



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, November 10, 2020 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. PRESENTATION

A. Fife and Puyallup School Districts

3. PUBLIC HEARINGS

A. **AB20-052**, Preliminary 2021 Budget

B. **AB20-053**, Proposed 2021 Property Tax Levy

4. AUDIENCE COMMENT

5. MAYOR'S REPORT

6. CONSENT AGENDA: *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*

The following items are presented for Council approval:

A. Regular City Council Meeting Minutes of October 27, 2020

B. Study Session Meeting Minutes of November 3, 2020

C. **AB20-054**, a motion approving November 2020 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust; and IRS 941 in the amount of \$167,517.11; and Vendor Check Numbers 24613 through 24633 with EFT and Direct Pay Payments in the amount of \$172,094.56. Total distributions submitted for review and authorization in the amount of \$339,611.67.

D. **AB20-0533**, motion approving Resolution No. 20-0533 - Right-of-Way Acquisition, 24th & Meridian Sidewalks

E. **AB20-0534**, a motion approving Resolution No. 20-0534 - Structure Demolition Contract - 3703 Chrisella Road E.

F. **AB20-0535**, authorizing approval of membership application and payment of annual membership dues in the amount of \$1,563 to the National League of Cities for fiscal year 2020/2021

7. COUNCIL BUSINESS

A. **AB20-0588**, a motion adopting Ordinance No. 20-0588 - setting the Property Tax Levy for Fiscal Year 2021

8. COUNCIL COMMENTS

9. EXECUTIVE SESSION

A. City Council will hold an executive session pursuant to RCW 42.30.110.(1)(i) regarding potential litigation that will last approximately 15 minutes with no action to follow

This meeting is accessible to persons with disabilities. For individuals who may require special accommodations, please contact City Hall at (253) 952.3299, 24 hours in advance.

10. ADJOURN

This meeting is accessible to persons with disabilities. For individuals who may require special accommodations, please contact City Hall at (253) 952.3299, 24 hours in advance.



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-052 , Preliminary 2021 Budget	Agenda Item #: AB20-052
	For Agenda of: 11/10/2020
	Prepared by: Dave Gray
Attachments (list):	
Approval of Materials: Dave Gray Rachel Pitzel 11/5/2020 Dave Gray 11/5/2020 Daryl Eidingen 11/5/2020	Expenditure Required: N/A-Public Hearing Amount Budgeted: Timeline: 11/10/2020 RCM - Public Hearing - 1st Reading 11/17/2020 SS - Revisions from 1st Public Hearing 11/24/2020 RCM - Public Hearing - 2nd Reading 12/1/2020 SS - Revisions (if needed) from 2nd Public Hearing 12/8/2020 RCM - Action Item

Summary Statement:

First Reading of the Proposed 2021 Budget Draft

Item History:

Recommended Action:

Public Hearing Only to receive public comment on the proposed Preliminary 2021 Budget

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-053 , Proposed 2021 Property Tax Levy	Agenda Item #: 3.B
	For Agenda of: 11/10/2020
	Prepared by: Dave Gray
Attachments (list): 1. Ord No. 20-0588 2021 Property Tax Levy 2. 2021 Levy Certification Nov Submission	
Approval of Materials: Dave Gray Rachel Pitzel 11/5/2020 Dave Gray 11/5/2020 Daryl Eidinger 11/5/2020	Expenditure Required: N/A Amount Budgeted: \$1,999,795.18 Timeline: RCM - Public Hearing 11/07/2020 RCM - Council Business Action 11/07/2020

Summary Statement:

Annually the City Council considers setting the property tax levy (a fixed dollar amount to be collected) for the coming fiscal year. 2020 valuations will be collected in 2021 at a millage rate set after a public hearing, generally on the same night. By law (RCW 85.55.005), the City is restricted as to how much the increase, without a vote of the public, can be. That restriction is generally held to 1% of the previous total property tax collection from the prior year. The actual test is two tiered and a bit more complex, as outlined in the RCW 85.55.005) In 2021 the increase is less than one percent (1%) because of the Implicit Price Deflator, refunds, the addition of new construction values to the tax roll and the increase valuation of state land, that affect the test for the current year. In addition to the regular levy, the City receives property tax revenue in 2021 generated from 2020 New Construction.

Item History:

11/07/2020 Budget Retreat

11/10/2020 Regular Council Meeting Public Hearing & Council Action

Recommended Action:

Public Hearing Only to receive public comment on the proposed **AB20-053**, Proposed 2021 Property Tax Levy

Fiscal Note/Consideration:

The 2021 Property Tax Levy, the 1st leg of the City's three leg sustained revenue stream, is set at \$1,880,666.10. This is an increase of \$9,676.13 over the 2020 Levy of \$1,870,989.97. The increase represents a percentage increase of .517166% (less than 1%). For a property value of \$375,000 the increase

represents a higher property tax bill of about \$1.94 for the year ($\$375,000/1000 \times .00517166$). The fiscal budget shows a total estimate for property tax collection in 2021 of \$1,999,795.18. The larger amount is due to new construction of \$116,747.65, which is paid by those 2020 newly constructed properties coming onto the 2021 tax roll, at the 2020 tax rate, and from a combination of State Owned Properties and an increase in collections for 2021 due to 2020 refunds, the total of which is \$2,381.42 ($\$1,880,666.10 + \$116,747.65 + \$2,381.42$).

ORDINANCE NO. 20-0588

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
EDGEWOOD, PIERCE COUNTY, WASHINGTON, SETTING THE
PROPERTY TAX LEVY FOR FISCAL YEAR 2021**

WHEREAS, the City of Edgewood attests that the City's population is estimated at 12,070 by the Washington State Department of Financial Management; and

WHEREAS, the City Council of the City of Edgewood has properly given notice of a public hearing on revenue sources for the City's following year's current expense budget, held on November 10, 2020. The hearing included the City's consideration of possible increases in property tax revenues for fiscal year 2021, pursuant to RCW 84.55.120; and

WHEREAS, the City of Edgewood's highest lawful levy amount since 1985 was \$1,869,421.16; and

WHEREAS, the City of Edgewood's actual levy amount from the previous year was \$1,870,989.97.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD,
WASHINGTON, DOES ORDAIN AS FOLLOWS:**

Section 1. Property Tax Levy. An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2021 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be \$9,676.13 which is a percentage increase of .517166% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Certified Copies To Be Filed. Pursuant to RCW 84.52.020, the City Clerk is hereby directed to file certified copies of this Ordinance with the appropriate Pierce County authorities.

Section 4. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after publication in the City's official newspaper.

**PRESENTED TO COUNCIL FOR FIRST READING
AND ADOPTION ON NOVEMBER 10, 2020.**

SIGNED BY:

Mayor Daryl Eidinger

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

City Attorney Ann Marie Soto

Date of Publication: 11/12/2020

Effective Date: 11/17/2020

Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Rachel Pitzel,
(Name)

City Clerk, for Edgewood, do hereby certify to
(Title) (District Name)

the Pierce County legislative authority that the Council
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's
(Year of Collection)

budget, which was adopted following a public hearing held on 11/10/20:
(Date of Public Hearing)

Regular Levy: \$1,997,413.76
(State the **total** dollar amount to be levied)

Excess Levy: _____
(State the **total** dollar amount to be levied)

Refund Levy: \$2,381.42
(State the **total** dollar amount to be levied)

Signature: _____

Date: 11/10/20

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CITY OF EDGEWOOD

10.27.2020 REGULAR COUNCIL MEETING MEETING AGENDA SUMMARY

Tuesday, October 27, 2020 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Eidinger called the meeting to order at 7:00pm and led attendees in the Pledge of Allegiance.

Present: Mayor Eidinger, Deputy Mayor Creley, Councilmember West, Councilmember Day, Councilmember Christopherson, Councilmember Wise, Councilmember Tomy, Councilmember Lowry

Staff Present: Assistant City Administrator Dave Gray, City Clerk Rachel Pitzel, Community & Economic Development Director Darren Groth, Jeremy Metzler Public Works Director, Matthew Ray, IT Director, Police Chief Micah Lundborg.

2 AUDIENCE COMMENT

Jason Ramirez spoke.

3 MAYOR'S REPORT

Mayor Eidinger read his report into the record and invited each director to speak on topics of their choosing.

4 CONSENT AGENDA

- A. Regular City Council Meeting Minutes of October 13, 2020
- B. Study Session Meeting Minutes of October 20, 2020
- C. Review of Commission, Committee and Board Meeting Minutes
- D. **AB20-050**, a motion approving October 2020 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust; IRS 941; ESD Unemployment Insurance Q3; L&I Q3; and ESD PFML Q3 in the amount of \$131,821.99; and Vendor Check Numbers 24594 through 24612 with EFT and Direct Pay Payments in the amount of \$446,380.85. Total distributions submitted for review and authorization in the amount of \$578,202.84.
- E. **AB20-051**, Remote Work and Flexible or Alternative Work Schedules Policy and Procedures
- F. **AB20-0532**, approving Resolution No. 20-0532, Amendment to the Law Enforcement Service Contract with Pierce County
Motion: As Read, Action: Approve, **Moved by** Councilmember Day, **Seconded by** Councilmember Wise Motion passed (7-0)

5 COUNCIL BUSINESS

- A. **AB20-0586**, a motion adopting Ordinance No. 20-0586, the 2021-2026 Capital Improvement Plan (CIP) Update
Public Works Director Metzler reviewed the slight changes made from the week prior.
Motion: As Read, Action: Approve, **Moved by** Councilmember Lowry, **Seconded by** Councilmember Wise. Motion passed (7-0)
- B. **AB20-0587**, a motion adopting Ordinance No. 20-0587, No Parking Zones
Public Works Director Metzler reviewed this item with Council. After a detailed discussion Council requested amending it to reflect that 96th Avenue Ct E was changed to 94th Ave E and 109th Avenue Ct E was changed to 106th Ave E.
Motion: As Amended, Action: Approve, **Moved by** Councilmember Christopherson, **Seconded by** Councilmember Lowry Motion passed (7-0)

6 COUNCIL COMMENTS

Mayor Eidinger spoke.
Councilmember Lowry spoke.
Councilmember Day spoke.
Councilmember West spoke.
Councilmember Tomin spoke.

7 ADJOURN

Mayor Eidinger adjourned the meeting at 7:28pm

Jill S. Herrera, Deputy City Clerk/
Communications Coordinator

Daryl Eidinger, Mayor



CITY OF EDGEWOOD

11.03.2020 STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, November 3, 2020 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Eidinger called the meeting to order at 7:00pm and led attendees in the Pledge of Allegiance.

Present: Mayor Eidinger, Deputy Mayor Creley, Councilmember West, Councilmember Day, Councilmember Christopherson, Councilmember Tomin, Councilmember Lowry

Excused: Councilmember Wise

Staff Present: Assistant City Administrator Dave Gray, City Clerk Rachel Pitzel, Community & Economic Development Director Darren Groth, Jeremy Metzler Public Works Director, Matthew Ray, IT Director, Police Chief Micah Lundborg.

2 COUNCIL BUSINESS

A. Discussion – Budget Labor and Expenditures

Assistant City Administrator Gray discussed this item in detail. Salary Commission Chair Jason Neil was then introduced, and further detailed the reasons behind the recommendations.

B. Discussion – Equity, Diversity and Inclusion (Trainings, Planning, etc.)

Mayor Eidinger briefed on this agenda item confirming the two upcoming training days. He inquired if Council was interested in becoming a member of the National League of Cities. Discussion then ensued about the best ways to provide citizens with their updates on this topic.

C. Discussion - Traffic and Pedestrian Safety

Public Works Director Metzler briefed Council on this agenda item, and various other related Public Works projects.

3 OTHER COUNCIL ITEMS

Mayor Eidinger spoke.

Councilmember Tomin spoke.

4 ADJOURN

Mayor Eidinger adjourned the meeting at 7:56pm.

Jill S. Herrera, Deputy City Clerk/
Communications Coordinator

Daryl Eidinger, Mayor



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-054 , a motion approving November 2020 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust; and IRS 941 in the amount of \$167,517.11; and Vendor Check Numbers 24613 through 24633 with EFT and Direct Pay Payments in the amount of \$172,094.56. Total distributions submitted for review and authorization in the amount of \$339,611.67.	Agenda Item #: AB20-054
	For Agenda of: 11/10/2020
	Prepared by: Stephanie Goff
Attachments (list): 1. 111020 Claims Register 2. 111020 Voucher Directory	
Approval of Materials: Stephanie Goff Rachel Pitzel 11/5/2020 Dave Gray 11/5/2020 Daryl Eidinger 11/5/2020	Expenditure Required: \$339,611.67
	Amount Budgeted: \$339,611.67
	Timeline: N/A

Summary Statement:

Approving November 2020 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust; and IRS 941 in the amount of \$167,517.11; and Vendor Check Numbers 24613 through 24633 with EFT and Direct Pay Payments in the amount of \$172,094.56. Total distributions submitted for review and authorization in the amount of \$339,611.67.

Item History:

N/A

Recommended Action:

MOTION to adopt November 2020 Budgeted Expenditures as presented under the Consent Agenda.

Fiscal Note/Consideration:

City of Edgewood 2020

November 10th 2020 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
AWC EFT 10/30/2020	AWC Employee Benefit Trust	10/30/2020	\$43,710.26
DCP EFT 10/30/2020	Dept of Retirement Systems	10/30/2020	\$19,928.37
Direct Deposit Run -	Payroll Vendor	10/30/2020	\$77,601.53
DRS EFT 10/30/2020	Deferred Compensation Program	10/30/2020	\$13,421.81
DSHS-DCS EFT	WA State Support Registry	10/30/2020	\$275.00
IRS 941 EFT 10/30/2020	IRS 941	10/30/2020	\$12,580.14
Total			\$167,517.11

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
24612 Last Number Issued Previous Authorization			
24613	A & R Services dba Angela Rojo	11/10/2020	\$835.00
24614	Advanced Safety & Fire Services	11/10/2020	\$1,299.24
24615	AHBL	11/10/2020	\$5,237.50
24616	Berger Partnership	11/10/2020	\$5,479.75
24617	Bob's Property Solutions, Inc.	11/10/2020	\$1,923.25
24618	Daily Journal of Commerce	11/10/2020	\$110.40
24619	Drain-Pro	11/10/2020	\$1,105.50
24620	Grainger	11/10/2020	\$623.90
24621	Horizon Roofing	11/10/2020	\$4,901.54
24622	Madrona Law Group, PLLC	11/10/2020	\$9,496.00
24623	McKinstry Co, LLC	11/10/2020	\$5,686.19
24624	Mt. View-Edgewood Water Co.	11/10/2020	\$325.38
24625	North Hill Dental LLC, C/O Keavin McIntosh	11/10/2020	\$38,400.00
24626	Office Depot	11/10/2020	\$155.14
24627	Pape Machinery Inc.	11/10/2020	\$453.17
24628	Pierce County Television	11/10/2020	\$4,160.00
24629	Traffic Logix Corporation	11/10/2020	\$27,813.49
24630	Traffic Management, Inc.	11/10/2020	\$768.00
24631	Transpo Group	11/10/2020	\$25,858.75
24632	Utilities Underground Location Center	11/10/2020	\$238.65
24633	Whistle Workwear	11/10/2020	\$459.88
Direct Pay Payment	Amazon Capital Services	11/10/2020	\$6,554.40
Direct Pay Payment	CDW Government	11/10/2020	\$2,912.32
Direct Pay Payment	CivicPlus, LLC	11/10/2020	\$19,919.34
Direct Pay Payment	Julie Dyer	11/10/2020	\$2,240.00
Direct Pay Payment	Monarch Landscape Holdings	11/10/2020	\$1,129.77
EFT Payment 11/5/2020	Century Link	11/10/2020	\$271.22
EFT Payment 11/5/2020	Comcast	11/10/2020	\$495.41
EFT Payment 11/5/2020	Comcast Business	11/10/2020	\$1,071.09
EFT Payment 11/5/2020	McLendon Hardware-Blue Tarp Credit Services	11/10/2020	\$198.29
EFT Payment 11/5/2020	Verizon Wireless	11/10/2020	\$1,603.82
EFT Payment 11/5/2020	Wells Fargo Vendor Fin Serv	11/10/2020	\$368.17

Total Claims Voucher Distribution	\$172,094.56
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Total Distribution Submitted for Review & Authorization	\$339,611.67
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Authorization Adjustments:	\$ -
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Total Distribution Net of Prior Authorized Adjustments	\$339,611.67
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Claims Voucher Approval: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Edgewood, and that I am authorized to authenticate and certify to said claim.

