



Pullman School District

Special Board Meeting

Date and Time

Monday June 30, 2025 at 6:30 PM PDT

Location

Paul R. Sturm Community/Board Room
Pullman High School
510 NW Greyhound Way
Pullman, WA 99163

Agenda

I. Opening Items

- A.** Record Attendance
- B.** Call the Meeting to Order

II. Discussion Items

- A.** Purchase and Sales Agreement between Pullman School District and Schweitzer Engineering Laboratories (Pullman Aquatic Center)
Presenter: Juston Pollestad, Executive Director of Operations
- B.** Resolution 24-25:12 Sale of Surplus Real Property

Presenter: Juston Pollestad Executive Director of Operations

C. Short-Term Interlocal Agreement between the City of Pullman and Pullman School District

Presenter: Juston Pollestad, Executive Director of Operations

III. Closing Items

A. Adjourn Meeting

Coversheet

Purchase and Sales Agreement between Pullman School District and Schweitzer Engineering Laboratories (Pullman Aquatic Center)

Section: II. Discussion Items
Item: A. Purchase and Sales Agreement between Pullman School District and
Schweitzer Engineering Laboratories (Pullman Aquatic Center)
Purpose:
Submitted by:
Related Material: Purchase and Sale Agreement Sale of Surplus Real Property PDF.pdf
SEL and Pullman School District PSA.pdf



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Pullman School District No. 267 • 240 SE Dexter • Pullman, WA 99163 • (509) 332-3581

Purchase and Sale Agreement - Sale of Surplus Real Property

Executive Summary

June 30, 2025

By: Juston Pollestad

Executive Director of Operations

Background:

Pullman School District has entered into a Purchase and Sale Agreement with Schweitzer Engineering Laboratories (SEL) for the transfer of ownership of the Pullman Aquatic Center and the surrounding 2.25 acres of property.

This agreement outlines the terms and conditions under which SEL will acquire the facility and associated land from the District. The sale aligns with the District's long-term facility and operational planning goals and represents a collaborative effort to ensure the property continues to serve the community in a meaningful way.

SEL's intended use of the property will reflect their ongoing investment in the Pullman community and commitment to supporting local infrastructure.

District administration has worked closely with legal counsel and real estate professionals to ensure that the agreement protects the District's interests while facilitating a smooth transition. All necessary due diligence and procedural steps will be followed prior to finalizing the transfer. Additional updates regarding timelines, closing procedures, and any remaining operational considerations (including interim facility use agreements, if applicable) will be brought to the Board as needed.

Recommended Board Action:

Approve Pullman School District to sale 2.25 acre parcel of Surplus Real Property, which includes the Pullman Aquatic Center.

Motion to Approve

I move that the Board approve the Sale of Surplus Real Property (Pullman Aquatic Center).

☐ Approved

☐ Not Approved

Date: _____

Board Secretary Signature: _____

Real Estate Purchase and Sale Agreement

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is made by and between Pullman School District No. 267, a Washington state municipal corporation, as to the real property identified in Section 1.1 and Exhibit A (“Seller”), and Schweitzer Aquatic Center, LLC, a Washington limited liability company (“Purchaser”). Purchaser and Seller agree as follows:

Section 1. Definitions. The following terms when used in this Agreement shall have the following meanings:

1.1 “Property” means an approximately 2.25-acre parcel situated on the southeast portion of the real property identified by the following abbreviated legal description: PULLMAN N1/2 31-15-45 TRACT A 4 AC IN S1/2 ON 30 ADJ SCHOOL 8-02/51989 638052, situated in Whitman County, Washington, which is depicted on Exhibit A, together with all improvements thereon. The Seller shall, at Seller’s expense, make application and seek subdivision of the real property commonly known as Whitman County Assessor Parcel Number 8-1500-00-00-00-0001 to legally create an approximately 2.25-acre parcel, substantially conforming to the depiction set forth on Exhibit A, attached hereto and incorporated herein. Seller shall also supply at its expense a preliminary and final survey and legal description of the Property substantially conforming to the depiction outlined on Exhibit A, all of which shall be subject to Purchaser’s review and written approval. Purchaser and Seller authorize the Title Company to substitute the final legal description of the Property, as approved by Purchaser in writing, into this Agreement and the statutory warranty deed after completion of the subdivision and before Closing.

1.2 “Title Company” means Pioneer Title Company, 840 SE Bishop Blvd. Suite 102, Pullman, Washington 99163 (509) 334-2210.

1.3 “Closing Agent” means Pioneer Title Company, 840 SE Bishop Blvd. Suite 102, Pullman, Washington 99163 (509) 334-2210.

Section 2. Agreement to Sell and Purchase. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property for the purchase price of One Million Two Hundred Thousand Dollars (\$1,200,000) on the terms and conditions specified in this Agreement.

Section 3. Payment. The purchase price is payable as follows: at Closing, Purchaser shall pay Seller through wire transfer the amount of One Million Two Hundred

Thousand Dollars \$1,200,000 (“Purchase Price”) to an account designated in writing by Seller. Seller shall provide such wire transfer instructions to Purchaser and the Closing Agent no later than two (2) calendar days prior to the Closing Date.

Section 4. Earnest Money. Purchaser shall, within seven (7) calendar days of the last signature on this Agreement, deliver to Closing Agent the amount of Fifteen Thousand Dollars (\$15,000) (“Earnest Money Deposit”). The Earnest Money Deposit shall be applied to the Purchase Price in full at Closing.

Section 5. Title and Title Insurance.

5.1 Title. At Closing, Seller shall deliver to Purchaser through the Closing Agent a statutory warranty deed to the Property, in the substance and form set forth in RCW § 64.04.030, conveying to Purchaser good and marketable title to the Property except for the Permitted Exceptions (defined below), and such other documents as are reasonably required to complete the Closing pursuant to this Agreement. Seller shall prepare the statutory warranty deed prior to Closing, which shall be subject to final written approval by Purchaser.

