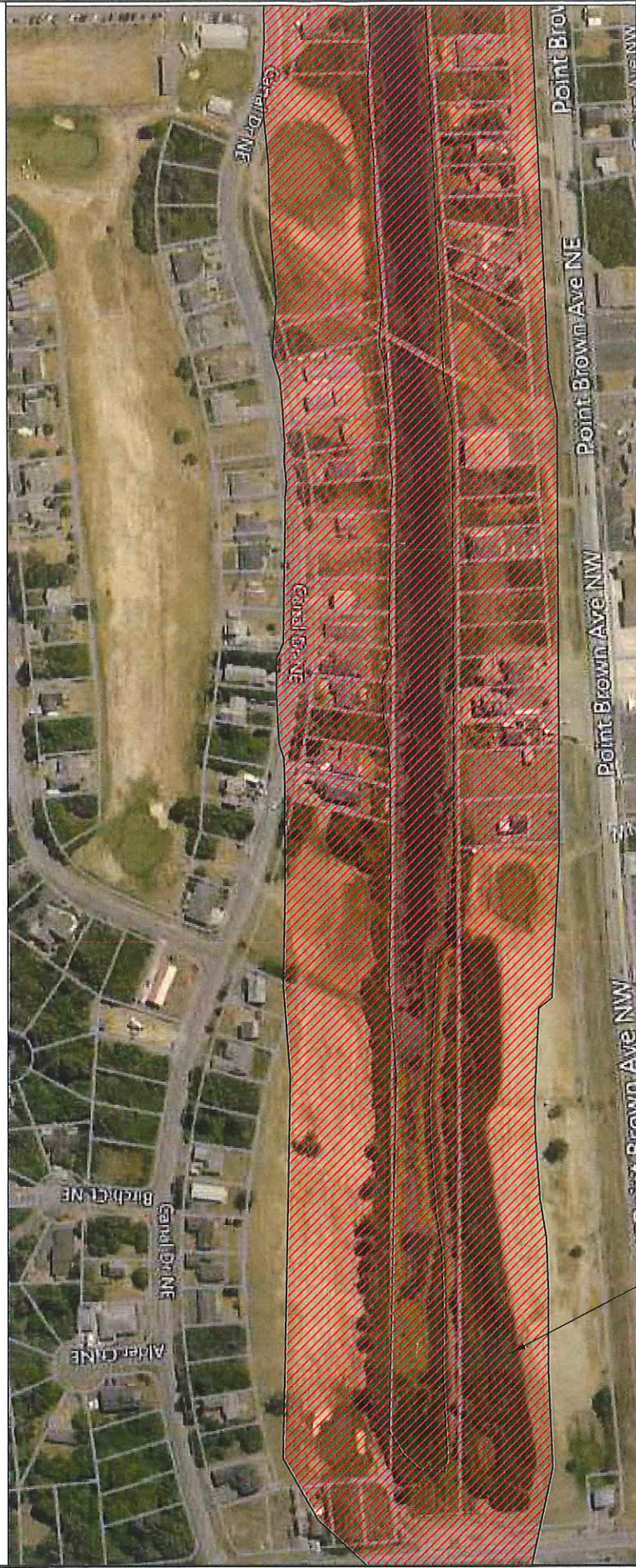
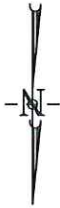
In accordance with the Contract, work shall be substantially complete by June 30, 2020 and physically complete by July 15, 2020. The official Notice to Proceed date for this contract is the date of this letter.

Sincerely,
City of Ocean Shores

Nicholas D. Bird, P.E.
Public Works Director

Encl.

CC: 19PW-25 Project File



No Construction activities within hatched area
until HPA approval received.



CITY OF OCEAN SHORES	
Public Works Department	
OSGC IRRIGATION IMPROVEMENTS PH. 1	
HPA BOUNDARIES	
NOB	NTS
DATE	12/20/19
BY	1 of 1



STATE OF WASHINGTON
DEPARTMENT OF LABOR AND INDUSTRIES

General Administration Building • Olympia, Washington 98501

Employment Standards Division
(Telephone: (206) 753-4019)

April 2, 1985

TO WHOM IT MAY CONCERN

DEFINITION OF UTILITIES CONSTRUCTION

For the intents and purposes of the Washington State Public Works Law,
UTILITIES CONSTRUCTION is defined as follows:

The construction, alteration, repair or improvement of WATER
MAINS, SANITARY SEWER MAINS, UNDERGROUND STORM SEWERS and
BRANCH LINES to buildings but not underneath buildings, within
cities, towns, suburbs and subdivisions.


George May
Industrial Statistician

Laborers in utilities construction.

For the purpose of the Washington state public works law, chapter **39.12** RCW, the work for laborers includes, but is not limited to:

(1) Pipe layer.