Accounting Manager, Stephanie Goff

Mayor, Daryl Eidinger

Council Member



Voucher Directory

Fiscal: : 2020 - November

Council Date: : 2020 - November - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
A & R Services dba Angela Rojo	24613			2020 - November - 1st Council Meeting	
		510-A&R			
			November Services		
			001-018-000-518-30-41-01	Professional Services	\$835.00
				Monthly Janitorial Svs. for November	
		Total 510-A&R			\$835.00
	Total 24613				\$835.00
Total A & R Services dba Angela Rojo					\$835.00
Advanced Safety & Fire Services	24614			2020 - November - 1st Council Meeting	
		280429			
			Annual Services		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$874.97
				(17) New Fire Extinguishers	
			001-018-000-518-30-41-01	Professional Services	\$424.27
				Annual Extinguisher Services	
		Total 280429			\$1,299.24
	Total 24614				\$1,299.24
Total Advanced Safety & Fire Services					\$1,299.24
AHBL	24615			2020 - November - 1st Council Meeting	
		121688			
			8/26-9/25/20 On-Call Services		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$62.50
				8/26-9/25/20 On-Call Services	
		Total 121688			\$62.50
		121689			
			8/26-9/25/20 2020 Comp Plan Processing		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$5,175.00
				8/26-9/25/20 2020 Comp Plan Processing	
		Total 121689			\$5,175.00
	Total 24615				\$5,237.50
Total AHBL					\$5,237.50

Vendor	Number	Reference	Account Number	Description	Amount	
Amazon Capital Services						
		Direct Pay Payment 11/5/2020 12:51:48 PM - 1		2020 - November - 1st Council Meeting		
		1W9M-7DTR-FQQD				
		November Purchases				
		001-018-000-518-20-31-01		Office & Operational Supplies	\$6,216.07	
				Power Strip, Wireless Keyboards, Headsets, AA Batteries, Mousepads, All-Weather Notepads, Hand Soap, Labels, File Folder Tabs, Hole Punch, Sharpie's, Phone Cases, Surface Chargers, USB Cables, Cell Phone Signal Boosters, Paper Plates, Ant Bait Stations		
		001-018-000-518-20-35-02		Office Furniture	\$241.70	
				Shelving Units, Bookcase		
		001-018-000-518-20-39-11		Teambuilding-Supplies	\$17.70	
				Hawaiian Shirt		
		001-018-000-518-30-32-02		Supplies/Parts - Vehicles & Equipment	\$48.17	
				Snowplow Part		
		001-021-000-521-20-31-01		Office & Operational Supplies	\$30.76	
				Business Card Holder		
		Total 1W9M-7DTR-FQQD				\$6,554.40
		Total Direct Pay Payment 11/5/2020 12:51:48 PM - 1				\$6,554.40
Total Amazon Capital Services					\$6,554.40	
Berger Partnership						
	24616		2020 - November - 1st Council Meeting			
		32842				
			September Services- Prj. 20195029.00			
			310-000-000-594-76-41-03	Professional Svs.-Property	\$5,479.75	
				36th & Meridian Phase One		
		Total 32842				\$5,479.75
	Total 24616					\$5,479.75
Total Berger Partnership					\$5,479.75	
Bob's Property Solutions, Inc.						
	24617		2020 - November - 1st Council Meeting			
		102320-BOB				
			October Services			
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$1,923.25	
				Meridian Tree Cutting		
		Total 102320-BOB				\$1,923.25
	Total 24617					\$1,923.25
Total Bob's Property Solutions, Inc.					\$1,923.25	

Vendor	Number	Reference	Account Number	Description	Amount
CDW Government					
	Direct Pay Payment 11/5/2020 12:51:48 PM - 2	3254273	2020 - November - 1st Council Meeting		
			October Purchases		
			001-018-000-594-18-64-02	Cap Exp-Computer Hardware	\$2,912.32
			PO# 2020081-	MS Surface Book & Docking Stations- Mayor	
		Total 3254273			\$2,912.32
	Total Direct Pay Payment 11/5/2020 12:51:48 PM - 2				\$2,912.32
Total CDW Government					\$2,912.32
Century Link					
	EFT Payment 11/5/2020 12:51:15 PM - 1	253-927-2018 680B 10/25-11/25	2020 - November - 1st Council Meeting		
			10/25-11/25 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$137.51
				Elevator and Fire Alarm Line	
		Total 253-927-2018 680B 10/25-11/25			\$137.51
		253-952-3537 889B 10/22-11/22			
			10/22-11/22 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$133.71
				Fax Line	
		Total 253-952-3537 889B 10/22-11/22			\$133.71
	Total EFT Payment 11/5/2020 12:51:15 PM - 1				\$271.22
Total Century Link					\$271.22
CivicPlus, LLC					
	Direct Pay Payment 11/5/2020 12:51:48 PM - 3	205252	2020 - November - 1st Council Meeting		
			Civic Plus Website Setup		
			001-018-000-518-85-49-03	Computer Subscriptions	\$9,959.67
				Civic Plus Website Setup	
		Total 205252			\$9,959.67
		205448			
			Civic Plus Website Setup		
			001-018-000-518-85-49-03	Computer Subscriptions	\$9,959.67
				Civic Plus Website Setup	
		Total 205448			\$9,959.67
	Total Direct Pay Payment 11/5/2020 12:51:48 PM - 3				\$19,919.34
Total CivicPlus, LLC					\$19,919.34
Comcast					
	EFT Payment 11/5/2020 12:51:15 PM - 2	8498 35 021 0458551 10/25-11/24/20	2020 - November - 1st Council Meeting		
			10/25-11/24/20 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$405.18

Vendor	Number	Reference	Account Number	Description	Amount
				City Hall Internet	
		Total 8498 35 021 0458551 10/25-11/24/20			\$405.18
		8498 35 021 0602869 10/29-11/28/20			
		10/29-11/28/20 Services			
		001-018-000-518-30-42-01		Telecommunications Charges	\$90.23
				City Hall Public Internet	
		Total 8498 35 021 0602869 10/29-11/28/20			\$90.23
		Total EFT Payment 11/5/2020 12:51:15 PM - 2			\$495.41
Total Comcast					\$495.41
Comcast Business					
		EFT Payment 11/5/2020 12:51:15 PM - 3		2020 - November - 1st Council Meeting	
		109942565			
		10/15-11/14/20 Services			
		001-018-000-518-30-42-01		Telecommunications Charges	\$1,071.09
				City Hall Phones	
		Total 109942565			\$1,071.09
		Total EFT Payment 11/5/2020 12:51:15 PM - 3			\$1,071.09
Total Comcast Business					\$1,071.09
Daily Journal of Commerce					
	24618			2020 - November - 1st Council Meeting	
		3362608			
		November Services			
		001-019-000-511-30-41-02		Legal Publications	\$110.40
				Newspaper- On Call Vegetation Services	
		Total 3362608			\$110.40
	Total 24618				\$110.40
Total Daily Journal of Commerce					\$110.40
Drain-Pro					
	24619			2020 - November - 1st Council Meeting	
		74684			
		11/1-11/28 Edgemont Park			
		001-076-000-576-80-45-03		Operating Rentals	\$437.50
				11/1-11/28 Edgemont Park	
		Total 74684			\$437.50
	74685				
		11/1-11/28 Nelson Nature Park			
		001-076-000-576-80-45-03		Operating Rentals	\$241.00
				11/1-11/28 Nelson Nature Park	
		Total 74685			\$241.00

Vendor	Number	Reference	Account Number	Description	Amount
		74686			
			11/1-11/28 Nelson Farm		
			001-076-000-576-80-45-03	Operating Rentals	\$106.50
			11/1-11/28 Nelson Farm		
		Total 74686			\$106.50
		74687			
			11/1-11/28 Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals	\$196.00
			11/1-11/28 Trailhead Park		
		Total 74687			\$196.00
		74688			
			11/1-11/28 PW Yard		
			001-076-000-576-80-45-03	Operating Rentals	\$124.50
			11/1-11/28 PW Yard		
		Total 74688			\$124.50
	Total 24619				\$1,105.50
Total Drain-Pro					\$1,105.50
Grainger					
	24620			2020 - November - 1st Council Meeting	
		9684345649			
			October Purchaess		
			001-076-000-576-80-31-01	Operational Supplies	\$80.12
			Parts for Pipe Repair- Stock		
		Total 9684345649			\$80.12
		9688774752			
			October Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$38.41
			Garbage Cans		
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$76.82
			Garbage Cans		
			410-000-000-531-38-31-01	Operational Supplies	\$76.83
			Garbage Cans		
		Total 9688774752			\$192.06
		9688774760			
			October Purchases		
			001-076-000-576-80-35-01	Small Tools/Minor Equipment	\$27.47
			Pitch Forks for PW Vehicles		
			101-000-000-542-30-35-01	Roadway-Small Tools & Minor Equipment	\$54.94
			Pitch Forks for PW Vehicles		
			410-000-000-594-31-64-04	Equipment	\$54.94
			Pitch Forks for PW Vehicles		
		Total 9688774760			\$137.35

Vendor	Number	Reference	Account Number	Description	Amount
		9688774778			
			October Purchases		
			001-076-000-576-80-35-01	Small Tools/Minor Equipment	\$42.87
				Pitch Forks for PW Vehicles	
			101-000-000-542-30-35-01	Roadway-Small Tools & Minor Equipment	\$85.75
				Pitch Forks for PW Vehicles	
			410-000-000-594-31-64-04	Equipment	\$85.75
				Pitch Forks for PW Vehicles	
		Total 9688774778			\$214.37
	Total 24620				\$623.90
Total Grainger					\$623.90
Horizon Roofing					
	24621			2020 - November - 1st Council Meeting	
		101220-HR			
			October Services		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$4,901.54
				PW Shop Re-Roof	
		Total 101220-HR			\$4,901.54
	Total 24621				\$4,901.54
Total Horizon Roofing					\$4,901.54
Julie Dyer					
	Direct Pay Payment 11/5/2020 12:51:48 PM - 4			2020 - November - 1st Council Meeting	
	1024-JD				
			10/16-10/31/20 Services		
			001-018-000-518-80-41-01	Contracted IT Services	\$2,240.00
				IT Consulting Services 10/16-10/31/20	
		Total 1024-JD			\$2,240.00
	Total Direct Pay Payment 11/5/2020 12:51:48 PM - 4				\$2,240.00
Total Julie Dyer					\$2,240.00
Madrona Law Group, PLLC					
	24622			2020 - November - 1st Council Meeting	
		10477			
			October Services		
			001-019-000-515-41-41-01	Legal Services-External	\$3,561.00
				October Services	
		Total 10477			\$3,561.00
		10478			
			October Services		
			001-019-000-515-41-41-01	Legal Services-External	\$5,360.00
				October Services	
		Total 10478			\$5,360.00

Vendor	Number	Reference	Account Number	Description	Amount
		10479			
			October Services		
			001-019-000-515-41-41-01	Legal Services-External	\$575.00
				October Services	
		Total 10479			\$575.00
	Total 24622				\$9,496.00
Total Madrona Law Group, PLLC					\$9,496.00
McKinstry Co, LLC					
24623				2020 - November - 1st Council Meeting	
		10129116			
			October Services		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$395.64
				Troubleshoot HVAC	
		Total 10129116			\$395.64
		10129281			
			October Services		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$5,290.55
				Replace Flushing Mechanisms in Restrooms	
		Total 10129281			\$5,290.55
	Total 24623				\$5,686.19
Total McKinstry Co, LLC					\$5,686.19
McLendon Hardware-Blue Tarp Credit Services					
	EFT Payment 11/5/2020 12:51:15 PM - 4			2020 - November - 1st Council Meeting	
	J17706/3				
			October Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$14.42
				Misc. Tools for PW Vehicles	
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$28.84
				Misc. Tools for PW Vehicles	
			410-000-000-531-38-31-01	Operational Supplies	\$28.83
				Misc. Tools for PW Vehicles	
		Total J17706/3			\$72.09
		J21993/3			
			October Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$20.68
				Parts for Pipe Repair- Nelson Park	
		Total J21993/3			\$20.68
		J26951/3			
			October Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$6.90
				Misc. Supplies for PW Shop	
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$13.80
				Misc. Supplies for PW Shop	

Vendor	Number	Reference	Account Number	Description	Amount
			410-000-000-531-38-31-01	Operational Supplies	\$13.80
				Misc. Supplies for PW Shop	
		Total J26951/3			\$34.50
		J28476/3			
			October Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$14.20
				Misc. Tools for PW Shop	
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$28.41
				Misc. Tools for PW Shop	
			410-000-000-531-38-31-01	Operational Supplies	\$28.41
				Misc. Tools for PW Shop	
		Total J28476/3			\$71.02
		Total EFT Payment 11/5/2020 12:51:15 PM - 4			\$198.29
Total McLendon Hardware-Blue Tarp Credit Services					\$198.29
Monarch Landscape Holdings					
		Direct Pay Payment 11/5/2020 12:51:48 PM - 5	2020 - November - 1st Council Meeting		
		CD50108498			
			November Services		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$1,129.77
				November Services	
		Total CD50108498			\$1,129.77
		Total Direct Pay Payment 11/5/2020 12:51:48 PM - 5			\$1,129.77
Total Monarch Landscape Holdings					\$1,129.77
Mt. View-Edgewood Water Co.					
	24624		2020 - November - 1st Council Meeting		
		15690-3401 8/11-10/10/20			
		8/11-10/10/20 Services			
			001-018-000-518-30-47-02	Water	\$117.96
				Nelson Farm	
		Total 15690-3401 8/11-10/10/20			\$117.96
		19143-3401 8/11-10/10/20			
		8/11-10/10/20 Services			
			001-018-000-518-30-47-02	Water	\$53.62
				118th Ave E	
		Total 19143-3401 8/11-10/10/20			\$53.62
		2-3401 8/11-10/10/20			
		8/11-10/10/20 Services			
			001-018-000-518-30-47-02	Water	\$153.80
				Edgemont Park	
		Total 2-3401 8/11-10/10/20			\$153.80
	Total 24624				\$325.38
Total Mt. View-Edgewood Water Co.					\$325.38