5.2 Preliminary Title Commitment. After mutual execution of this Agreement and after Purchaser’s receipt and written approval of a final survey and legal description of the Property pursuant to Section 1.1 of this Agreement, Seller (or Seller’s designee) shall obtain a preliminary commitment for an owner’s standard coverage policy of title insurance from the Title Company showing the condition of Seller’s title to the Property (“Title Commitment”), together with copies of all instruments which appear as conditions or exceptions to title. Seller shall provide a copy of the Title Commitment, together with copies of all instruments which appear as conditions or exceptions to title, to Purchaser within two (2) calendar days of Seller’s receipt of the Title Commitment. Before the end of the Feasibility Period described in Section 7.1 (“Title Review Period”), and within fifteen (15) calendar days of Purchaser’s receipt of the Title Commitment, Purchaser shall give written notice to Seller of any deficiency or title exceptions, covenants, conditions, or restrictions disclosed therein to which Purchaser objects, and Seller shall have the option of curing such deficiency or title exception, covenant, condition, or restriction. Seller shall have ten (10) calendar days after receipt of Purchaser’s written notice of objection to notify Purchaser in writing as to whether Seller will cure or remove such objection. If, after consultation with Purchaser, Seller is unwilling or unable to cure or remove any deficiency or title exceptions, covenants, conditions, or restrictions which are unacceptable to Purchaser, then Purchaser may elect to terminate this Agreement or waive such objection and proceed with the Closing. Purchaser shall provide Seller

written notice of Purchaser's election to terminate this Agreement within five (5) calendar days after receipt of Seller's response to Purchaser's objection or, if Seller fails to respond, within five (5) calendar days after the deadline for Seller's response. In the event that Purchaser waives its objection to any such matter, then such matter, together with all other exceptions and conditions disclosed in the Title Commitment to which Purchaser did not object or to which Purchaser waived its objection shall become a "Permitted Exception" for purposes of this Agreement. If Purchaser elects to terminate this Agreement by giving timely notice pursuant to this section, then all rights, liabilities, and obligations of the parties hereto shall terminate, except for those that are expressly stated to survive Closing, and the Earnest Money Deposit shall be returned to Purchaser.

5.3 Supplemental Title Matters. If there are any new or additional matters of title affecting the Property as shown in any updated or supplemental title report issued during the Title Review Period or after the expiration of the Title Review Period described above, Seller shall promptly provide Purchaser with copies of the updated or supplemental title report and any instruments described therein that were not previously provided to Purchaser ("Supplemental Title Matters"), and Purchaser shall have fifteen (15) calendar days from the date it receives written notice from the Title Company or Seller of any Supplemental Title Matters or until expiration of the Title Review Period, whichever is longer, to disapprove of any Supplemental Title Matters by written notice to Seller and Closing Agent specifying the Supplemental Title Matters which are disapproved by Purchaser. Seller shall have five (5) calendar days after receipt of Purchaser's written disapproval notice to give Purchaser written notice of: (a) Seller's elimination of or agreement to eliminate those disapproved matters, by obtaining title endorsements or otherwise, or (b) Seller's refusal to eliminate the disapproved matters. If Seller gives Purchaser written notice pursuant to clause (b), or if Seller fails to respond within Seller's five (5) calendar day period to respond, Purchaser shall have the option within five (5) calendar days after receipt of Seller's notice pursuant to clause (b) or Seller's failure to respond, as applicable, to terminate this Agreement by delivering written notice to Seller and Closing Agent. In the event no such notice is delivered, Purchaser shall be deemed to have accepted such Supplemental Title Matters as Permitted Exceptions. If Purchaser elects to terminate the Agreement by giving timely notice pursuant to this section, then all rights, liabilities and obligations of the parties hereto shall terminate, except for those that are expressly stated to survive closing, and the Earnest Money Deposit shall be returned to Purchaser.

5.4 Title Insurance. At Closing, Seller shall cause a standard coverage form of owner's title insurance policy to be issued by Title Company to Purchaser with

coverage in the amount of the Purchase Price insuring Purchaser's title, with and subject to no exceptions other than the Permitted Exceptions and the standard printed form of General Exceptions contained in such owner's policy. If title is not insurable as provided above and cannot be made so insurable by the date of Closing, then all rights, liabilities and obligations of the parties hereto shall terminate, except for those that are expressly stated to survive closing, and the Earnest Money Deposit shall be returned to Purchaser.

Section 6. Other Obligations of Seller.

6.1 Access to Property. Purchaser shall have the right, upon twenty-four (24) hours' written notice to Seller, to enter the Property at any time before Closing at its own risk and expense in order to make or cause to be made any and all inspections, tests, studies (including, without limitation, such inspections, tests, and studies requiring the taking of samples or otherwise disturbing the physical characteristics of the Property), analyses, or other inquiries (collectively "Purchaser Activities") with respect to the Property as Purchaser shall desire. Such Purchaser Activities may include, without limitation, Purchaser's determination of development costs, construction costs, zoning, comprehensive planning, soil structure, topography, drainage, access, availability of utilities, and financing costs and alternatives.

6.2 Possession. Purchaser shall be entitled to possession of the Property on Closing. Actions taken by or on behalf of Purchaser in accordance with Section 6.1 shall not be deemed a taking of possession by Purchaser.

Section 7. Contingencies.

7.1 Purchaser Contingencies. Purchaser's obligation to close this transaction shall be contingent upon satisfaction of the following contingencies, each of which shall conclusively be considered not met, unless Purchaser provides Seller written notice confirming they are met or waived ("Notice of Contingency Waiver"), **within thirty (30) calendar days of Purchaser's receipt of the Title Commitment, or such later date as the parties may mutually agree in writing** ("Contingency Waiver Deadline" or "Feasibility Period"):

Inspection. Purchaser's inspection and satisfaction, in Purchaser's sole discretion, of (i) the physical condition and attributes of the Property; (ii) the Property's suitability for Purchaser's intended use; (iii) the physical, legal, and financial feasibility of Purchaser's plans for the Property, and (iv) the

availability of adequate financing to complete Purchaser's intended project on the Property on terms satisfactory to Purchaser in its sole discretion.