- Shoring, building of manholes and catch basins.
- Sealing, doping and wrapping of the pipe after the joints have been welded and before the pipe is lowered into the trench or ditch.
- Joining ductile iron pipe by using screws, bolts, fittings, caulking or any other method for making joints in the industry, when the pipe will not be under pressure. Lowering the pipe into the trench or ditch.

(2) Topman. Assists the pipe layer from the surface, he does not work in the trench or ditch.

(3) General laborer.

- Performs all other laborers' work which is not done by pipe layers and topmen.
- Responsible for all cleanup required in connection with utilities construction work.

[Statutory Authority: Chapter **39.12** RCW, RCW **43.22.270** and **43.22.051**. WSR 00-15-077, § 296-127-01340, filed 7/19/00, effective 7/19/00.]

Plumbers, pipefitters, and steamfitters.

For the purpose of the Washington state public works law, chapter **39.12** RCW, plumbers, pipefitters and steamfitters assemble, install, and maintain piping systems, fixtures and equipment for the transportation of water, steam, gas, air, sewage, oil, fuels, liquids, gases, or similar substances.

The work includes, but is not limited to:

(1) Piping systems installed in structures (e.g., buildings, industrial plants, etc.).

(a) The handling and moving of any plumbing, pipefitting and steamfitting materials, supplies, and equipment on the job site.

(b) Cutting, threading, and bending pipe.

(c) Joining pipes by use of screws, bolts, fittings, solder, welding and caulking, or any other method of making joints in the pipefitting industry.

(d) Assembling, installing, and repairing valves, pipe fittings, and pumps.

(e) Testing the piping system.

(f) Installing and repairing plumbing fixtures, such as sinks, bathtubs, water heaters, and water softeners.

(g) Cutting holes in floors and walls for pipes:

- With point and hammer.
- Core-drilled.

(h) Responsible for all cleanup required in connection with plumbers, pipefitters and steamfitters work.

(2) Distribution lines (e.g., water mains, sewer mains, oil and gas lines, etc.).

(a) The handling and moving of any plumbing, pipefitting and steamfitting materials, supplies, and equipment on the job site.

(b) Steel pipe: Welding of pipe joints and joining pipes with screws, bolts, fittings, solder, caulking, or any other method for making joints in the industry.

(c) Ductile iron pipe: Joining pipes by using any method for making joints in the industry, when the pipe will be under pressure.

Assembling, installing, and repairing valves and pumps.

(d) Testing the piping system.

(e) Responsible for all cleanup required in connection with plumbers, pipefitters and steamfitters work.

[Statutory Authority: Chapter **39.12** RCW, RCW **43.22.270** and **43.22.051**. WSR 00-15-077, § 296-127-01364, filed 7/19/00, effective 7/19/00.]

OCEAN SHORES GOLF COURSE INCOR

Owner or tradesperson CURT ZANDER
Doing business as
OCEAN SHORES GOLF COURSE

PO BOX 369
OCEAN SHORES, WA 98569-0369

WA UBI No.
601 236 705

Governing persons
CURT
R
ZANDER
TONYA C ZANDER;

Certifications & Endorsements**OMWBE Certifications**

No active certifications exist for this business.

Apprentice Training Agent

No active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the [Oregon Bureau of Labor & Industries](#) or [Montana Department of Labor & Industry](#) to verify if this business has apprentices.

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

This company has multiple workers' comp accounts.

Active accounts

L&I Account ID
201,107-00

Account is current.

Doing business as
OCEAN SHORES GOLF COURSE

Estimated workers reported
Quarter 4 of Year 2020 "1 to 3 Workers"

L&I account contact
T4 / STEPHEN TASSONI (360)902-4819 - Email: TASS235@lni.wa.gov

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training— Effective July 1, 2019
Completed the training on 8/24/2020

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.



STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

February 12, 2021

WA UBI No.	601 236 705
L&I Account ID	201,107-00
Legal Business Name	OCEAN SHORES GOLF COURSE INCOR
Doing Business As	OCEAN SHORES GOLF COURSE
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 4 of Year 2020 "1 to 3 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation (See [RCW 51.12.050](#) and [51.16.190](#)).