Vendor	Number	Reference	Account Number	Description	Amount
North Hill Dental LLC, C/O Keavin McIntosh					
	24625		2020 - November - 1st Council Meeting		
		110420-NHD			
			24th & Meridian Sidewalk Acquisition		
			350-000-000-595-61-63-01	Pedestrian Projects	\$38,400.00
				24th & Meridian Sidewalks Project	
		Total 110420-NHD			\$38,400.00
	Total 24625				\$38,400.00
Total North Hill Dental LLC, C/O Keavin McIntosh					\$38,400.00
Office Depot					
	24626		2020 - November - 1st Council Meeting		
		131057599001			
			October Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$75.38
				Printer Ink	
		Total 131057599001			\$75.38
		131217290001			
			October Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$79.76
				Paper Towels	
		Total 131217290001			\$79.76
	Total 24626				\$155.14
Total Office Depot					\$155.14
Pape Machinery Inc.					
	24627		2020 - November - 1st Council Meeting		
		12318821			
			001-076-000-576-80-31-01	Operational Supplies	\$90.63
				Chainsaw Supplies	
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$181.27
				Chainsaw Supplies	
			410-000-000-531-38-31-01	Operational Supplies	\$181.27
				Chainsaw Supplies	
		Total 12318821			\$453.17
	Total 24627				\$453.17
Total Pape Machinery Inc.					\$453.17
Pierce County Television					
	24628		2020 - November - 1st Council Meeting		
		20200702			
			July Services		
			001-018-000-518-30-41-01	Professional Services	\$4,160.00

Vendor	Number	Reference	Account Number	Description	Amount
				COVID-19 City Hall Protocols Video	
		Total 20200702			\$4,160.00
	Total 24628				\$4,160.00
Total Pierce County Television					\$4,160.00
Traffic Logix Corporation					
24629				2020 - November - 1st Council Meeting	
		SIN09328			
			PO# 20200069		
			101-000-000-542-30-35-01	Roadway-Small Tools & Minor Equipment	\$27,813.49
				Radar Signs & Trailer	
		Total SIN09328			\$27,813.49
	Total 24629				\$27,813.49
Total Traffic Logix Corporation					\$27,813.49
Traffic Management, Inc.					
24630				2020 - November - 1st Council Meeting	
		674012			
			October Servicess		
			310-000-000-594-76-63-01	Park Improvements	\$768.00
				Traffic Control for Sewer Connection- 36th & Meridian Park	
		Total 674012			\$768.00
	Total 24630				\$768.00
Total Traffic Management, Inc.					\$768.00
Transpo Group					
24631				2020 - November - 1st Council Meeting	
		25123			
			Prj. 1.18149.00 Singh Multifamily Concurrence & TIA Review		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$2,540.00
				Singh Multifamily Concurrence & TIA Review	
		Total 25123			\$2,540.00
		25421			
			Prj. 1.18149.00 24th & Meridian Sidewalk		
			350-000-000-595-61-63-01	Pedestrian Projects	\$9,400.00
				24th & Meridian Sidewalk	
		Total 25421			\$9,400.00
		25422			
			Prj. 1.18149.00 SR 161 & Emerald St. Signal Design & Traffic Analysis		
			101-000-000-595-10-41-01	Professional Services-Capital Exp	\$6,591.25
				SR 161 & Emerald St. Signal Design & Traffic Analysis	
		Total 25422			\$6,591.25

Vendor	Number	Reference	Account Number	Description	Amount
		25423			
			Prj. 1.18149.00 Phillips Ridge Concurrency Evaluation		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$810.00
				Phillips Ridge Concurrency Evaluation	
		Total 25423			\$810.00
		25424			
			Prj. 1.18149.00 Learning Experience Concurrency Evaluation		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$3,267.50
				Learning Experience Concurrency Evaluation	
		Total 25424			\$3,267.50
		25425			
			Prj. 1.18149.00 Prologis Park Concurrency Evaluation		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$3,250.00
				Prologis Park Concurrency Evaluation	
		Total 25425			\$3,250.00
	Total 24631				\$25,858.75
Total Transpo Group					\$25,858.75
Utilities Underground Location Center					
	24632			2020 - November - 1st Council Meeting	
		0100138			
			October Services		
			410-000-000-531-38-49-09	Misc. Fees & Charges	\$238.65
				Utility Locating Svs. for October	
		Total 0100138			\$238.65
	Total 24632				\$238.65
Total Utilities Underground Location Center					\$238.65
Verizon Wireless					
	EFT Payment 11/5/2020 12:51:15 PM - 5			2020 - November - 1st Council Meeting	
		9865623478			
			October Statement		
			001-018-000-518-20-35-01	Small Tools/Minor Equipment	\$181.16
				iPhone- C.Swearingen	
			001-018-000-518-30-42-01	Telecommunications Charges	\$1,422.66
				October Statement	
		Total 9865623478			\$1,603.82
	Total EFT Payment 11/5/2020 12:51:15 PM - 5				\$1,603.82
Total Verizon Wireless					\$1,603.82
Wells Fargo Vendor Fin Serv					
	EFT Payment 11/5/2020 12:51:15 PM - 6			2020 - November - 1st Council Meeting	
		5012379144			
			November Lease		
			001-018-000-518-30-45-06	Copier Lease	\$368.17

Vendor	Number	Reference	Account Number	Description	Amount
				Kyocera Copier Lease	
				Total 5012379144	\$368.17
				Total EFT Payment 11/5/2020 12:51:15 PM - 6	\$368.17
				Total Wells Fargo Vendor Fin Serv	\$368.17
Whistle Workwear					
	24633			2020 - November - 1st Council Meeting	
		502008			
			October Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$341.21
				Work Boots, Safety Sweatshirt, Rain Jacket- A.Thompson	
		Total 502008			\$341.21
		504454			
			October Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$118.67
				Safety Vest & Sweatshirt- J.Privett	
		Total 504454			\$118.67
	Total 24633				\$459.88
	Total Whistle Workwear				\$459.88
Grand Total		Vendor Count	32		\$172,094.56



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0533 , motion approving Resolution No. 20-0533 - Right-of-Way Acquisition, 24th & Meridian Sidewalks	Agenda Item #: AB20-0533
	For Agenda of: 11/10/2020
	Prepared by: Jeremy Metzler
Attachments (list): 1. 1 - Resolution 20-0533 - ROW Acquisition_24th & Meridian 2. 2 - NHD Warranty Deed 3. 3 - NHD TCE 4. 4 - Second DV for North Hill Dental LLC Property Appraisal_20200730 5. 5 - 0996-R Edgewood, Meridian SID-North Hill Dental-McIntosh_20200730	
Approval of Materials: Jeremy Metzler Rachel Pitzel 11/5/2020 Dave Gray 11/5/2020 Daryl Eidinger 11/5/2020	Expenditure Required: \$38,400
	Amount Budgeted: N/A
	Timeline: 11/10/2020 RCM

Summary Statement:

Staff has been working diligently with the City's consultant to acquire the necessary right-of-way along Meridian Avenue East to construct a sidewalk between 24th Street East and the Simon's Mill Apartments. Following months of appraisal, negotiation, and discussion, the owners of property located at 2511 Meridian Avenue East have agreed to execute the necessary documents for \$38,400.

Council adopted Right of Way Procedures and an Administrative Settlement Policy in accordance with WSDOT guidelines under Resolution 20-0510 on June 23, 2020. In accordance with said adopted policy, "The City Council may approve administrative settlements that exceed \$20,000." Attached herewith are the authorizing resolution for Council's consideration, as well as the Warranty Deed, Temporary Construction Easement, Determination of Value, and Appraisal Report for reference. Staff has received documents signed by the property owner, ready for execution upon Council's authorization.

Item History:

N/A

Recommended Action:

MOTION to adopt Resolution No. 20-0533 as presented under the Consent Agenda.

Fiscal Note/Consideration:

The cost of this partial acquisition is included in the previously approved overall cost for this capital project.

RESOLUTION NO. 20-0533

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AUTHORIZING THE MAYOR'S EXECUTION OF A WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT FOR THE ACQUISITION OF RIGHT-OF-WAY AND SIDEWALK CONSTRUCTION LOCATED AT 2511 MERIDIAN AVENUE EAST IN EDGEWOOD, IN THE AMOUNT OF \$38,400.

WHEREAS, the 2020 Appropriated City Budget for Capital Roads includes funding for road improvement for pedestrian safety improvements; and

WHEREAS, under Resolution 19-0441 on January 8, 2019, the Council accepted a \$750,000 grant through the Washington State Transportation Improvement Board (TIB) for construction of sidewalks near the intersection of 24th Street East and Meridian Avenue East; and

WHEREAS, to support construction of said sidewalk along Meridian Avenue East, the City's consultant has negotiated acquisition of right-of-way and a temporary construction easement in good faith with the property owners at 2511 Meridian Avenue East, with said partial property acquisition appraised at \$38,400; and

WHEREAS, under Resolution 20-0510 on June 23, 2020, the Council adopted Right of Way Procedures and an Administrative Settlement Policy in accordance with WSDOT guidelines; and

WHEREAS, in accordance with said adopted policy, "The City Council may approve administrative settlements that exceed \$20,000";

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor to execute and record a Warranty Deed and Temporary Construction Easement for the partial acquisition of property located at 2511 Meridian Avenue East, Edgewood, WA, for \$38,400.

Section 2. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 10TH DAY OF NOVEMBER, 2020

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

After Recording Return Document to:
City of Edgewood
2224 104th Avenue E
Edgewood, WA 98372-1513

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE

Document Title: Warranty Deed
Grantor(s): North Hill Dental LLC and Keavin McIntosh
Grantee(s): City of Edgewood
Legal Description: Ptn of Q32 S20 T20 R04
Additional Legal Description is on Page 4 & 5 of Document
Assessor's Tax Parcel Number: 042010-3-031

WARRANTY DEED

The **Grantor(s), North Hill Dental LLC and Keavin McIntosh** for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, hereby convey and warrant to the **CITY OF EDGEWOOD, A Municipal Corporation of the State of Washington**, Grantee, the following described real property situated in Pierce County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

For legal description and additional conditions
See Exhibit A and Exhibit B attached hereto and made a part hereof.

Also, the Grantors request the Assessor and Treasurer of said County to set over to the remainder of parcel number(s) 042010-3-031, the lien of all unpaid taxes, if any, affecting the real estate herein conveyed, as provided for by RCW 84.60.070.

It is understood and agreed that delivery of this Warranty Deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the **CITY OF EDGEWOOD, a Municipal Corporation of the State of Washington** unless and until accepted and approved hereon in writing for the **CITY OF EDGEWOOD, a Municipal Corporation of the State of Washington**, by its authorized agent.

GRANTOR(S):

North Hill Dental LLC and Keavin McIntosh

By: _____

Name: _____

Title: _____

STATE OF WASHINGTON)

) : ss

County of _____)

I certify that I know or have satisfactory evidence that **Keavin McIntosh**, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the **North Hill Dental LLC**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of _____,
residing at _____
My commission expires _____

Accepted and Approved

CITY OF EDGEWOOD

By: _____
Daryl Eiding, Mayor

Date: _____

EXHIBIT 'A'

Owner: North Hill Dental LLC and Keavin McIntosh
Parcel No. 042010-3-031
Right-of-Way Acquisition

LEGAL DESCRIPTION OF GRANTOR'S PARCEL

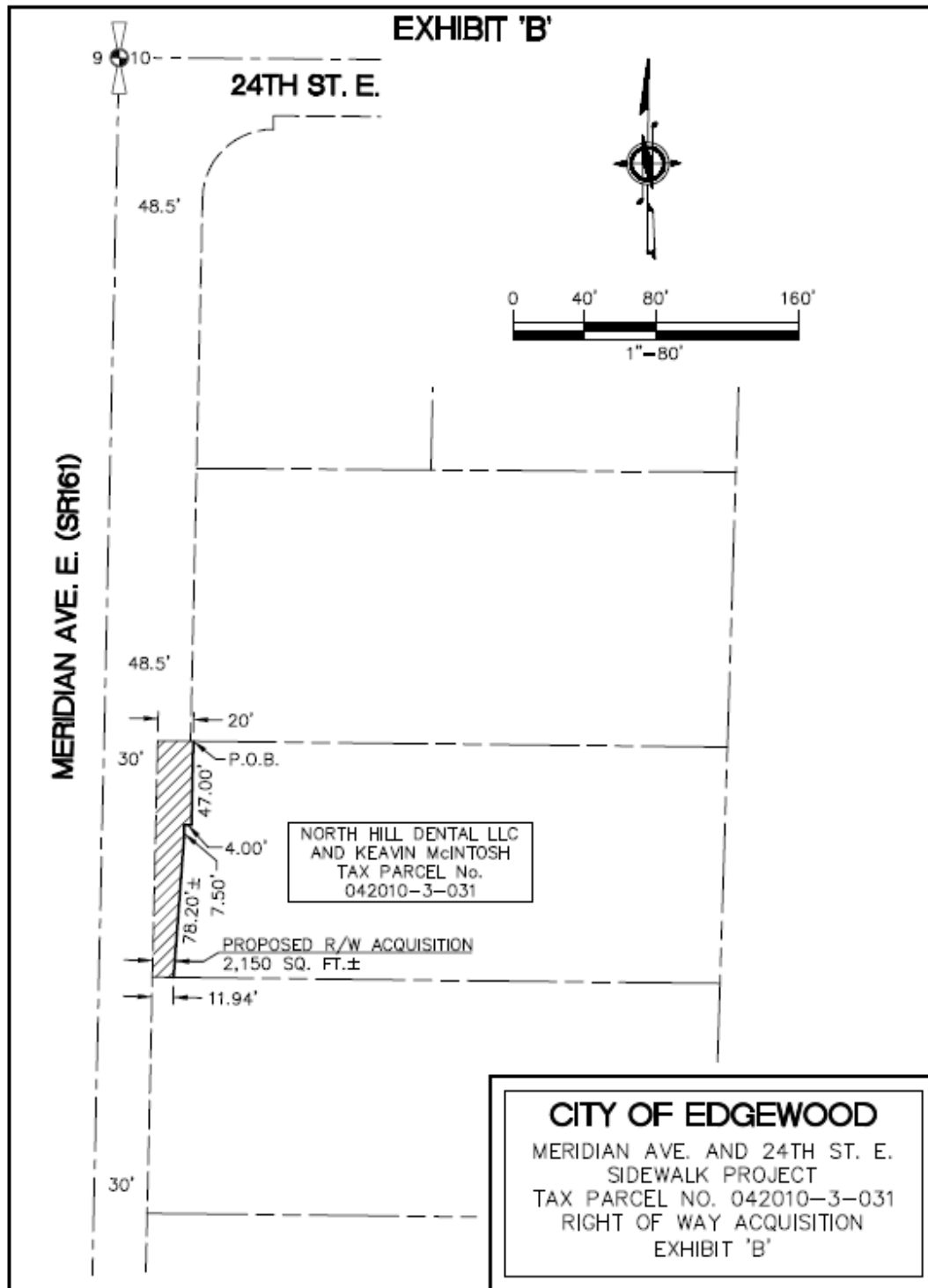
The North 132.50 feet of the South 265 feet of the West Half of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 10, Township 20 North, Range 4 East of the Willamette Meridian;
EXCEPT Meridian County Road on the West.