If Purchaser does not deliver to Seller the Notice of Contingency Waiver by the Contingency Waiver Deadline, this Agreement and all rights, liabilities and obligations of the parties hereto shall terminate, except for those that are expressly stated to survive closing, and the Earnest Money Deposit shall be returned to Purchaser.

7.2 Seller's Contingencies.

Board Approval. This Agreement is conditioned upon approval by the Seller's Board of Directors.

Section 8. Closing.

8.1 Subdivision as Closing Condition. As an express condition precedent to Purchaser's obligation to purchase the Property and Seller's obligation to sell the Property, Seller shall complete the subdivision to segregate the approximately 2.25-acre parcel which is the Property into its own legal parcel (the "Subdivision Closing Condition"). Seller shall utilize reasonable efforts to complete the subdivision. If the subdivision cannot be completed prior to the Closing Date (defined below), then absent execution of a separate extension agreement by Seller and Purchaser, this Agreement and all rights, liabilities and obligations of the parties hereto shall terminate, except for those that are expressly stated to survive Closing, and the Earnest Money Deposit shall be returned to Purchaser.

8.2 Use of Pool. The parties agree to cooperate in good faith to draft and execute an agreement permitting the Seller to continue using the pool located on the Property after Closing. The parties agree to execute such agreement prior to the Closing Date; provided, however, the parties acknowledge and agree that execution of such agreement is contingent upon execution of a separate agreement between Purchaser and the City of Pullman related to the City of Pullman's operation of the pool located on the Property through December 31, 2025. If the agreement cannot be completed prior to the Closing Date (defined below), then absent execution of a separate extension agreement by Seller and Purchaser, this Agreement and all rights, liabilities and obligations of the parties hereto shall terminate, except for those that are expressly stated to survive Closing, and the Earnest Money Deposit shall be returned to Purchaser.

8.3 Closing. The sale and purchase of the Property shall be closed (“Closing”) by the Closing Agent on a date mutually acceptable to Purchaser and Seller (“Closing Date”), which date shall, in any event, not be later than **fifteen (15) calendar days after expiration of the Feasibility Period**. If, for any reason, the sale is not consummated by the Closing Date for any reason other than default of Purchaser or Seller, then absent execution of a separate extension agreement by Seller and Purchaser, this Agreement and all rights, liabilities and obligations of the parties hereto shall terminate, except for those that are expressly stated to survive closing, and the Earnest Money Deposit shall be returned to Purchaser.

8.4 Proration of Taxes, Rents, Etc. Taxes for the current year, water, and other utilities related to the Property shall be prorated as of Closing.

8.5 Closing Costs.

(a) Purchaser shall pay (i) its half of Closing Agent’s escrow fee, (ii) the recording fee for the statutory warranty deed conveying the Property, and (iii) the cost of any extended title coverage or endorsements.

(b) Seller shall pay (i) its half of Closing Agent’s escrow fee, (ii) the premium for the standard title policy, (iii) applicable State of Washington excise tax upon the conveyance of the Property.

(c) Purchaser and Seller shall each pay their own attorneys’, accountants’, and other professional fees.

8.6 Duties of Closing Agent at Closing. When all funds and documents have been deposited with the Closing Agent, including Purchaser’s payment of the Purchase Price through wire transfer, the Closing Agent shall complete the transfer of the Property and shall distribute funds and documents in accordance with this Agreement and written instructions provided by the parties.

Section 9. Condition of Property.

PURCHASER IS PURCHASING THE PROPERTY “AS IS WHERE IS” IN ITS PRESENT CONDITION. PURCHASER HAS OR PRIOR TO CLOSING WILL HAVE THE OPPORTUNITY TO INSPECT THE PROPERTY. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO, HEREBY DISCLAIMS AND SHALL HAVE NO LIABILITY FOR: (A) THE CONDITION OF THE PROPERTY OR ANY BUILDINGS, STRUCTURE

OR IMPROVEMENTS THEREON OR THE SUITABILITY OF THE PROPERTY FOR HABITATION OR FOR PURCHASER'S INTENDED USE; (B) ANY APPLICABLE BUILDING, ZONING OR FIRE LAWS OR REGULATIONS OR WITH RESPECT TO COMPLIANCE THEREWITH OR WITH RESPECT TO THE EXISTENCE OF OR COMPLIANCE WITH ANY REQUIRED PERMITS, IF ANY, OF ANY GOVERNMENTAL AGENCY; (C) THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER OR UTILITIES, ANY RIGHTS THERETO, OR ANY WATER, SEWER OR UTILITY DISTRICTS; (D) ACCESS TO ANY PUBLIC OR PRIVATE SANITARY SEWER OR DRAINAGE SYSTEM; OR (E) THE PRESENCE OF ANY HAZARDOUS SUBSTANCES AT THE PROPERTY OR IN ANY IMPROVEMENTS ON THE PROPERTY, INCLUDING WITHOUT LIMITATION ASBESTOS OR UREA-FORMALDEHYDE, OR THE PRESENCE OF ANY ENVIRONMENTALLY HAZARDOUS WASTES OR MATERIALS ON OR UNDER THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SHALL HAVE NO LIABILITY WITH RESPECT TO THE CONDITION OF THE PROPERTY UNDER COMMON LAW, OR ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, INCLUDING BUT NOT LIMITED TO THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980 AS AMENDED, 42 U.S.C.A. SECTIONS 9601 ET SEQ., OR APPLICABLE WASHINGTON LAW, AND PURCHASER HEREBY RELEASES AND WAIVES ANY AND ALL CLAIMS WHICH THE PURCHASER HAS OR MAY HAVE AGAINST THE SELLER WITH RESPECT TO THE CONDITION OF THE PROPERTY. PURCHASER ACKNOWLEDGES THAT PURCHASER IS GIVEN THE OPPORTUNITY UNDER THIS AGREEMENT TO FULLY INSPECT THE PROPERTY AND PURCHASER ASSUMES THE RESPONSIBILITY AND RISKS OF ALL DEFECTS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUCH DEFECTS AND CONDITIONS, IF ANY, THAT CANNOT BE OBSERVED BY CASUAL INSPECTION.