License Information:

Entity name: ZANDER, CURT R
Business name: **TURF CARE**
Entity type: [Sole Proprietor](#)
UBI #: 602-109-374
Business ID: 001
Location ID: 0001
Location: Active
Location address: 112 CANAL DR NEOCEAN SHORES WA 98569
Mailing address: PO BOX 1775 OCEAN SHORES WA 98569
Excise tax and reseller permit status: [Click here](#)

Endorsements

Endorsements held at this location	License #	Status	Expiration date	First issuance date
Ocean Shores General Business	4040	Active	Jun-30-2021	Apr-06-2001

Governing People May

*include governing people not registered with
Secretary of State*

Governing people	Title
ZANDER, CURT R	

Registered Trade Names

Registered trade names	Status
Registered trade names	Status
TURF CARE	Active

The Business Lookup information is updated nightly. Search date and time: 3/22/2021 10:08:36 AM

OCEAN SHORES GOLF COURSE INVOICE

PROGRESS ESTIMATE NO. 8 (FINAL)

August 17, 2020

OCEAN SHORES
HARBOR COUNTY
INGTON

PROGRESS ESTIMATE PERIOD:
JULY 16, 2020 TO AUGUST 10, 2020

PROJECT:
CITY OF OCEAN SHORES
GOLF COURSE IRRIGATION PROJECT, PHASE I
#19PW-25

CONTRACTOR:
TURF CARE
66 McCOY RD
HOQUIAM, WA 98550

BID ITEMS					QUANTITIES		PROJECT COSTS		ESTIMATED
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL TO DATE	TOTAL THIS PERIOD	AMOUNT TO DATE	AMOUNT THIS PERIOD	PERCENT OF PROJECT
BASE BID									
1	Mobilization and Demobilization	1	LS	\$ 2,000.00	100%	25%	\$ 2,000.00	\$ 500.00	100%
2	Unexpected Site Changes	1	FA	\$ 5,000.00	0%	0%	\$ -	\$ -	0%
3	Irrigation Hole 10	1	LS	\$ 40,000.00	100%	0%	\$ 40,000.00	\$ -	100%
4	Irrigation Hole 11	1	LS	\$ 40,000.00	100%	0%	\$ 40,000.00	\$ -	100%
5	Irrigation Hole 12	1	LS	\$ 40,000.00	100%	0%	\$ 40,000.00	\$ 120.00	100%
6	Irrigation Hole 18	1	LS	\$ 30,000.00	100%	0%	\$ 30,000.00	\$ 120.00	100%
7	Demo Pump Station	1	LS	\$ 3,000.00	100%	0%	\$ 3,000.00	\$ -	100%
8	Irrigation Pump Station	1	LS	\$ 83,000.00	100%	0%	\$ 83,000.00	\$ (135.00)	100%
9	Road Crossing, C-1	1	LS	\$ 7,500.00	100%	0%	\$ 7,500.00	\$ -	100%
10	Road Crossing, C-2	1	LS	\$ 4,500.00	100%	0%	\$ 4,500.00	\$ -	100%
11	Canal Crossing, C-3	1	LS	\$ 1,200.00	100%	0%	\$ 1,200.00	\$ -	100%
12	Canal Crossing, C-4	1	LS	\$ 5,000.00	100%	0%	\$ 5,000.00	\$ -	100%
13	Trench Safety	1	LS	\$ 3,000.00	100%	0%	\$ 3,000.00	\$ (10.00)	100%
14	Irrigation Control	1	LS	\$ 25,000.00	100%	0%	\$ 25,000.00	\$ (50.00)	100%
15	Electrical Service	1	EST	\$ 2,000.00	0%	0%	\$ -	\$ -	0%
16	Electrical	1	LS	\$ 8,000.00	100%	0%	\$ 8,000.00	\$ -	100%
CHANGE ORDERS									
1	Efficiency Changes	1	LS	\$ (1,937.54)	100%	0%	\$ (1,937.54)	\$ -	100%
2	Electrical Panel Modification	1	LS	\$ (1,150.00)	100%	0%	\$ (1,150.00)	\$ -	100%

TOTAL EARNED TO DATE
RETAINAGE
SALES TAX
TOTAL WITH SALES TAX

\$ 289,112.46 \$ 545.00
5.0% \$ 14,455.62 \$ 25
9.0% \$ 26,020.12 \$ 49.85
\$ 315,132.58 \$ 594.85

TOTAL EARNED TO DATE LESS RETAINAGE

\$ 300,676.96

CONTRACT AMOUNT (Incl. Sales Tax)

\$ 322,762.58

CONTRACT PERCENTAGE TO DATE

98%

TOTAL PAYMENT NOW DUE:

I HEREBY CERTIFY THE ABOVE ESTIMATE IS A
TRUE AND CORRECT STATEMENT OF THE
WORK PERFORMED UNDER THIS CONTRACT.

I HEREBY CERTIFY THAT THE WAGES HAVE BEEN PAID
IN ACCORDANCE WITH RCW 39.12 (PREVAILING WAGE)

NICHOLAS D. BIRD, P.E.

CONTRACTOR'S REPRESENTATIVE

301-001-000-594-18-60-02

diff in Sale tax Ref Jerry
\$ 741.98