LEGAL DESCRIPTION OF RIGHT-OF-WAY ACQUISITION

That portion of said parcel described above, lying Westerly of the following described line:

BEGINNING at a point on the North line of said Parcel and 20.00 feet Easterly of the Westerly line of said Parcel, measured perpendicular to said West line;
THENCE Southerly, parallel with the West line of said Parcel a distance of 47.00 feet;
THENCE Westerly, perpendicular to said West line a distance of 4.00 feet;
THENCE Southerly, parallel with the West line of said Parcel a distance of 7.50 feet;
THENCE Southerly a distance of 78.20 feet, more or less to a point on the South line of said Parcel and 11.94 feet Easterly of the Westerly line of said Parcel, measured perpendicular to said West line, said point being the TERMINUS of the herein described line.

Contains: 2,150 Square Feet, more or less.



Parcel No. 0420103031

After Recording Return Document to:
City of Edgewood
2224 104th Avenue E
Edgewood, WA 98372-1513

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE

Document Title: Temporary Construction Easement
Grantor(s): North Hill Dental LLC and Keavin McIntosh
Grantee(s): City of Edgewood
Legal Description: Ptn of Q32 S20 T20 R04
Additional Legal Description is on Page 4 & 5 of Document
Assessor's Tax Parcel Number: 042010-3-031

TEMPORARY CONSTRUCTION EASEMENT

The **Grantor(s), North Hill Dental LLC and Keavin McIntosh** for and in consideration of ONE-THOUSAND TWO-HUNDRED NINE AND NO/100 (\$1,209.00) DOLLARS, convey(s) and grant(s) unto the **CITY OF EDGEWOOD, a municipal corporation of the State of Washington** and its assigns, Grantee the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of sidewalk improvements along 24th Street E and Meridian Avenue E.

The temporary rights herein granted shall terminate 12 months from start of construction, or August 30, 2021, **whichever occurs sooner**.

Said lands being situated in Pierce County, State of Washington, and described as follows:

For legal description and additional conditions
See Exhibit A and Exhibit B attached hereto and made a part hereof.

It is understood and agreed that delivery of this easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Edgewood unless and until accepted and approved hereon in writing for the City of Edgewood, by and through its authorized agent.

TEMPORARY CONSTRUCTION EASEMENT

DATED this _____ day of _____, 2020.

NORTH HILL DENTAL LLC AND KEAVIN MCINTOSH

By _____
Kevin McIntosh

STATE OF WASHINGTON)

) : ss

County of _____)

I certify that I know or have satisfactory evidence that **Keavin McIntosh**, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the **North Hill Dental LLC**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of _____,
residing at _____
My commission expires _____

TEMPORARY CONSTRUCTION EASEMENT

Accepted and Approved

CITY OF EDGEWOOD

By: _____
Daryl Eiding, Mayor

Date: _____

TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT 'A'

Owner: North Hill Dental LLC and Keavin McIntosh
Parcel No. 042010-3-031
Temporary Construction Easement

LEGAL DESCRIPTION OF GRANTOR'S PARCEL

The North 132.50 feet of the South 265 feet of the West Half of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 10, Township 20 North, Range 4 East of the Willamette Meridian;
EXCEPT Meridian County Road on the West.

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

That portion of said parcel described above, lying Westerly of the following described line:

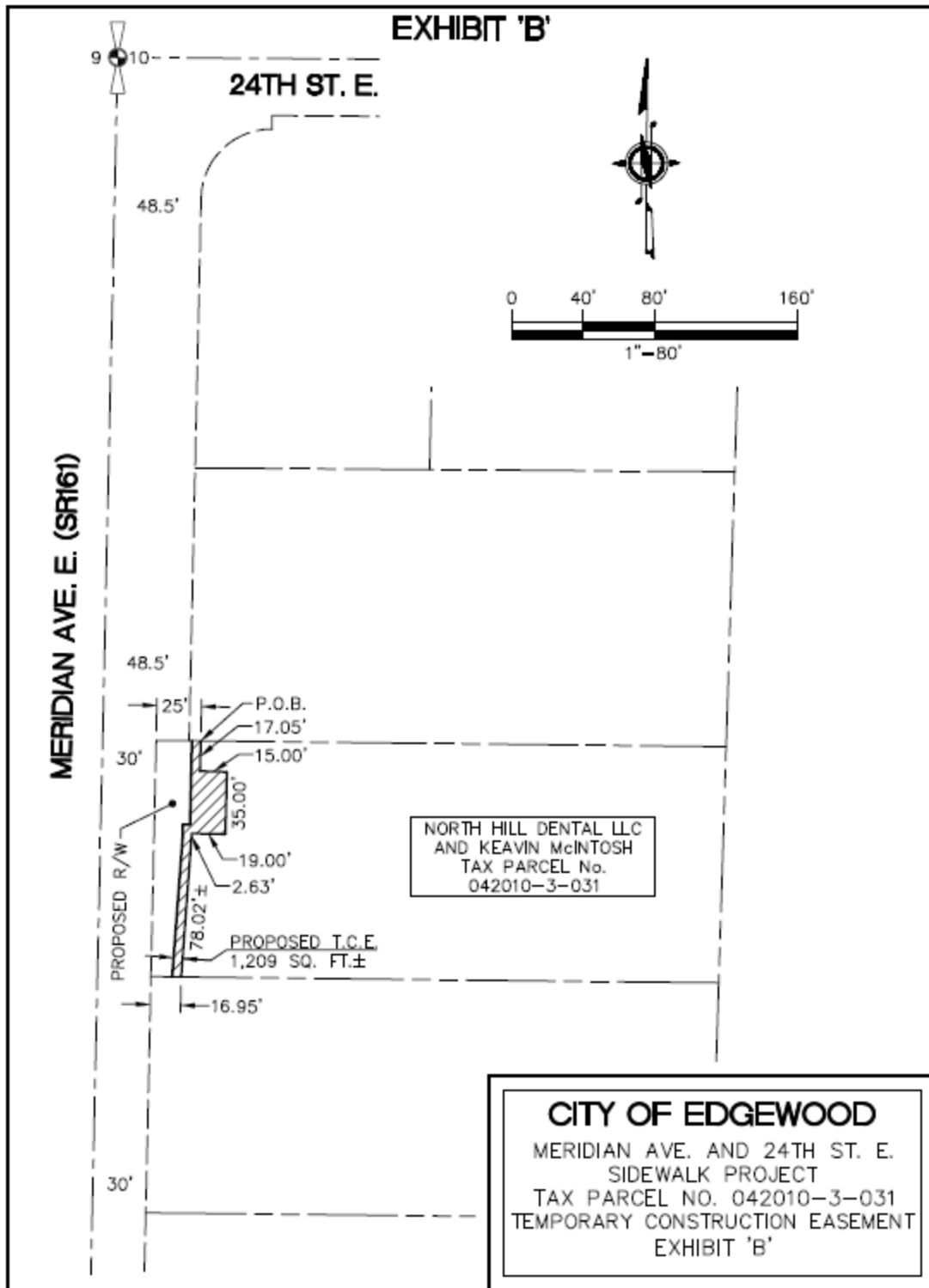
BEGINNING at a point on the North line of said Parcel and 25.00 feet Easterly of the Westerly line of said Parcel, measured perpendicular to said West line;
THENCE Southerly, parallel with the West line of said Parcel a distance of 17.05 feet;
THENCE Easterly, perpendicular to said West line a distance of 15.00 feet;
THENCE Southerly, parallel with the West line of said Parcel a distance of 35.00 feet;
THENCE Westerly, perpendicular to said West line a distance of 19.00 feet;
THENCE Southerly, parallel with the West line of said Parcel a distance of 2.63 feet;
THENCE Southerly a distance of 78.02 feet, more or less to a point on the South line of said Parcel and 16.95 feet Easterly of the Westerly line of said Parcel, measured perpendicular to said West line, said point being the TERMINUS of the herein described line.

EXCEPTING THEREFROM that portion of said parcel described above, lying Westerly of the following described line:

BEGINNING at a point on the North line of said Parcel and 20.00 feet Easterly of the Westerly line of said Parcel, measured perpendicular to said West line;
THENCE Southerly, parallel with the West line of said Parcel a distance of 47.00 feet;
THENCE Westerly, perpendicular to said West line a distance of 4.00 feet;
THENCE Southerly, parallel with the West line of said Parcel a distance of 7.50 feet;
THENCE Southerly a distance of 78.20 feet, more or less to a point on the South line of said Parcel and 11.94 feet Easterly of the Westerly line of said Parcel, measured perpendicular to said West line, said point being the TERMINUS of the herein described line.

Contains: 1,209 Square Feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT



Parcel No. 0420103031

July 17, 2020

SECOND DETERMINATION OF VALUE

TO: Mr. Jeremy Metzler, P.E.
City of Edgewood
Department of Public Works
2224 10th Avenue E.
Edgewood, WA, 98372

Owner: North Hill Dental LLC, etal
Federal Aid No.: N/A
Project: Edgewood Sidewalk Gap Project
Meridian Avenue & 24th Street E.
Map Sheet: ROW02
Map Approval Date: N/A
Date of last map revision: September 6, 2019

Map Parcel No: 042010-3-031

FROM: John W. Arney, MAI
Senior Appraiser

The following PREVIOUS appraisal has been done on the subject property:

APPRAISER	VALUE DATE	BEFORE VALUE	AFTER VALUE	VALUE DIFFERENCE	ALLOCATION \$	
					TAKING \$	DAMAGES \$
Rick Westman	04/06/2020	\$521,100 (R)	\$483,800 (R)	\$37,300 (R)	\$37,300 (R)	\$0

The following PREVIOUS DETERMINATION(s) OF VALUE has been made on subject property:

REVIEW APPRAISER	DATE OF CURRENT DV	BEFORE VALUE	AFTER VALUE	JUST COMPENSATION	ALLOCATION \$	
					TAKING \$	DAMAGES \$
John W. Arney, MAI	05/14/2020	\$521,100 (R)	\$483,800 (R)	\$37,300 (R)	\$37,300 (R)	\$0

The following CURRENT appraisal has been done on the subject property:

APPRAISER	VALUE DATE	BEFORE VALUE	AFTER VALUE	VALUE DIFFERENCE	ALLOCATION \$	
					TAKING \$	DAMAGES \$
Rick Westman	04/06/2020	\$542,300 (R)	\$503,900 (R)	\$38,400 (R)	\$38,400 (R)	\$0

The following CURRENT DETERMINATION(s) OF VALUE has been made on subject property:

REVIEW APPRAISER	DATE OF CURRENT DV	BEFORE VALUE	AFTER VALUE	JUST COMPENSATION	ALLOCATION \$	
					TAKING \$	DAMAGES \$
John W. Arney, MAI	07/17/2020	\$542,300 (R)	\$503,900 (R)	\$38,400 (R)	\$38,400 (R)	\$0

At your request and authorization I have prepared an analysis of the appraisal report prepared on the above referenced property by Rick Westman of Epic Land Solutions, Inc. A narrative appraisal report was completed for you on behalf of the City of Edgewood for the proposed acquisition and easement of a portion of the North Hill Dental LLC property located at 2511 Meridian Avenue E., Edgewood, WA for the above referenced project.

The current updated appraisal report was completed on July 14, 2020 with a valuation date of April 6, 2020. As of the date of appraisal and the date of this review any future impacts of the COVID-19 pandemic on real property values has not yet manifested in the marketplace. This appraisal was received in Review on July 14, 2020. The appraisal report was updated to include the value of the assumption of the sewer LID to the subject property.

My conclusions are contained in the following review report. This review report conforms to Standard 3 of the Uniform Standards of Professional Appraisal Practice, 2020-2021 Edition (USPAP), the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) and WSDOT guidelines. In addition, the service provided conforms to the Code of Ethics of the Appraisal Institute. The conclusions contained within are limited to the client, HDR and WSDOT who are considered to be the only intended user of these opinions and conclusions.

SCOPE OF REVIEW ASSIGNMENT

This review report is prepared to determine the reasonableness of the appraisal report's methodology, analysis and conclusions considering the Uniform Standards of Professional Appraisal Practice (USPAP), 2020/2021 Version, the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) and Washington State Department of Transportation Appraisal Guide and if it was acceptable to fulfill its intended purpose.

The review conducted is identified as a "desk review" which did not include an exterior inspection of the subject property and the comparable sales. The review consisted of a careful reading of the appraisal report, including an examination of the information, methodology and analysis and for compliance with USPAP, USFLA and WSDOT Appraisal Guide. As part of the review I also checked mathematical calculation and their consistency with the text. However, I did not independently check any of the facts contained in the appraisal report, unless specifically identified in this review report, and the information, as presented, was assumed to be accurate. Furthermore, I did not re-verify the market data which was used in the analysis. This appraisal review provides a determination as to the reasonableness of the appraisal's methodology, analysis and conclusions. Additionally, I developed an independent opinion as to whether the analysis, opinions and conclusions are appropriate and credible. I am qualified by education and experience to perform this appraisal review competently.

Property Overview:

The subject property consists of an improved rectangular-shaped larger parcel consisting of a single tax parcel containing a site area of 42,560 square feet. The subject parcel is Pierce County Tax Parcel # 042010-3-031. It is located downtown Edgewood on Meridian Avenue E. its major north/south arterial in an area of mixed-use development including commercial retail and service uses, single family residences and multi-family residential including several newer multifamily developments. The vacant site is mostly level to slightly sloping at and above the grade of the fronting street. The site is serviced by all typical public utilities. It is improved with an 2,598 square foot office building that is currently used as a dental clinic.

According to the current zoning map, the subject is zoned TC, a Town Center zoning designation by the City of Edgewood allowing pedestrian oriented mix of single and multi-story buildings consisting of retail, multifamily, senior housing and civic uses. The highest and best use of the property as vacant would be for the development of a commercial development, most likely a multi-family development, as allowed by the current zoning. The highest and best use of the property as improved is for a continuation of its existing use on an interim basis until it becomes economically feasible to redevelop.

Appraisal Overview:

The appraisal problem is to evaluate the impact of the permanent acquisition and temporary construction easement (TCE) of a portion of the subject parcel for new sidewalk construction along a 300-foot section of Meridian Avenue E. to connect a gap between the existing sidewalks to the north and south.

In the appraisal report the client and intended users are adequately defined. The definition of market value used by the appraisers is from the UASFLA, and suitable for the intended use of the appraisal. The appraiser has developed an adequate scope of work for the subject property appraisal, and reported it in conformance with the requirements of the current edition of the USPAP and also conforms to WSDOT requirements.