Section 10. Risk of Loss. Seller shall deliver the Property to Purchaser at Closing in the same condition existing as of the date of this Agreement. Risk of loss or damage to the Property by condemnation or eminent domain proceedings (or deed in lieu thereof), or by fire or any other casualty on or before Closing will be on Seller and, thereafter, will be on Purchaser.

Section 11. Brokerage Commissions. Seller and Purchaser represent that there are no individuals or entities entitled to brokerage commissions or finder's fees in connection with this transaction and that if any claims for brokerage commissions or finder's fees or like payments arise out of or in connection with this transaction, all such claims and

costs including reasonable attorney's fees shall be defended by, and if sustained, paid by, the party whose alleged actions or commitment form the basis of such claims.

Section 12. Defaults. Time is of the essence. If Seller fails to fully perform its obligations under this Agreement, after Purchaser provides seven (7) calendar days' written notice and opportunity to cure, Purchaser may elect to terminate this Agreement and the Earnest Money Deposit shall be returned to Purchaser. In the event Purchaser defaults in its obligations under this Agreement, prior to Closing, Seller's sole remedy shall be to terminate this Agreement by written notice delivered to Purchaser and receive and retain the Earnest Money Deposit as liquidated damages.

Section 13. Miscellaneous.

13.1 Waiver. Waiver by either party of any covenant, condition, or provision of this Agreement shall not operate as or be considered to be a waiver by such party of any other covenant, condition, or provision hereof, or of any subsequent breach of either party.

13.2 Entire Agreement. This Agreement and the exhibits attached hereto set forth the entire Agreement between Seller and Purchaser relating to the transaction contemplated hereby. No modification or amendment of this Agreement shall be valid unless the same is in writing and signed by each of the parties hereto.

13.3 Notices. All notices, demands or other communications which are required or permitted to be given under this Agreement shall be in writing. Such communications shall be deemed received: (a) immediately if hand-delivered or e-mailed to an operable e-mail address listed below the signatures on this Agreement with receipt confirmed; or (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below the signatures on this Agreement, or at such other addresses as either party may give to the other by notice in writing pursuant to the terms of this section.

13.4 Additional Acts. Seller and Purchaser hereby agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at Closing or thereafter, any and all such further acts, documents and assurances as Purchaser or Seller, as the case may be, may reasonably require to consummate the transaction contemplated hereby.

13.5 Applicable Law/Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington. In the event this

Agreement is in conflict with the provisions of any laws or statutes governing the subject matter hereof, such laws or statutes only to the extent of such conflict shall be controlling. The venue of any action brought to interpret or enforce any provision of this Agreement shall be laid in Whitman County.

13.6 Assignment. Purchaser may not assign this Agreement.

13.7 Seller Disclosure Statement. The Property is agreed to be commercial real estate for purposes of Chapter 60.06 RCW. Pursuant to RCW 64.06.010(7), Purchaser expressly waives the right to receive a seller disclosure statement.

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

13.9 Counterpart Signatures. This Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.

13.10 Electronic Delivery. Electronic delivery of documents (e.g., email) including signed offers or counteroffers and notices shall be legally sufficient to bind the party the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will replace electronically delivered offers or counteroffers with original documents.

13.11 Unconditional Termination Right. Notwithstanding anything to the contrary in this Agreement, Purchaser shall have the unconditional right, in its sole discretion, to terminate this Agreement at any time prior to the Closing Date by delivering written notice of termination to Seller and the Closing Agent. In the event of such termination, neither Party shall have any further rights or obligations hereunder. Upon such termination, the Earnest Money Deposit shall be paid to Seller, and such payment shall constitute Seller's sole and exclusive remedy for such termination.

Section 14. Right of First Refusal to Purchase Real Property.

(a) Effective upon Closing, Purchaser hereby grants to Seller a right of first refusal ("Right of First Refusal") to purchase the Property on the terms and conditions set forth below.

(b) If, at any time following the Closing, Purchaser receives and desires to accept a bona fide offer from a third party to purchase the Property, Purchaser shall first deliver to Seller a written notice of such offer (the “Offer”), including a copy of the proposed purchase and sale agreement reflecting all material terms. Within fourteen (14) calendar days after receipt of the Offer, Seller may elect to exercise the Right of First Refusal by delivering written notice to Purchaser indicating its intent to purchase the Property on the same terms and conditions as set forth in the Offer (“Offer Terms”). Such notice must be personally delivered or sent by registered or certified mail, return receipt requested, and received by Purchaser within said fourteen (14)-day period.

(c) If Seller does not timely exercise the Right of First Refusal, Purchaser may proceed to sell the Property to the third party on terms and conditions substantially similar to the Offer Terms. A purchase price that differs by not more than five percent (5%) from the Offer Terms shall be deemed substantially similar. If the sale to the third party fails to close, Seller’s Right of First Refusal shall remain in full force and effect with respect to any subsequent offers.

(d) If Seller exercises the Right of First Refusal, Purchaser and Seller shall enter into a mutually acceptable purchase and sale agreement reflecting the Offer Terms within sixty (60) calendar days after Seller’s notice of exercise. If Seller fails to enter into such agreement timely or fails to close the transaction (except due to a material default by Purchaser), the Right of First Refusal shall immediately and automatically terminate, and Purchaser may thereafter sell the Property on any terms it deems appropriate.

(e) This Right of First Refusal shall apply to Purchaser’s proposed sale of the Property and shall be personal to Seller; it may not be assigned or transferred to any other person or entity; provided, however, this Section 14 shall not prevent Purchaser from transferring or selling the Property to its parent company or any of its parent company’s affiliates or subsidiaries. This Right of First Refusal shall terminate upon the earlier of (i) Seller’s acquisition of the Property, or (ii) the fifth (5th) anniversary of the Closing Date, unless earlier terminated pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date of last signature below.