The descriptions of the project, area market data, neighborhood, the subject property and its sales history, Highest and Best Use analysis, as well as the subject pictures and exhibits, including the comparable data sheets and location maps, are all considered appropriate and adequate. Discussion of the appraisal problem, the appraisal process, and the steps involved in developing the comparable data, and conclusion as to scope of work of the appraisal is also adequate. The appraiser's certification appropriately cites compliance with UASFLA, as well as USPAP, and other standard certification disclosure requirements.

Additionally the Assumptions and Limiting Conditions are also adequate and appropriate for the appraisal and the supplemental data in the Addenda including the zoning information appraiser licenses, qualifications and certifications are adequate, included at the end of the report.

Valuation Overview:

The proposed project requires a fee acquisition of 2,150 square feet consisting of a strip of land along the west property line. Additionally, a temporary construction easement (TCE), calculated at 1,209 square feet, for a 12-month period will also be required. The TCE is needed for the purpose of constructing the new sidewalk. Improvements within the acquisition area that will be acquired are about 1,000 square feet of asphalt paving, 65 linear feet of concrete curbing and a sign. The primary building improvements will not be physically impacted by the acquisition and easement.

Since the subject's primary building improvements will not be affected by the proposed acquisition and easements only the sales comparison approach to value was utilized to estimate the Before and After values of the subject property.

In the Land Sales Comparison Approach the appraisal presents four comparable sales for analysis. These four closed sales occurred between February and September 2018. These four comparable sales range in size from 20,625 to 52,339 square feet indicating unadjusted unit values ranging from \$9.55 to \$13.92 per square foot. These sales were then adjusted for improving market conditions and differences in physical characteristics to provide a concluded site value indication of \$12.50 per square foot for the subject's 42,560 square feet of site area, or \$532,000 (R).

The contributory value of the site improvements to be acquired was estimated by using the *Marshall Valuation Service* cost manual. From this manual the total replacement value of the site improvements was estimated at \$10,300. Adding the value of the site improvements to the estimated site value of \$532,000 indicates a total value of the subject property of \$542,300 in the Before Condition.

In the After condition, The Project will result in a permanent change to the property rights. After the acquisition, the subject will be 2,150 square feet smaller due to the acquisition and also encumbered by a temporary construction easement (TCE) for a 12-month period affecting an additional 1,209 square feet. The TCE area will be restored to its original condition, or better, upon completion of the construction period.

In the After Condition the same unit value was applied to the Remainder of the subject site with the deduction for the temporary construction easement. The TCE area will consist of a portion of the site area on the east side of the acquisition area. The easement period is estimated to begin in June 2020 on mutual execution and terminates when the construction would be completed in 12 months, or until completion of restoration of the easement area, whichever occurs first. For the purposes of this appraisal it was assumed that the easement will run for the full term, expiring 12months after its execution date.

In order to determine the fair market rental value for the TCE area Rates-of-Return were analyzed from various agencies indicating rates ranging from 6% and 10% supporting the concluded rate-or-return of 8% annually used in this analysis. This rate-of-return is applied to the TCE area of 1,209 square feet at the concluded value \$12.50 per square foot indicating an annual lease rate of \$1,209 ($1,209 \times \$12.50 \times 8\%$).

Additionally, there is no personal property associated with the impacted areas of the subject property. Furthermore, it is concluded that there is no supportable basis for damages or for special benefits as a result of the proposed project.

ALLOCATION OF JUST COMPENSATION

Acquisition:

Land

Parcel Fee Acquisition		\$26,875
Permanent Easement	N/A	\$0
TCE		\$ 1,209
Total Land		\$28,100 (R)

Improvements

Bldg. (if any)	\$0
Site	\$10,300

Total Imps	\$10,300
Total Acquisition	\$38,400 (R)
Damages (Cost to Cure)	\$0
Special Benefits (None)	\$(0)
Total Compensation	\$38,400(R)

In general, the appraisal uses the correct methods and techniques. The market conclusions are reasonable and fit the evidence. The cost and income approaches were not applied as this is a land valuation problem. This review is subject to the following "SALIENT INFORMATION" and "ASSUMPTIONS AND LIMITING CONDITIONS".

REVIEWER'S DETERMINATION OF VALUE (This Review):

VALUE BEFORE ACQUISITION	_ \$542,300 (R)
VALUE AFTER ACQUISITION	\$503,900 (R)
JUST COMPENSATION	_ \$38,400 (R)

Reviewer's allocation of just compensation:

Acquisition	\$38,400 (R)
Damages	\$0
AS OF	04/06/2020
	(Date)

APPRAISAL REVIEW SALIENT INFORMATION

Property Rights Appraised: Unless specified otherwise in this review, the property rights appraised constitute the fee simple interest.

Date of Value: The effective date of the value opinion for the property in this review is 04/06/2020.

Competency of this Review: The Reviewer has both knowledge and experience to competently perform this review. The reviewer is approved by the Washington State Transportation Department (WSDOT) to perform fee appraisal reviews.

Purpose of Review: Overall the purpose of the review is to estimate the total Just Compensation due the owner for the taking of privately owned real property for the public project identified. The purpose of this review is also to evaluate the adequacy of the appraisal report, including its scope, methods, accuracy and reasonableness and to comment on the conclusions for use in acquisition negotiations. The report has also been reviewed for conformity to USPAP standards.

Each appraisal review shall offer an opinion as to whether or not the analysis, opinion and conclusions in the Appraisal Report are appropriate and reasonable. If the reviewer is unable to recommend approval of the appraisal report, the reviewer shall seek necessary corrections and revisions to be made by the Appraiser. In the event that the Reviewer and the Appraiser are unable to agree on acceptable corrections and/or revisions, the Reviewer shall provide substantiation and documentation for the Reviewer's valuation in accordance with recognized appraisal standards.

Use of this Review: To estimate the market value due the owner and to establish the first offer amount to be made to the owner by the acquiring public agency.

Definition of Larger Parcel: The Larger Parcel" is that property that has Unity of Use, Unity of Ownership and Contiguity.

Definition of Fair Market Value: "Fair Market Value" is the amount in cash that a well-informed buyer, willing but not obliged to sell it would accept, taking into consideration all uses to which the property is adapted and might in reason be applied. (Washington Pattern Instruction 150.08)

Definition of Cash Equivalent: A price in terms of cash (money) as distinguished from a price which is expressed all or partly in terms of the face amount of notes or other securities which cannot be sold at their face amount. Market data in this review are compared to the subject on an all cash basis to satisfy the definition of Fair Market Value.

Scope of Review:

The scope of this review included the following procedures:

1. Reading and analyzing the appraisal report;
2. Checking quality and appropriateness of market data in the appraisal report;
3. Checking for omitted data or techniques;
4. Checking reasonableness of analysis, adjustments and conclusions;
5. Checking for conformity to USPAP standards;
6. Checking mathematics for accuracy;
7. Reconciliation of discrepancies and errors identified with the appraiser;

Unless otherwise stated above, the Income and Cost Approaches to value were not employed in this review because the Sales Comparison Approach is sufficient to solve the subject appraisal problem.

CERTIFICATE OF REVIEW APPRAISER

I certify that, to the best of my knowledge and belief:

- The facts and data reported by the reviewer and used in the review process are true and correct.
- I have both the experience and the knowledge to perform this appraisal review competently.
- The analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- I have not performed any professional services with respect to the property that is the subject of this assignment in the previous three-year period.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
- My analyses, opinions, and conclusions were developed, and this appraisal has been prepared, in conformity with the appropriate state and federal laws, regulations, policies, and procedures applicable to the appraisal right-of-way for such purposes.
- I have not made a personal inspection of the subject property of the work under review.
- No one provided significant appraisal, appraisal review, or appraisal consulting assistance to the person signing this certification.
- I further certify that if this determination is to be used in conjunction with the Federal Aid Highway Project, none of the approved just compensation is ineligible for federal reimbursement.

Completed by:



John W. Arney, MAI

Washington Certified General Appraiser 1100473

Date: July 17, 2020

ACQUIRING AGENCY CONCURRENCE AND AUTHORIZATION FOR PAYMENT OF JUST COMPENSATION:

The administrator of this program does hereby indicate concurrence with the above certification and does authorize further action by its agent to proceed according to established procedures with the acquisition of the property.

(Date) _____ (Authorized Agency Signature) _____

APPRAISAL REVIEW ASSUMPTIONS & LIMITING CONDITIONS

This review is made expressly subject to the conditions and stipulations following:

- 1 It is assumed that the legal description contained in this appraisal under review is correct. No responsibility is assumed for matters which are legal in nature, nor is any opinion on the title rendered herewith. This review report assumes good title, responsible ownership and competent management. Any liens or encumbrances which may now exist have been disregarded and the property has been analyzed as though free of indebtedness unless otherwise stated.
- 2 Any plot plans, sketches, drawings or other exhibits contained in the report under review are assumed to be correct. I have made no survey for this report under review and assume no responsibility for such.
- 3 Unless otherwise noted herein, it is assumed that there are no encroachments, zoning or other violations of any regulations affecting the subject property that were not clearly disclosed in the appraisal under review.
- 4 Except as noted, this review assumes the land to be free of adverse soil conditions which would prohibit development of the property to its highest and best use.
- 5 The reviewer assumes no liability for structural conditions not visible through ordinary, careful inspection or a review of the plans and specifications, if the inspection is proposed. The reviewer has made no inspection for toxic or carcinogenic materials, nor has he detected any subsurface problems or hazardous waste conditions. The reviewer is not qualified to detect such substances. An expert in this field should be retained if desired.
- 6 It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is specified, defined and considered in this review
- 7 Disclosure of the contents of this review report is governed by the bylaws and regulations of The Uniform Standards of Professional Practice.
- 8 Neither all nor any part of the contents of this review report, especially any conclusions as to value, the identity of the appraiser or the firm which he/she is connected, or any reference to any organization or license shall be disseminated to the public through the advertising media, public relations media, news media, sales media or any other public means of communication without prior written concept and approval of the analyst.
- 9 This review shall be used only in its entirety with the original appraisal under review and no part shall be used in conjunction with any other study and is invalid if so used.
- 10 Employment to perform this review does not require testimony in court, unless mutually satisfactory arrangements are made in advance.
- 11 The liability of the reviewer, employees and subcontractors is limited to the client only. There is no accountability, obligation, or liability to any other party. If this review is placed in the hands of anyone else but the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The reviewer is in no way responsible for any costs incurred to discover or correct any deficiencies in the properties.

12 Neither all, nor any part of the content of this review report, or copy thereof (including conclusions as to property value, the identity of the appraiser, professional licenses, reference to any affiliation with professional organizations, or the firm with which the appraiser is connected), shall be used for any purpose by anyone but the client specified in the report, the borrower if the appraisal fee paid by the same, the mortgage or its successors and assigns, mortgage insurers, consultants, professional appraisal organizations, any state or federally approved financial institution, any department, agency, or District of Columbia, without the written consent of the review appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news media or sales without the written consent and approval of the review appraiser.

13 Information, estimates, and opinions furnished to the reviewer and contained in the report were obtained from sources considered to be reliable and believed to be true and correct. However, the reviewer can assume no responsibility for accuracy of such items furnished to the reviewer.

14 It is assumed that the public project which is the object of this review will be constructed in the manner proposed in the reasonably foreseeable future.

15 Acceptance and/or use of this review constitutes acceptance of the foregoing assumptions and limiting conditions.

Epic Land Solutions, Inc.

**WSDOT Narrative Appraisal Report
of a
Partial Fee Acquisition
and a
Temporary Construction Easement
on the North Hill Dental/McIntosh property located at
2511 Meridian Avenue E
Edgewood, Washington 98371**

prepared for

**Jeremy Metzler, P.E.
City of Edgewood Public Works Department
2224 104th Avenue East
Edgewood, WA 98372**

through

**Tani Stafford, P.E.
Gray & Osborne, Inc.
1130 Rainier Avenue South, Suite 300
Seattle, WA 98144**

by

**Rick Westman, Appraiser and Consultant
Epic Land Solutions, Inc.
2601 Airport Drive, Suite 115
Torrance, CA 90505**

ELS Job No. 0996-R Parcel 042010-3-031

WSDOT NARRATIVE APPRAISAL REPORT

Jeremy Metzler, P.E.
City of Edgewood
Department of Public Works
2224 104th Avenue East
Edgewood, WA 98372

Parcel No.: 042010-3-031
Owner: North Hill Dental LLC & Keavin McIntosh
Federal Aid No: N/A
Project: City of Edgewood, Sidewalk Gap Project-
Meridian Avenue & 24th Street E
Map Sheets: ROW02
Map Approval Date: N/A
Date of Last Revision: 9/6/2019

CERTIFICATE OF APPRAISER

We certify that to the best of our knowledge and belief:

- ◆ the statements of fact contained in this appraisal are true and correct;
- ◆ the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conclusions, and are our personal, unbiased professional analyses, opinions, and conclusions;
- ◆ We have performed no services as an appraiser or in any other capacity regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment;
- ◆ We have no present or prospective interest in the property that is the subject of this appraisal, and we have no personal interest or bias with respect to the parties involved;
- ◆ Our compensation is not contingent upon the reporting of a predetermined value or direction that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event;
- ◆ Our analyses, opinions, and conclusions were developed, and this appraisal has been prepared, in conformity with the Appraisal Foundation's *Uniform Standards of Professional Appraisal Practice* and the *Uniform Appraisal Standards for Federal Land Acquisitions* (except to the extent that the *Uniform Appraisal Standards for Federal Land Acquisitions* require invocation of USPAP's Jurisdictional Exception Rule, as described in Section D-1 of the *Uniform Appraisal Standards for Federal Land Acquisitions*);
- ◆ I, Rick Westman, Appraiser, and Consultant, have made a personal inspection of the exterior of the property that is the subject of this report. Mr. Westman has also made a personal inspection of the comparable land sales contained in the report Addenda;
- ◆ We have afforded the owner or a designated representative of the property that is the subject of this appraisal the opportunity to accompany us on the inspection of the property;
- ◆ James St Michell Jr has provided significant real property appraisal assistance to the person signing this report. Mr. St Michell participated in the data collection, inspection and report preparation;
- ◆ We have disregarded any increase in Fair Market Value caused by the proposed public improvement or its likelihood prior to the date of valuation. We have disregarded any decrease in Fair Market Value caused by the proposed public improvement or its likelihood prior to the date of valuation, except physical deterioration within the reasonable control of the owner;
- ◆ This appraisal has been made in conformity with the appropriate State and Federal laws and requirements, and complies with the contract between the agency and the appraiser;

The property has been appraised for its fair market value as though owned in fee simple, or as encumbered only by the existing easements as described in the title report dated 4/23/2019. A copy of the title report which includes descriptions of any encumbrances is included in the Addenda of this report.

The opinion of value expressed below is the result of and is subject to, the data and conditions described in detail in this report of 64 pages.

A personal inspection of the property that is the subject of this report was made on April 6, 2020.

The **Date of Value** for the property that is the subject of this appraisal is April 6, 2020, the date of the last inspection.

Per the FAIR MARKET VALUE definition herein, the value conclusions for the property that is the subject of this appraisal are on a cash basis and are:

MARKET VALUE BEFORE ACQUISITION	\$542,300
MARKET VALUE AFTER ACQUISITION	\$503,900
DIFFERENCE	\$38,400

Date of Assignment or Contract: April 14, 2020 Name: Rick Westman, Senior Appraiser
Date Signed: July 14, 2020 Signature: 
Washington State Certified General Real Estate Certification Number: 1100963

Date of Assignment or Contract: Name: _____
Date Signed: Signature: _____
Washington State Certified General Real Estate Certification Number: _____

DO NOT WRITE BELOW THIS LINE

Headquarters Service Center Date Stamp

Region Date Stamp

ASSIGNMENT SCOPE OF WORK

The client of this report is Epic Land Solutions, Inc., but is to be presented under the guidelines and conditions as if it were the Washington State Department of Transportation (WSDOT). Thus, wherever “WSDOT” is stated and inferred as client, it is understood that it is really “Epic Land Solutions, Inc.” WSDOT requires that, in addition to compliance with USPAP, this report must also meet the WSDOT Standards as set forth in the WSDOT R/W Manual Chapter 4, the WSDOT Appraisal Report Guide, and Federal Regulations as defined in 49 CFR part 24.

In the event of conflict or dispute in determining correct appraisal procedures that are not addressed in the standards noted above, the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book) will be the determining authority.

Under 49 CFR, WSDOT is required to take an active role in developing the scope of work. However, it is the ultimate responsibility of the appraiser to develop a complete Scope of Work and produce a credible appraisal report. The appraisers SCOPE of WORK is included in Section 5 of the report. The report must adhere to the WSDOT and Federal Standards as described above and the specific task assignment for this parcel. The task assignment is included in the Addenda of this report.

EMINENT DOMAIN APPRAISAL INFORMATION AND DEFINITIONS

The intended use of this appraisal is to provide information to the client (Epic Land Solutions, Inc.) and the intended user (the City of Edgewood) as a basis for acquiring the subject property as needed for the proposed project.

Unless stated otherwise in the report, the property rights appraised constitute the fee simple interest.

“Fair Market Value” is defined as: the amount in cash which a well-informed buyer, willing but not obliged to buy the property, would pay, and which a well-informed seller, willing but not obligated to sell it would accept, taking into consideration all uses to which the property is adapted and might in reason be applied (Washington Pattern Instruction 150.08).

The intended user of this report is primarily the City of Edgewood. Additionally, its funding partners may review the appraisal as part of their oversight activities. A copy of this report may be provided to the property owner as a courtesy and part of the good faith bargaining process. However, this does not imply that the property owner has standing as an intended user and is not authorized to publish or use the report for any other purpose.

Public Law 91-646 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) and Washington State RCW 8.26.180 both require that the owner or owner’s representative be given an opportunity to accompany the appraiser during the inspection of the property. “If the appraiser is advised that the property owner is represented by legal counsel, all owner contact and property inspections must be arranged through the owner’s attorney, unless the attorney specifically authorizes the appraiser to make direct contact with the owner.”

In condemnation, the larger parcel is the portion of a property that has unity of ownership, contiguity, and unity of use, the three conditions that establish the larger parcel for consideration of severance damages. This is also known as the “parent parcel”.

In this instance, the proposed acquisition area is identified as being within a portion of Pierce County Assessor’s Parcel No. 042010-3-031 which contains a total site area of 42,560 square feet per the project engineering records.

Extraordinary assumptions or hypothetical conditions include but may not be limited to the following:

State and Federal standards require the appraiser to disregard any decrease or increase in the fair market value of the subject caused by the project. The appraiser may cite the Jurisdictional Exception Rule to comply with this requirement which is found in RCW 8.26.180 and WAC 468-100-102 (2).

The after value is based on the assumption that the project has been constructed as proposed on the Right of Way plans as of the date of value.

The subject has been appraised as cleaned of environmental contaminants. However, apparent environmental hazards or contamination observed or discovered during the appraisal process must be noted in the report.

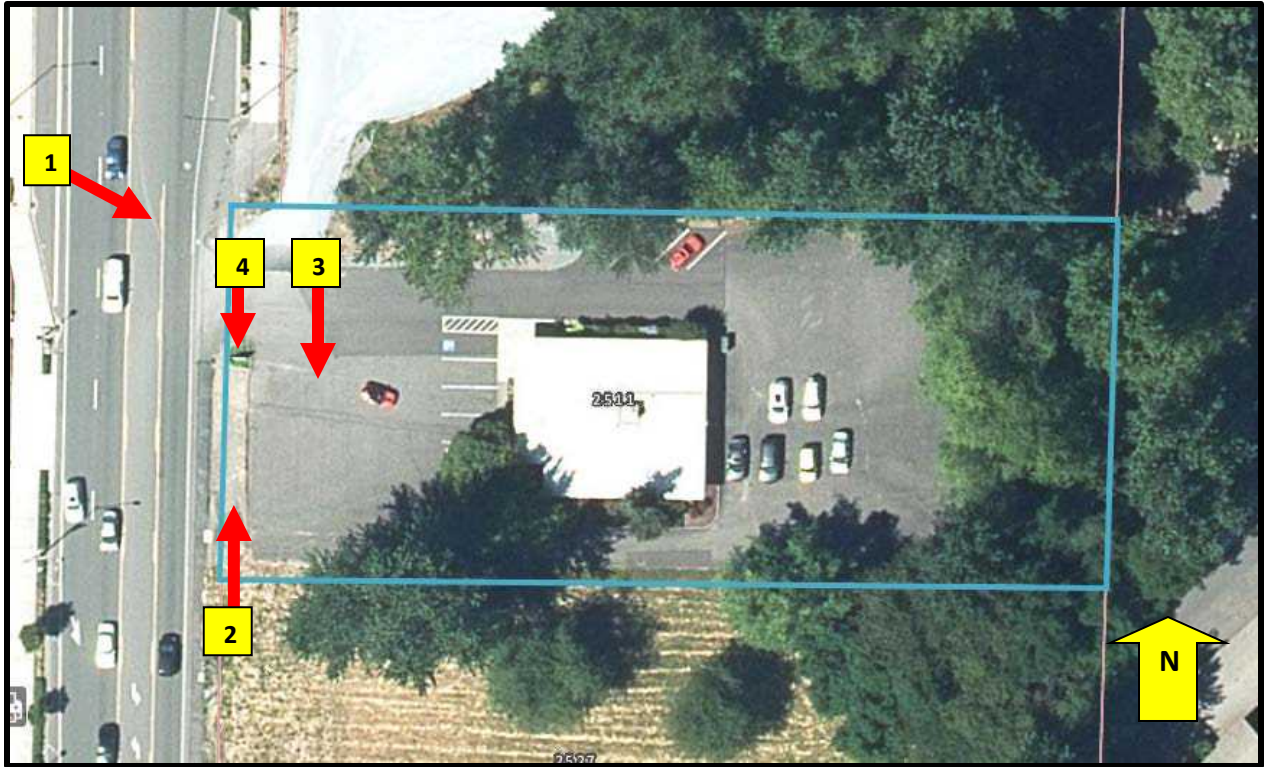
APPRAISAL ASSUMPTIONS AND LIMITING CONDITIONS

1. The property description supplied to the appraiser is assumed to be correct.
2. No survey of the property has been made by the appraiser, and no responsibility is assumed in connection with such matters. Illustrative material, including maps and plot plans, utilized in this report are included only to assist the reader in visualizing the property. Property dimensions and sizes are considered to be approximate.
3. No responsibility is assumed for matters of a legal nature affecting title to the property, nor is any opinion of title rendered. Property titles are assumed to be good and merchantable unless otherwise stated.
4. Information furnished by others is believed to be true, correct, and reliable. However, no responsibility for its accuracy is assumed by the appraiser.
5. All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless so specified within the report. The property is assumed to be under responsible, financially sound ownership and competent management.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render the property more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies which may be required to discover them.
7. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. However, the appraiser is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value conclusions in this report are predicated on the assumption that there are no such materials on or in the property that would cause a loss of value. No responsibility is assumed for any such conditions, or for the expertise required to discover them. The client is urged to retain an expert in this field if desired. The analysis and value conclusions in this report are null and void should any hazardous material be discovered.
8. It is assumed that if hazardous materials, substances or waste are known or suspected to exist that the property to be acquired will be delivered clean and free of any such hazardous materials, substances or waste, unless otherwise stated in the appraisal report. It is assumed that the grantor(s), or any party of interest, agrees to indemnify the acquiring agency and hold harmless the acquiring agency for any costs or liabilities associated with the removal or remediation of any hazardous substances that have been released, or otherwise come to be located on the site, during the grantor's ownership or operation of the site, including those that may have migrated from the site through water or soil to other properties. "Hazardous substances" shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. and the Washington Model Toxics Control Act, RCW 70.105.010 et seq.; and shall include gasoline and other petroleum products. "Costs" shall include but not be limited to all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and attorney fees and other litigation costs incurred in complying with state or federal environmental laws, which shall include but not be limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601; the Clean Water Act 33 U.S.C. Section 1251; the Clean Air Act 42 U.S.C. Section 7401; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901; and the Washington Model Toxics Control Act, RCW 70.105D.010. It is further assumed that the grantors shall retain any and all liabilities arising from the offsite disposal, handling, treatment, storage, or transportation of any hazardous substances, including petroleum products, removed from the site by the grantors or their employees or agents.
9. Unless otherwise stated in this report, no environmental impact studies were either requested or made in conjunction with this report. The appraiser reserves the right to alter, amend, revise, or rescind any opinions of value based upon any subsequent environmental impact studies, research, or investigation.
10. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is specified, defined, and considered in this report.
11. It is assumed that all applicable zoning and use regulations and restrictions have been complied with unless non-conformity has been specified, defined, and considered in this report.
12. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or federal governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate is based.
13. The appraiser will not be required to give testimony or appear in court because of having made this report unless arrangements have previously been made.
14. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the client without the written consent of the appraiser, and in any event, only with properly written qualification and only in its entirety. The client is authorized to share this report with the property owner and/or the property owner's counsel as a courtesy and as part of the good faith bargaining process. However, this does not imply that the property owner has standing as an intended user and the property owner is not authorized to publish or use the report for any other purpose.
15. Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of the appraiser. Nor shall the appraiser, client, firm, or professional organization of which the appraiser is a member be identified without the written consent of the appraiser.
16. The liability of the appraiser, employees, and subcontractors is limited to the client only. There is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser is in no way responsible for any costs incurred to discover or correct any deficiencies of the property.
17. It is assumed that the public project which is the object of this report will be constructed in the manner proposed on the most recent right of way plan prior to the appraisal date and in the foreseeable future.
18. Acceptance and/or use of this report constitutes acceptance of the foregoing assumptions and limiting conditions.

SUBJECT PLOT PLAN

Shown are the subject's, access frontages, improvement locations, acquisition area, "North arrow", camera location and direction for each of the exterior subject photos on the following pages.

Before Area: 42,560 SF	After Area: 40,410 SF	Fee Acquisition: 2,150 SF
Permanent Easement Acquisition: None	Temporary Easement Acquisition: 1,209 SF	
Limited Access/Access Notes:		



SUBJECT PHOTOGRAPHS

Date of Photos: April 6, 2020

Photographer: Rick Westman

Photos are numbered (1, 2, etc.) with camera location/direction of each photo shown on the Subject Plot Plan. Camera location is represented by an arrow pointing in the same direction as the camera lens).



1. Subject Parcel – View Northeast across Meridian Avenue E



2. View North from Subject Southwest Corner – Existing ROW-Pink, Acquisition Area-White, & TCE-Orange



3. View South from Subject Driveway – Acquisition Area-White & TCE-Orange



4. View South of Subject Sign – Acquisition Area Markings to Left (White)

NARRATIVE APPRAISAL REPORT

1. OWNER

Per the title report provided to us, interest in the subject property is vested in Mitchell G. Maughan and Ann L. Maughan, Trustees under the Maughan Family Living Trust, dated April 3, 2000. However, current ownership is North Hill Dental LLC & Keavin McIntosh, subject to the below referenced Contract of Sale:

A Contract of Sale and the terms and conditions thereof:

Seller:	Mitchell G. Maughan and Ann L. Maughan, Trustees of the Maughan Family Living Trust
Purchaser:	North Hill Dental LLC and Keavin McIntosh
Dated:	March 27, 2009
Recorded:	March 30, 2009
Recording No.:	200903300322
Excise Tax Receipt No.:	4209169, Dated: March 30, 2009

Determination of the Larger Parcel

WSDOT requires that acquired lands be considered and valued in context of a unitary holding (a whole), commonly referred to as the larger parcel. It should be noted that this is applicable in every appraisal conducted under WSDOT Standards. The Dictionary of Real Estate Appraisal, Fifth Edition published by the Appraisal Institute, defines the larger parcel as:

“...that tract or tracts of land which are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use.” Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use.”

Unity of Ownership: The subject property is a single tax parcel is currently under the ownership of North Hill Dental LLC & Keavin McIntosh, subject to the above-referenced Contract of Sale. Consequently, the subject property appraised, and legally described herein, passes the test of Unity of Ownership.