SELLER:

PURCHASER:

Pullman School District No. 267

Schweitzer Aquatic Center, LLC

By: _____
Dr. Robert Maxwell

By: _____
Title: _____

Date: _____

Date: _____

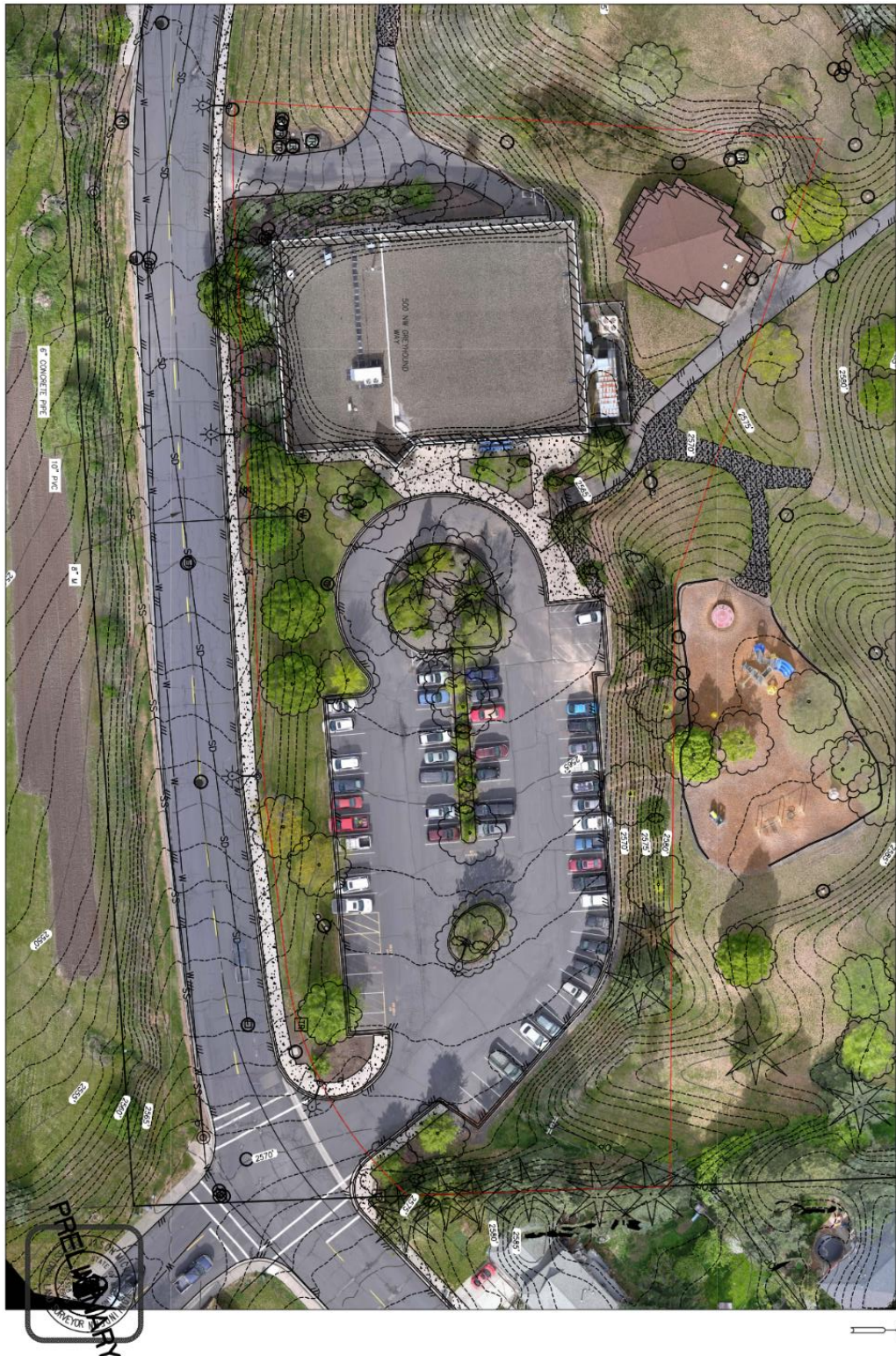
Address: Attn: Superintendent
240 SE Dexter Street
Pullman, Washington
99163
(509) 332-3581

Email: rmaxwell@psd267.org

Address: Attn: Vice President of
Property
2350 NE Hopkins Court
Pullman, Washington 99163
(509) 332-1890

Email: Sel_property_management@selinc.com

Exhibit A
Depiction of Approximately 2.25-Acre Parcel
(Boundary shown in red)



Coversheet

Resolution 24-25:12 Sale of Surplus Real Property

Section: II. Discussion Items

Item: B. Resolution 24-25:12 Sale of Surplus Real Property

Purpose:

Submitted by:

Related Material:

Board Meeting Exec Summary 6-30-25 Purchase and Sale Agreement Resolution PDF.pdf

Pullman Board Resolution for Sale of Surplus Real Property.pdf



To Ensure Learning While Challenging and Supporting Each Student to Achieve Full Potential

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Resolution 24-25:12 - Sale of Surplus Real Property

Executive Summary

June 30, 2025

By: Juston Pollestad

Executive Director of Operations

Background:

The Pullman School District has owned the 2.25-acre parcel of property that includes the Pullman Aquatic Center since 1970. Over time, the District has determined that this property is no longer necessary for current or future educational purposes. In accordance with Pullman School District Policy 6882, which outlines the procedures for disposing of real property deemed surplus, the District has initiated the process to formally transfer ownership. This includes declaring the property surplus and securing board approval prior to finalizing the sale. Following approval of Resolution No. 24-25:12 by the Board of Directors, the 2.25-acre parcel—including the Pullman Aquatic Center—will be sold to Schweitzer Engineering Laboratories, Inc. (SEL) under the terms outlined in the Purchase and Sale Agreement.

Recommended Board Action:

Approve Resolution No. 24-25:12, declaring as surplus the 2.25-acre parcel of real property known as the Pullman Aquatic Center and authorizing its sale in accordance with the terms and conditions outlined in the Purchase and Sale Agreement with Schweitzer Engineering Laboratories, Inc.