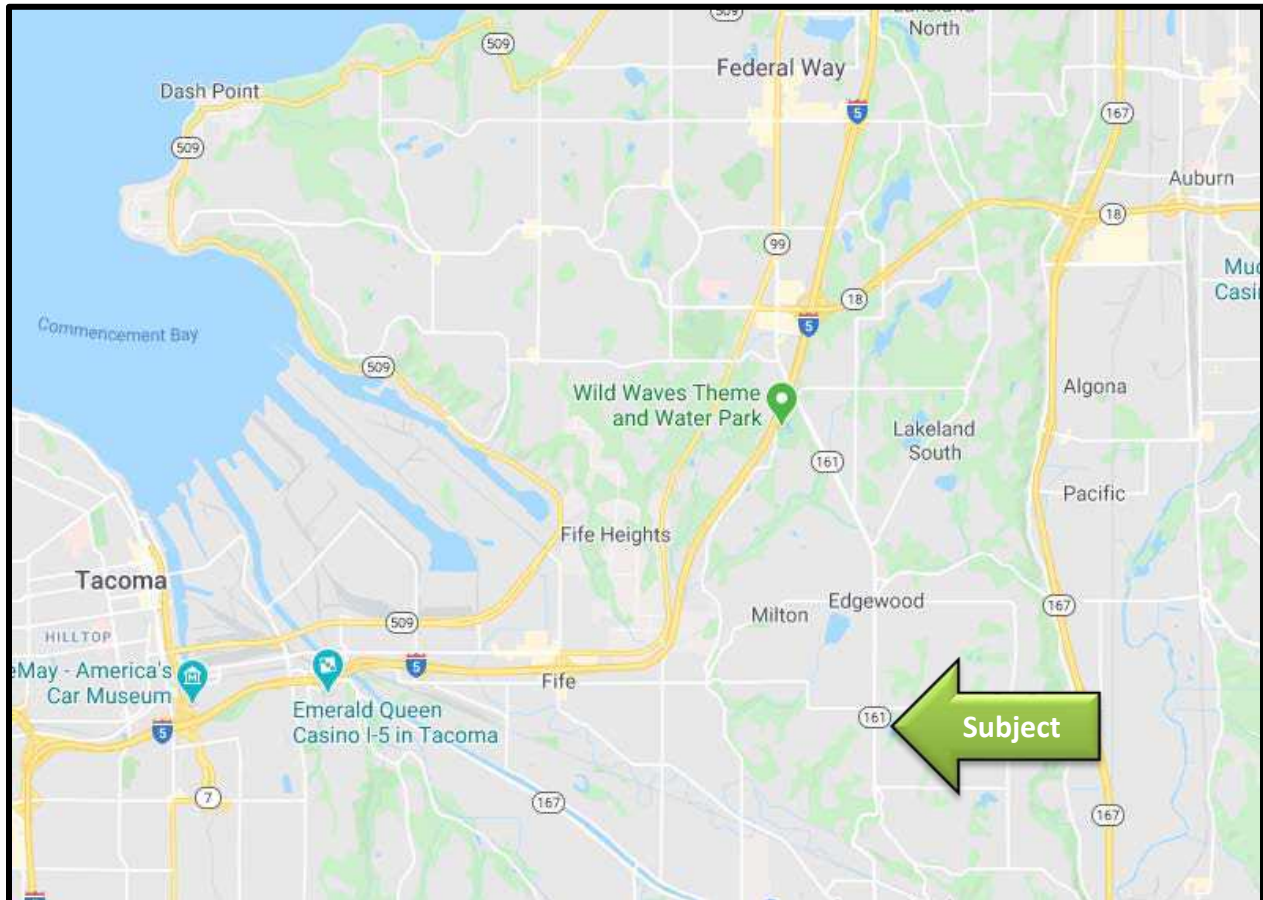
Contiguity: The 42,560 square foot (0.98 acre) site appraised is a single tax parcel that is improved with a 2,598 square foot commercial office building. The ownership owns no other properties adjacent to the parcel under appraisal. Hence the subject property appraised, and legally described herein, passes the test of Contiguity.

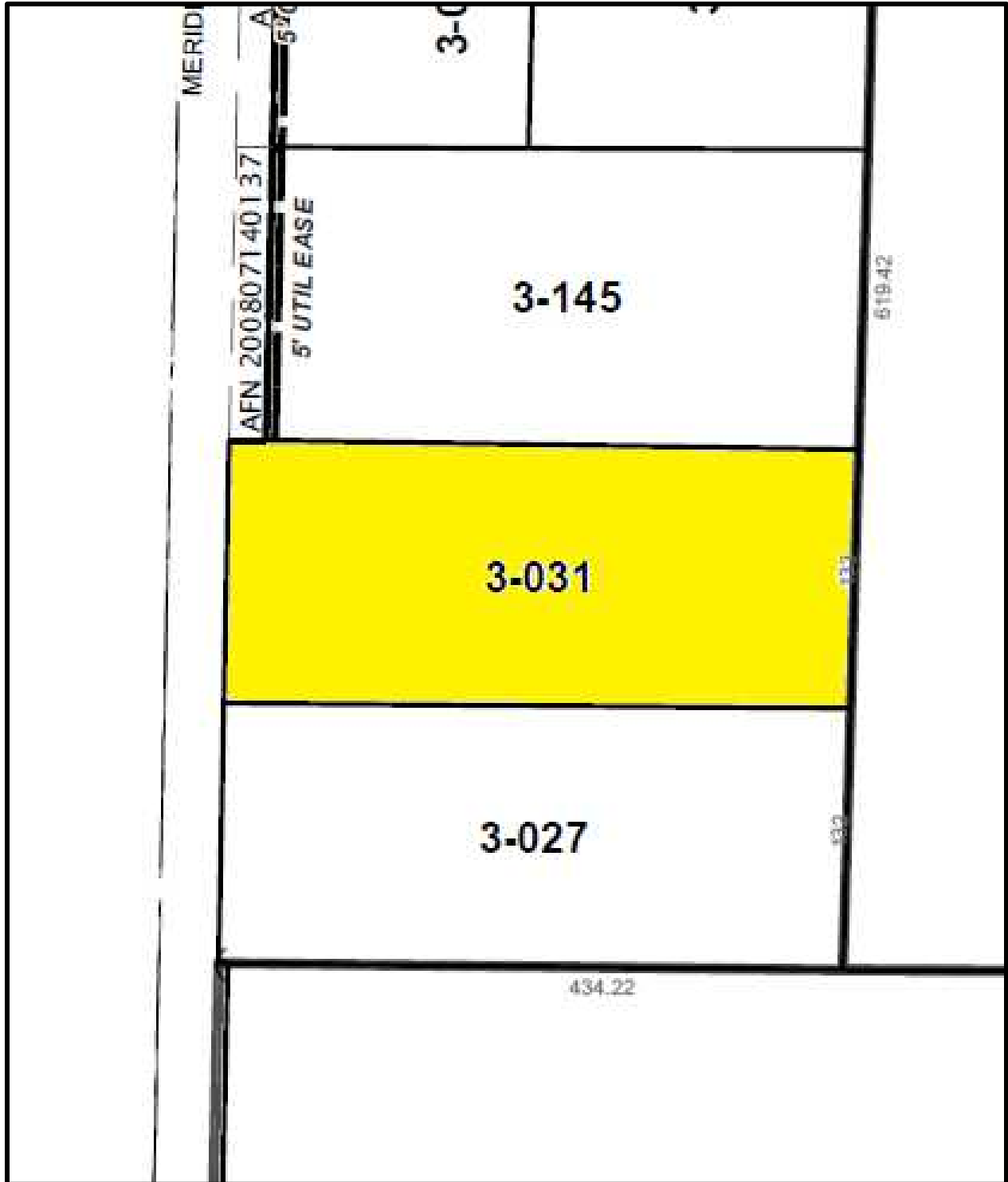
Unity of Highest and Best Use: The highest and best use of the subject parcel was determined to be the development of a multi-family project on the site. The current use maximizes the site’s potential and provides the greatest return to the owner of the property. Again, the ownership has no other properties near the parcel under appraisal that are interdependent. Hence the subject property appraised, legally described herein, passes the test of Unity of Highest and Best Use.

Considering the above, the subject property is considered to be the larger parcel for the purposes of this analysis.

2. LOCATION OF SUBJECT PROPERTY

The property is located within the City of Edgewood city limits just south of the intersection of Meridian Avenue E and 24th Street E. The address is 2511 Meridian Avenue E, Edgewood, Washington, 98371. The property is Pierce County tax parcel No. 042010-3-031. The site is improved with a 2,598 square foot commercial office building currently being used as a dental clinic.





Pierce County Parcel Map

3. LEGAL DESCRIPTION

Per the First American Title Insurance Company title report on the subject property (contained in the Addenda of this report), the legal description of the subject property is as follows:

Pierce County Parcel No.: 042010-3-031

The North 132.50 feet of the South 265 feet of the West half of the Northwest quarter of the Northwest quarter of the Southwest quarter of Section 10, Township 20 North, Range 4 East of the Willamette Meridian;

Except Meridian County Road on the West;

Situate in the City of Edgewood, County of Pierce, State of Washington.

4. DELINEATION OF TITLE (5 YEARS)

To the best of our knowledge, there has been no transfer of title within the last five years.

5. THE APPRAISAL PROBLEM AND APPRAISERS' SCOPE OF WORK:

The purpose of this appraisal is to estimate the value of the impact of the City of Edgewood Sidewalk Gap Project – Meridian Avenue & 24th Street E on the subject property. The City of Edgewood project is the construction of new sidewalk improvements along an approximate 300-foot section of Meridian Avenue E to connect the gap between existing sidewalks to the north and south (refer to the Right of Way Plan contained in the Addenda of this report).

To complete this project, 2,150 square feet of land along the westerly boundary of the subject property which fronts on Meridian Avenue E. is proposed to be acquired in fee by the City of Edgewood. The site is improved with a 2,598 square foot commercial office building which is unaffected by the acquisition.

The subject property will also be encumbered by a temporary construction easement that will contain 1,209 square feet.

As described in the following Section 6, the building improvements on the subject site are located outside the acquisition area and are unaffected by the project. Thus, we have valued only the underlying land comprising the subject site.

The problem to be solved with regard to this appraisal consists of two parts. The first is to estimate the fair market value of the subject site before its partial acquisition for right-of-way purposes. The second is to estimate the fair market value of the remainder, i.e. after the right-of-way partial acquisition. The difference between the two values is then analyzed to allocate the value of the property acquired plus any damages or special benefits to the remaining real property and property rights, resulting in an amount which is the total owner compensation to be paid to the property owner. Total owner compensation includes the value of the permanent acquisition (including any improvements within the acquisition area) plus the value of any temporary construction easement (TCE), the term of which would extend through the construction period.

There are no extraordinary assumptions or limiting conditions considered in our analysis, nor any encumbrances shown on the title report which have an effect on market value.

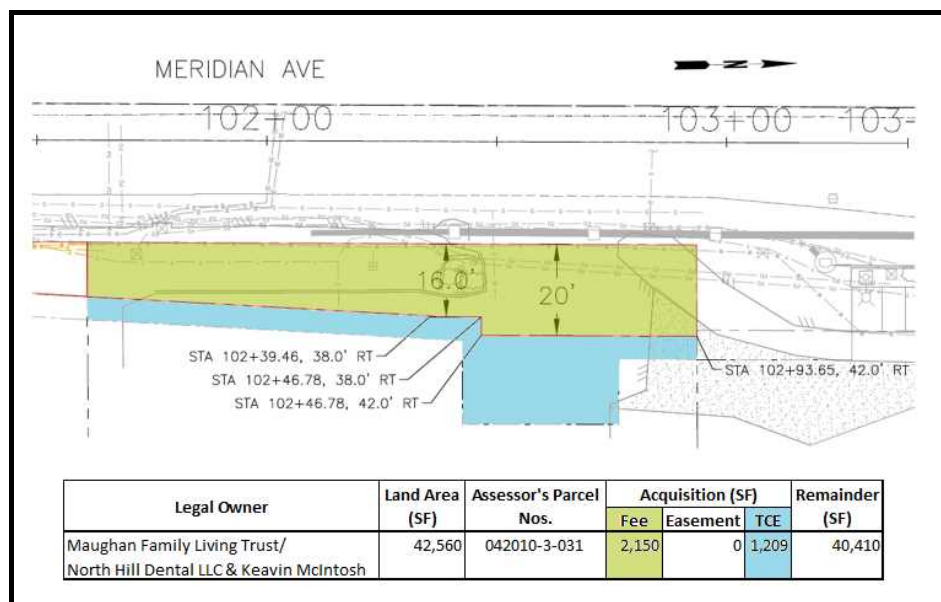
There are three basic, traditional approaches to the estimation of market value: the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. We considered all three approaches and have elected to use the Sales Comparison Approach to value the land comprising the subject property. In addition, elements of the Cost Approach have been used to estimate the value of the replacement cost of the improvements within the proposed partial acquisition area.

The scope of the investigation and analysis, as well as the geographical area and time span searched for market data, are as follows: The subject property was inspected and photographed. A data search for comparable land sales was accomplished using the NWMLS, Costar, CBA, and the Pierce County Assessor's office. The search period included the period of 2017 to the present and covered the Edgewood and adjacent market areas. Those sales deemed most comparable to the subject were used for comparison and relied upon to estimate the market value of the subject property. Each comparable sale property was inspected and photographed. Details regarding each sale transaction was confirmed with either the principals or realtors involved in the transaction, if possible.

It should be noted, that as of the date of this appraisal, any future impacts of the COVID-19 pandemic on real property values has not yet been manifested in the marketplace.

6. PROPERTY RIGHTS TO BE ACQUIRED+EFFECTS OF ACQUISITION/PROJECT

The property rights to be acquired in the subject property are fee simple and a temporary construction easement (TCE). This is a proposed partial fee acquisition of a portion of the westerly periphery of the subject property. The partial fee acquisition area totals 2,150 square feet of the overall 42,560 square foot (0.98 acre) site. The proposed temporary construction easement will total 1,209 square feet. The remainder site will total 40,410 square feet (0.93 acres), a reduction of approximately 5.1% of the current land area.



In the “Before” condition, the site contains 42,560 square feet and is improved with a 2,598 square foot commercial office building currently being used as a dental clinic. Much of the site area surrounding the building is covered by an asphalt parking lot. A wood post “North Hill Dental” sign is located along the south side of the driveway entrance near the northwest corner of the property. It appears that the subject property driveway is also being used for access by the neighboring parcel to the north (a drive-thru coffee stand), however, the title report does not indicate the existence of any access or use agreement. There are no curbs or sidewalks along the section of Meridian Avenue E which extends the length of the site’s western boundary.

In the “After” condition, the proposed acquisition will decrease the size of the parcel by 2,150 square feet along the site’s western boundary. The “North Hill Dental” sign and approximately 1,000 square feet of the asphalt parking lot will be acquired by the project. Access to the drive-thru coffee stand business to the north may be impacted. However, as stated above, the title report provided to us does not indicate the existence of any access or use agreement for the benefit of the neighboring property. There will be curbs and sidewalks installed along the section of Meridian Avenue E which extends the length of the site’s western boundary. The building improvements are unaffected by the acquisition and are therefore not considered in this analysis.

In our opinion, the subject will not incur damages as a result of the partial acquisition.

In addition to the fee acquisition, the city will also require a temporary construction easement on the property. During the construction period, 1,209 square feet of the site adjacent to the acquisition areas will be used for the construction of the Meridian Avenue Sidewalk Improvement Project and the staging of materials.

The temporary construction easement term will be for 12 months. The temporary construction easement will begin June 1, 2020, and end May 31, 2021. Both the beginning and end dates of the TCE are estimates that are dependent on multiple influences and issues well beyond the scope of the appraisal. Any significant variation in the timeline (beginning date, ending date or duration) may, however, require a reevaluation on the impacts of the TCE on the property.

Per Washington Pattern Instruction 150.06.02, which is as follows: *“Just compensation for temporary occupancy of property means the reasonable cost of restoring the property to a condition equally valuable as the condition before the occupancy, plus the fair market rental value of the occupied property for the term of the occupancy, plus any appropriate reduction in rent during the occupancy on contiguous property in the same ownership and devoted to the same use, plus any permanent loss in the value of the occupied property, or contiguous property in the same ownership and devoted to the same use, caused by the temporary occupancy.”*

The value of the temporary construction easement (TCE) is based on a rate of return paid on the value of the property within the easement area. At the conclusion of the project, the surface areas and site improvements within the TCE will be resurfaced and restored to a

condition similar to or better than their condition before the beginning of construction, unless otherwise noted.

7. DESCRIPTION OF SUBJECT PROPERTY

Neighborhood

The subject is located in downtown Edgewood along Meridian Avenue E. Meridian Avenue E is the major north/south arterial extending from 36th Street E northward through residential and commercial areas to Milton Way/8th Street E. Approximate neighborhood boundaries are Interstate 5 on the west, Valley Avenue E to the south, W Valley Highway E to the east and Milton Way/Jovita Boulevard E to the north.