Motion to Approve

I move that the Board of Directors approve Resolution No. 24-25:12, declaring as surplus and authorizing the sale of approximately 2.25 acres of real property known as the Pullman Aquatic Center, and further authorize the Superintendent to execute all documents necessary to complete the transaction in accordance with the terms of the approved Purchase and Sale Agreement.

☐ Approved

☐ Not Approved

Date: _____

Board Secretary Signature: _____

**PULLMAN SCHOOL DISTRICT NO. 267
BOARD RESOLUTION NO. 24-25:12**

RESOLUTION FOR THE SALE OF SURPLUS REAL PROPERTY

(PULLMAN AQUATIC CENTER)

WHEREAS, Pullman School District No. 267, Whitman County, Washington (“District”), is a public school district duly organized and existing under and by virtue of the Constitution and laws of the State of Washington;

WHEREAS, the Board of Directors of the District (“Board”) has declared that the following described real property located in Whitman County is no longer required for school district purposes and is surplus:

An approximately 2.25-acre parcel situated on the southeast portion of the real property identified by the following abbreviated legal description:

PULLMAN N1/2 31-15-45 TRACT A 4 AC IN S1/2 ON 30 ADJ SCHOOL 8-02/51989 638052

Whitman County Assessor Parcel No.: 8-1500-00-00-00-0001

(the “Property”);

WHEREAS, the Board has the authority to sell the Property;

WHEREAS, Schweitzer Aquatic Center, LLC has offered to purchase the Property pursuant to the terms and conditions set forth in the attached Real Estate Purchase and Sale Agreement; and

WHEREAS, the Board has determined that the sale of the Property under those terms and conditions set forth in the attached Real Estate Purchase and Sale Agreement is in the best interest of the District;

NOW, THEREFORE, be it resolved by the Board of Directors of Pullman School District No. 267 as follows:

1. The offer from Schweitzer Aquatic Center, LLC to purchase the Property under the terms and conditions of the attached Real Estate Purchase and Sale Agreement is hereby accepted and approved.
2. The Board hereby authorizes and directs Dr. Robert Maxwell, Superintendent, to execute the attached Real Estate Purchase and Sale Agreement and all related documents necessary to complete the transaction, and to take all actions required to finalize said transaction on behalf of the District.

RESOLUTION adopted this 30th day of June, 2025.

BOARD OF DIRECTORS:

, Board President

, Board Vice-President

, Board Member

, Board Member

, Board Member

ATTEST:

Dr. Robert Maxwell, Board Secretary

Coversheet

Short-Term Interlocal Agreement between the City of Pullman and Pullman School District

Section: II. Discussion Items
Item: C. Short-Term Interlocal Agreement between the City of Pullman and
Pullman School District
Purpose:
Submitted by:
Related Material: Board Meeting Exec Summary 6-30-25 Short Term Interlocal PDF.pdf
Short-Term Interlocal City and PSD Properties 6-30-25.pdf



To Ensure Learning While Challenging and Supporting Each Student to Achieve Full Potential

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Short-Term Interlocal Agreement between City of Pullman and PSD

Executive Summary

June 30, 2025

By: Juston Pollestad

Executive Director of Operations

Background:

The existing Interlocal Agreement between the Pullman School District and the City of Pullman is set to expire on August 31, 2025. To ensure a smooth transition and continued operations of the Pullman Aquatic Center, the City and the District have collaborated to establish a short-term Interlocal Agreement. This interim agreement will extend the partnership from September 1, 2025, through December 31, 2025.

Recommended Board Action:

Approve the Pullman School District Short-Term Interlocal agreement from 9/1/2025 to 12/31/2025.

Motion to Approve

I move that the Board approve the Short-Term Interlocal Agreement from 9/1/2025 to 12/31/2025 between Pullman School District and City of Pullman.

☐ Approved

☐ Not Approved

Date: _____

Board Secretary Signature: _____

Return to:
 City of Pullman
 Attention: City Clerk
 190 SE Crestview Pullman, WA 99163

Document Title: AN INTERLOCAL AGREEMENT RELATING TO THE SHARING OF CERTAIN PROPERTY BY PULLMAN SCHOOL DISTRICT NO. 267 AND THE CITY OF PULLMAN (RCW Chapter 39.34)

Refence Number(s) of Related Documents: None

Grantor/Grantee: Pullman School District No. 267, a municipal corporation of the state of Washington

Grantor/Grantee: City of Pullman, a municipal corporation of the state of Washington

1. Legal Description: N/A

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN

**AN INTERLOCAL AGREEMENT RELATING TO THE SHARING OF CERTAIN
 PROPERTY BY PULLMAN SCHOOL DISTRICT NO. 267 AND
 THE CITY OF PULLMAN (RCW CHAPTER 39.34)**

THIS AGREEMENT is between the CITY OF PULLMAN, a municipal corporation of the state of Washington (hereinafter referred to as the "City"), and PULLMAN SCHOOL DISTRICT NO. 267, a municipal corporation of the state of Washington (hereinafter referred to as

the "School District"), and is entered into pursuant to the Washington Interlocal Cooperation Act, RCW chapter 39.34.

The City and the School District wish to further their cooperation in the joint use of City-owned property ("City Properties") and School District-owned property ("School District Properties" identified in Schedules A, B and C("Joint-Use Properties")), to facilitate community access and accomplish programs for their respective benefit. This Agreement constitutes the entire agreement of the parties, and supersedes all prior agreements, contracts, and understandings, written or oral.

This Agreement recognizes that School District facilities are primarily for School District use and that City facilities are primarily for City use.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS TO BE KEPT AND PERFORMED BY THE PARTIES HERETO, IT IS AGREED AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is to enable the parties to make the most efficient use of their property for the benefit of community access by setting forth terms and conditions of continuing use applicable to all property involving joint use by the City and the School District. These provisions apply to all joint-use and jointly operated property, identified in the attached Schedules A (School-Owned Facilities), B (City-Owned or Leased Facilities), and C (Jointly-Operated Facilities). However, the specific terms and conditions unique to the properties set forth in sections 6 and 7 shall take precedence over all other conflicting provisions in this Agreement.

2. ADMINISTRATION

No new separate legal or administrative entity is created to administer this Agreement. Representatives of the City's Public Services Department and the School District administration shall meet no less than once per quarter, or as required, in order to review the activities under this Agreement and to make recommendations, if necessary, to the City Council and to the School District Board of Directors for the succeeding period and at such other times as the parties deem necessary to provide for the administration of this Agreement. No separate budget or financing method is created by this Agreement. The parties do not anticipate acquiring jointly-owned personal or real property under this Agreement. Any personal property of a party used in the performance of this Agreement in the possession of the other party shall be returned to the owner promptly upon completion of each requested task that utilized the property.

3. MAINTENANCE AND CAPITAL

Each party to this Agreement shall be responsible for maintaining its joint-use property, real or personal, except as hereafter provided. Any party contemplating capital improvements to the other party's property or facilities, shall obtain advance written approval from the other party before the capital expenditure is made with such approval to include terms and conditions as deemed appropriate by both parties.

4. TERM

The term of this Agreement shall be from the September 1, 2025 through December 31, 2025

5. AGREEMENT AS TO USE OF JOINT-USE PROPERTIES

5.1 The Joint-Use Properties subject to this Agreement are identified in Schedules A, B, and C attached hereto and incorporated herein.

5.2 The School District Properties includes public school buildings, athletic and play fields, and such other facilities and property identified from time to time by the School District and included in Schedule A.

5.3 The City Properties include parks, athletic and play fields, tennis courts, restrooms, and such other facilities and property identified from time to time by the City and included in Schedule B.

5.4 Except as otherwise provided herein, no rental or expenses shall be charged to a party for the use of any Joint-Use Properties.

5.5 The City and the School District shall maintain property liability insurance for losses due to use on property each owns and for activities conducted by the party on properties identified in Schedules A and B as it currently exists and is hereinafter amended.

5.6 The City shall supervise all programs and activities it conducts on School District Properties and shall, at the end of any session of use, return all items used to their normal storage areas.

5.7 The School District shall supervise all programs and activities it conducts on City Properties and shall, at the end of any session of use, return all items used to their normal storage areas.

5.8 All requests for the use of Joint-Use Properties shall be made no less than 60 days prior to the event or activity requiring the use of the other party's property. The parties will use their best efforts to coordinate and commit to firm

schedule requirements in order to accommodate the needs of each other, consistent with the needs and programs of each. Complete schedules will be kept as well as future projections of use as are reasonably practical.

5.9 The City and School District shall exchange requests for use of property and facilities covered by the Agreement with the appropriate facility contacts. The City and School District shall designate these facility contacts for each location as set forth in Schedule D. The schedule shall be finalized no later than ten (10) calendar days following the request for approval. Except for cancellations or rescheduled events, parties shall not advertise activities at the other party's property without confirmed scheduling approval.

5.10 Each party shall have priority for its own activities or its own property. However, once scheduling is completed, except in exceptional circumstances, the City and the School District shall give priority to the previously approved schedule. Use of Joint-Use Properties will otherwise be on first-come, first-served basis.

5.11 Should any scheduled use of the joint-use property be canceled, the party canceling shall promptly notify the other party.

6. MILITARY HILL PARK AND ROWLAND LIONS ATHLETIC COMPLEX

The Military Hill Park and Rowland Lions Athletic Complex shall be jointly maintained. Equipment needs and maintenance responsibilities will be reviewed at least annually by the School District Activities Director and Director of Operations and the City's Parks and Facilities Director or Parks Manager or assigns as per Schedule D.

7. SUNNYSIDE GYMNASIUM

7.1 Background. The Sunnyside Gymnasium is the result of joint City and School District funding to provide an enlarged gymnasium to accommodate the combined programs of the City and the School District.

7.2 Survival. The terms and conditions of this Section 7 shall survive the termination of this Agreement and shall remain in effect during the useful life of the gymnasium.

7.3 The scheduling requirements contained in paragraph 5.8-5.10 are modified as follows for purposes of use and scheduling of Sunnyside Gymnasium. The gymnasium shall be made available to the City upon the following terms and conditions:

7.3.1 The School District shall have use of the gymnasium until school ends on school days scheduled Monday through Friday. The School District shall be allowed a reasonable period (normally approximately 15 minutes) to remove volleyball nets or other equipment before the gymnasium is available for City use.

7.3.2 The City shall have use of the gymnasium subject to School District maintenance after school-on-school days, anytime Saturday or Sunday, on school holidays, or during school vacations.

7.3.3 Should mutual written agreement not be reached on scheduling resulting in both parties desiring to use the gymnasium at the same time, then parties will alternate use for each timed scheduled activity. The School District has the first use in this Agreement. Once this provision is utilized the next use will revert to the City. Declaration of use in this section must be made in writing or electronically by the executing party to the School District Activities Director and Director

of Operations and the City's Public Services Director and Parks Manager or assigns.

7.3.4 All requests for use of the gymnasium after school Monday through Friday or Saturday or Sunday by third-party groups sponsored by the School District or the City shall be made to the City and will only be authorized after approval by the City and the School District.

7.3.5 The City shall supervise all of its programs and activities conducted in the gymnasium.

7.3.6 The City and the School District shall return all equipment and supplies to the proper storage areas after use of the gymnasium.

7.3.7 The City and the School District shall each pay 50% of the cost of painting, improvements, alterations, repairs, or replacements that are mutually approved in writing.

7.3.8 Except as provided, the School District shall be solely responsible for the maintenance of the gymnasium, at no cost to the City.

7.3.9 Each party shall be responsible for damages incurred by their respective programs.

8. RIGHTS NOT ASSIGNABLE

Neither party shall assign any rights hereunder to any other person or entity - governmental or otherwise, without the prior written approval of the other party.

9. EFFECTIVE DATE AND FILING REQUIREMENTS

Following the execution of this Agreement by the parties, and in compliance with RCW 39.34.040, the Agreement shall be filed with

the county auditor or, alternatively, listed by subject on each party's website or other electronically retrievable public source before the Agreement enters into force.

10. HOLD HARMLESS

Each party hereby covenants and agrees to hold the other party harmless from any liability of any nature whatsoever arising out of injury to persons or property as a result of its own activities under this Agreement.

11. ENTIRE AGREEMENT

This Agreement embodies the entire Agreement between the City and the School District regarding the subjects herein. No alteration or variation of terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. Oral understanding or agreements not incorporated herein shall not be binding.

12. NOTICES

All notices to be given under this Agreement shall be given as follows:

12.1 Notice to the City:

City of Pullman
Attention: City Administrator
190 SE Crestview Street
Building A
Pullman, WA 99163

12.2 Notice to the School District:

Pullman School District No. 267
Attention: Superintendent
240 SE Dexter Street
Pullman, WA 99163

13. APPROVALS

13.1 The City Council of the City by resolution adopted at its meeting held, has approved and authorized the terms of this Agreement on _____, 2025.

13.2 The Board of Directors of School District, by motion passed at its meeting held, has approved and authorized the terms of this Agreement on _____, 2025.

14. INTERPRETATION AND ATTORNEY FEES AND COSTS

This agreement shall be deemed and construed to have been prepared mutually and any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorneys' fees and costs, whether incurred in a court of law or otherwise.

CITY OF PULLMAN,
a municipal corporation of the
State of Washington

By _____
Mayor

ATTEST:

Director of Finance and
Administrative Services

PULLMAN SCHOOL DISTRICT NO. 267,
a municipal corporation of the
State of Washington

By _____
Board Chairperson

ATTEST:

Secretary of the Board

Date: _____

Date: _____

DRAFT

Schedule A

CITY/SCHOOL FACILITY COMPARISON & NEEDS

School Facility	Description	Season/Dates for City Use	City Needs/Requests
Jefferson	Gymnasium	Winter	M-Th 5:30-6:30pm
	Playfield	Fall	M-Th 4:15-6:15pm
Kamiak	Gymnasium	Winter	M-Th 5:30-6:30pm
	Playfield	Fall	M-Th 4:15-6:15pm
Franklin	Gymnasium	Winter	M-Th 5:30-6:30pm
Lincoln	Soccer Playfield	Fall/Spring	M-F 3:00-6:30pm; Sat 8:00-12:30pm
	Soccer Playfield	Summer	M-Th 6:00-7:00pm
	Football Playfield	Summer	M-Th 6:00-7:00pm
	Aux Gym	Winter	M-Th 5:15-6:45pm Sat 8:30-12:30pm
Pullman High	Softball Fields	Late Spring/Summer	M-F 6:00-8:00pm
	Auditorium	Summer	Single Week of Use
Sunnyside	Playfield	Fall/Spring/Summer	Daily Use

Schedule B

CITY/SCHOOL FACILITY COMPARISON & NEEDS			
Facility	Description	Season/rates/Times for School	School Needs/Requests
Garden Plots	Sunnyside Park	Unknown	Unknown
Playfields	Bowman	Unknown	Unknown
	Krugel	Unknown	Unknown
	McGee	Unknown	Unknown
	Sunnyside	Unknown	Unknown
	Thatuna	Unknown	Unknown
Parks	Wiley	Unknown	Unknown
	Kruegel Park	Unknown	Unknown
	Lawson Gardens	Unknown	Unknown
	McGee	Unknown	Unknown
	Reaney	Unknown	Unknown
	Sunnyside	Unknown	Unknown
	Terre View	Unknown	Unknown
Pool	Outdoor - Reaney Park	Unknown	Unknown
Tennis Courts	Sunny side Park	Unknown	Unknown
	Kruegel Park	Unknown	Unknown

DK

Schedule C

CITY/SCHOOL FACILITY COMPARISON & NEEDS						
Facility	City Schedule	PSD Schedule	City Maintained	PSD Maintained	City Capital	PSD Capital
Military Hill Park	Yes		Yes		Yes	
Quann	Yes	Yes	Yes	Yes		
Small Football Field	Yes	Yes	Yes			
Upper Quann	Yes	Yes	Yes			
Military Hill Tennis Cts	Yes	Yes	Yes	Yes	Yes	Yes
Pullman Aquatic Center	Yes	Yes	Yes	Yes	Yes	Yes
Sunnyside Gymnasium	Yes	Yes		Yes	Yes	Yes

Aquatic Center Operations and Cost-Sharing Agreement

1. **Automatic Removal from Schedule C.** The parties agree that the Indoor – PAC facility shall be automatically removed from Schedule C upon the School District's transfer of said facility to a third party by deed on the closing date.
2. **Operation and Maintenance.** The City agrees to operate and maintain the Aquatic Center through December 31, 2025, or until such time as the facility is transferred by the School District to a third party by deed on the closing date, whichever occurs first.
3. **Consideration and Payment.** In consideration of the City's operation of the Aquatic Center and its availability for use by the School District as set forth herein, the School District shall remit monthly payments to the City in the amount of Seven Thousand Nine Hundred Seventy-Four and 62/100 Dollars (\$7,974.62), beginning on September 1, 2025, and continuing through December 2025, or until such time as the facility is transferred as described above, whichever occurs first.
4. **Budgeting and Financial Performance.** The City shall be solely responsible for the preparation and administration of the Aquatic Center's operational budget and shall keep the School District reasonably informed as to the financial performance of the facility.
5. **Repair and Maintenance Costs.** The City and the School District agree to share equally all costs and expenditures related to the repair, replacement, and maintenance of the Aquatic Center, including but not limited to those affecting the premises, improvements, and appurtenances. The City shall include anticipated repairs and replacements in its annual budgeting process and shall confer with the School District prior to incurring such expenditures. The School District agrees to remit its share of such costs within thirty (30) days of receiving an invoice from the City.
6. **Scheduling and Use.** From September 1, 2025, through December 31, 2025, the City shall consult with the School District regarding the scheduling of pool activities. The City

shall have priority in scheduling public swim periods. Both parties shall cooperate in good faith to coordinate scheduling in a manner that reasonably accommodates each party's desired use of the facility.

Schedule D

TBD