The subject neighborhood is a heterogeneous mixture of existing single family residential, rapidly developing multi-family residential, and various commercial and retail uses. Recent new developments in the area include several multi-family developments to the north along Meridian Avenue E.

Subject Neighborhood



The major north/south traffic carrier in the subject neighborhood is Meridian Avenue E (on which the subject is located). The major east/west arterial is 24th Street E located approximately 2 blocks to the north. Interstate 5 is located approximately 3 miles west and State Route 167 is located approximately 3 miles east of the subject.

A. Present Use

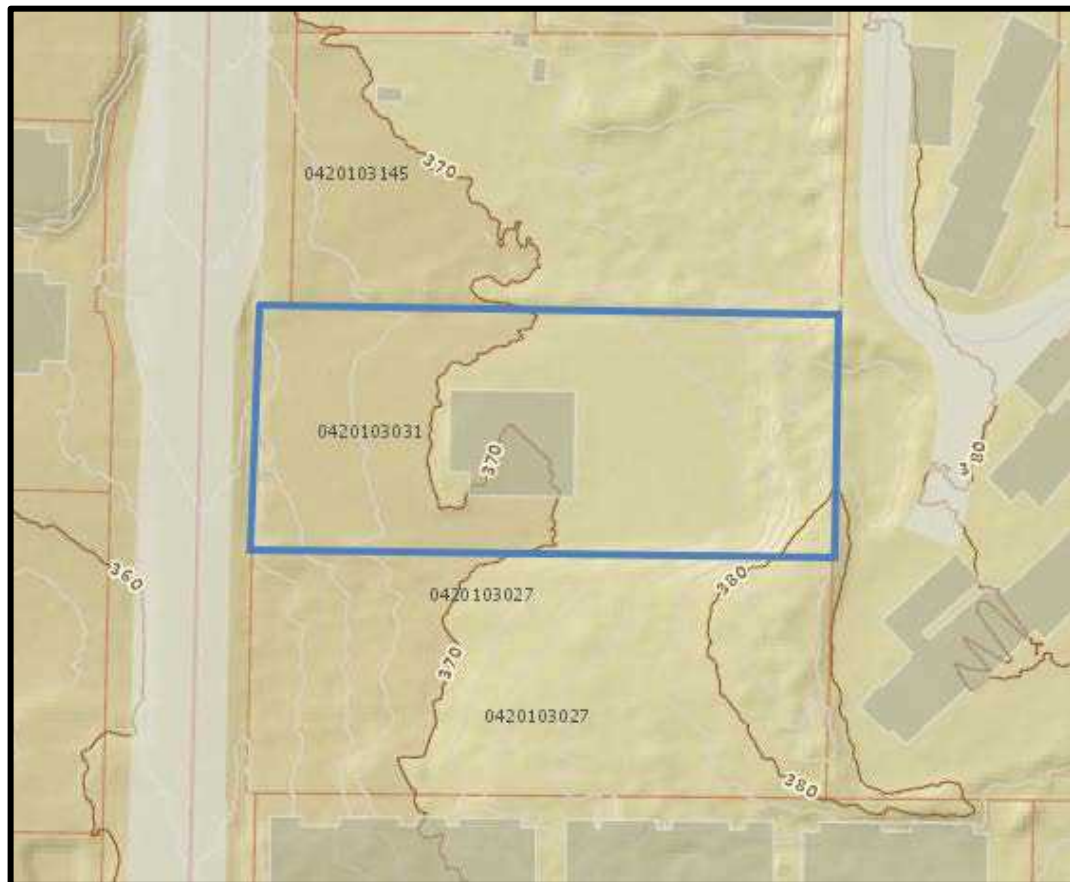
The subject site consists of a single tax parcel zoned Town Center (TC) and is currently improved with a 2,598 square foot commercial office building. The project will not affect the building improvements; therefore, this analysis will evaluate the underlying land value only.

B. Accessibility and Road Frontages

The subject property fronts on Meridian Avenue E. Vehicular and pedestrian access to the subject site is from Meridian Avenue E. There is currently no curb or sidewalk along the street frontage adjacent to the subject property.

C. Land Contour and Elevations

The subject site is relatively level and has an elevation of approximately 370 feet above sea level. Please see the topographic map below.



Topography Map

D. Land Area

The overall subject site totals 42,560 square feet, or 0.98 acres, per the project engineers and the Pierce County assessor's records.

E. Land Shape

The subject site is rectangular in shape and consists of one tax parcel. According to County records, the easterly and westerly boundaries measure approximately 133 feet, and the southerly and northerly boundaries measure approximately 320 feet.

F. Utilities

The subject property has access to utilities including municipal water and sewer.

G. Present Zoning

The subject site is currently zoned TC, Town Center by the City of Edgewood.



The subject parcel is indicated on the map above with a green star.

Per the City of Edgewood Land Use Code:

“18.80.080 Town Center, Commercial, Mixed Use Residential and Business Park zoning districts.

B. Purpose.

1. The Town Center (TC) zoning district is envisioned as the heart of Edgewood, reflecting a unique local character and rural roots. Borrowing from traditional town development patterns and forms, the TC is envisioned as the most walkable area of the city, with a mix of multistory and single story buildings framing the street and other public spaces. The TC zone accommodates a range of compatible uses emphasizing a variety of vertical and horizontal mixed use development, pedestrian-oriented retail, multifamily residential, senior housing and civic uses. The TC zone complements local traffic, bicycle, and pedestrian circulation and provides connectivity to public open spaces.”

H. Highest and Best Use of Land as if Vacant

The definition of highest and best use, according to *The Appraisal of Real Estate* (Fourteenth Edition, Appraisal Institute, 2013, p. 332) as “the reasonably probable use of the property that results in the highest value”. The highest and best use of both land as if vacant and property as improved must be legally permissible, physically possible, financially feasible, and maximally productive.

There are no known private or deed restrictions that affect the use of the subject site other than the following easement recorded in July of 1982, as mentioned in the title report:

Easement, including terms and provisions contained therein:	
Recording Information:	8207260224
In Favor of:	Safeway Stores, Incorporated
For:	A pressure line system
Affects:	North 10 feet of said premises

Please see the plat map above for further location data. The primary legal restrictions, as they apply to the subject, are the public restrictions of zoning. The subject is zoned “TC” (Town Center), whose primary purpose “is envisioned as the heart of Edgewood, reflecting a unique local character and rural roots. Borrowing from traditional town development patterns and forms, the TC is envisioned as the most walkable area of the city, with a mix of multistory and single story buildings framing the street and other public spaces.” The site totals 42,560 square feet (0.98 acres). The topography is relatively level and at street grade. The soils appear stable, and no wetlands are apparent. As a result, it would be legally permissible and physically possible to construct the allowable uses under the TC zoning designation on the subject site.

Surrounding land uses immediately adjacent to the subject include multi-family residential and typical neighborhood commercial and retail uses. Given the location, zoning, and neighboring uses, plus the size of the subject site and the character of the

neighborhood, it is our opinion that development of the site for a multi-family residential use would in all likelihood optimize the return to the property; i.e. it would be a financially feasible use.

I. Improvements

The subject site is currently improved with a 2,598 square foot commercial office building located outside the acquisition area.

J. Specialty Items

Not applicable

K. Real Estate Taxes

The assessed value and taxes due in 2020 are as shown in the chart below.

ASSESSED VALUES AND TAXES DUE IN 2020				
Tax Parcel No.	AV Land	AV Improvements	Total	Taxes
042010-3-031	\$477,500	\$283,700	\$761,200	\$11,819.30

The real estate taxes represent approximately 1.6% of the assessed value.

L. Assessments Current and Pending

None known

M. Existing Lease or Rental Data:

None

N. Highest and Best Use of the Whole Property as Improved

The determination of the highest and best use of a property as improved is based on the future potential of the land and the existing improvements. The four alternatives to be concerned within this analysis are:

1. Whether to keep the property "as is".
2. Whether to demolish the property.
3. Whether to renovate the property.
4. Whether to convert the property to some other use.

The highest and best use as improved must meet the same four criteria as if vacant, i.e. the use must be physically possible, legally permissible, financially feasible, and resulting in the highest value.

The subject site is currently improved with a 2,598 square foot commercial office building. It is our opinion that the building improvements contribute only interim use value due to the site's size and multi-family development potential allowed under the

current zoning. Therefore, redevelopment of the site for multi-family use would in all likelihood optimize the return to the property.

8. APPROACHES TO VALUE

There are three accepted methods of evaluating all types of real property: the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. All three approaches are used when applicable. When sufficient information is not available, only those approaches or that approach containing the most information is used and/or relied upon.

Cost Approach

Per the Appraisal Institute, “the cost approach is based on the understanding that market participants relate value to cost. In the cost approach, the value of a property is derived by adding the estimated value of the site to the current cost of constructing a reproduction or replacement for the improvements and then subtracting the amount of depreciation (i.e. deterioration and obsolescence) in the structures from all causes. Entrepreneurial profit or incentive may be included in the value indication.”

Sales Comparison Approach

Per the Appraisal Institute, “the sales comparison approach is most useful when a number of similar properties have recently been sold or are currently for sale in the subject property’s market. Using this approach, an appraiser produces a value indication by comparing the subject property with similar (i.e., comparable) properties. The sale prices of the properties that are judged to be most comparable tend to indicate a range in which the value indication for the subject property will fall. The appraiser develops indications of the degree of similarity or difference between the subject property and the comparable sales by considering various elements of comparison.”

Income Capitalization Approach

Per the Appraisal Institute, “in the income capitalization approach, the present value of the future benefits of property ownership is measured. A property’s income and resale value upon reversion may be capitalized into a current, lump-sum value. There are two methods of income capitalization: direct capitalization and yield capitalization. In direct capitalization, the relationship between one year’s income and value is reflected in either a capitalization rate or an income multiplier. In yield capitalization, the relationship between several years’ stabilized income and a reversionary value at the end of a designated period is reflected in a yield rate. The most common application of yield capitalization is discounted cash flow analysis.” The appraisers must research market rents and typical operating expenses (which are then compared to those of the subject, if known), along with the appropriate rate of return (i.e., the capitalization rate and/or the discount rate) on the investment based on acceptable rates of return for similar properties.

Approaches to Value Used

All three approaches to value were considered in estimating the market value of the subject property. Although considered, we do not feel that the Cost Approach or the Income Capitalization Approach is applicable to the valuation of the subject property, given that we are valuing only the land. Therefore, we have relied upon the Sales Comparison approach. However, we have used elements of the Cost Approach to estimate the value of the improvements located within the partial fee acquisition area.

9. VALUATION BEFORE

A. SITE ANALYSIS AND VALUATION

(1) SALES COMPARISON APPROACH

In the Sales Comparison Approach, the value of a property is estimated by comparing it with similar properties in its market area. Recent sales of similar and competing properties are selected for comparison with the subject property. An appropriate unit of comparison is determined, and adjustments are made to each comparable sale in order to account for value differences between these properties and the subject. The result of appropriate adjustments applied to sales of comparable properties should be a relatively narrow indicated value range.

In this case, we have utilized the price per square foot as our primary unit of comparison.

(a) Scope of Data Search

A search for similar land sales in Edgewood and adjacent markets dating from January 2017 through March 2020 was conducted. Given the neighborhood in which the subject is located, where many multi-family development sites have been sold, our extensive search resulted in four reasonably comparable sales, the sale dates of which range from February 2018 to September 2018. Those four sales were the most recent sales we found with the most similarity to the subject.

Two additional sales (assemblage of adjacent sites) closing in December of 2019 were also considered but ultimately not used in the sales comparison analysis. The purchaser, a developer, has plans to develop the properties with an apartment project that will contain approximately 560-units. Due to their much larger site sizes, the sales prices per square foot of the two sites were significantly lower than the enumerated sales (approximately \$5.50 to \$6.50 per square foot).

After being inspected, confirmed, and analyzed for their applicability and comparability with the subject, the sales presented below provide a reasonable indication of value for the subject site by the Sales Comparison Approach. The selected land sales are detailed in the Addenda of this report.

(b) General Discussion

The subject property consists of a 42,560 square foot site that is zoned TC - Town Center. We searched multi-family development land sales in the Edgewood market areas that are as similar as possible to the subject in size, location, and utility. Ultimately, we chose four comparable sales for comparison purposes. The sales are all located within 0.2 miles of the subject property. Each of the selected sales is summarized in the Summary of Land Sales Chart below, followed by a brief narrative discussion and comparison to the subject. After applying adjustments for the various locational and physical differences each sale provided an indication of value for the subject property. Collectively, the sales provide the basis for our conclusions and value estimate.

(c) Comparative Analysis

The most widely recognized and market-oriented unit of comparison for multi-family development land is the price per unit. In this case, however, due to the similar zoning between the subject and sale properties, we have utilized the price per square foot as our primary unit of comparison.

Adjustments

The limited number of sales in the subject's immediate area and lack of uniformity within this market prevent direct extraction of reliable paired-sale adjustments from the marketplace. Any attempt to apply paired-sales adjustments is somewhat subjective and unreliable. Therefore, a qualitative analysis has been conducted via a general bracketing analysis reflecting market behavior is utilized to determine which comparable sales are generally superior or inferior to the subject site. This analysis establishes value parameters for the subject, allowing for a final conclusion of value. A brief discussion of the various adjustments applied to the comparable sales is presented below:

Property Rights – The property rights conveyed for all of the comparable sales are fee simple, which is the basis of value for the subject. Therefore, no adjustments for property rights conveyed are necessary.

Financing – All of the sales involved are based on all-cash sales terms. Based on the market evidence and market standards, no adjustment for financing is applied to any of the transactions.

Conditions of Sale – All of the transactions appear to represent arm's-length transactions and are free from any non-market influences; therefore, no adjustments for conditions of sale are warranted.

Demolition Costs or Contributory Value of Improvements – This adjustment is for the contributory value of any on-site improvements or demolition cost necessary before redevelopment. In this case, only Sale No. 1 was adjusted upward due to the buyer (City of Edgewood) assuming a sewer LID assessment at additional cost to the site.

Market Conditions – The transactions occurred between February 2018 and September 2018 and are considered the most recent comparable land sales available. Based on conversations with a number of realtors, buyers and sellers familiar with the Edgewood market area, there has

been a consistent demand for multi-family land due to improving economic conditions. Comparisons of similar sale properties over time supports this conclusion. Consequently, modest upward adjustments for market conditions (time) are applied to the comparable sales.

Location – All of the sales are located nearby the subject (within 0.2 miles), and no adjustments for location are warranted.

Size – The subject's site size is 42,560 square feet. The sales range from the smallest at 20,625 square feet to the largest at 52,339 square feet. The sales have an average size of approximately 38,058 square feet. The sales bracket the subject property in size and provide the best indication of value available. Generally, larger sites typically sell for lower per-unit values than smaller sites, and smaller sites typically sell for higher per-unit values than larger sites. To isolate a size factor for adjustment requires sales of properties that are similar in all respects except size. This type of sales data is not readily available for the type of property being appraised. However, there is market evidence that such a relationship exists. In actual practice, the size difference is considered by buyers and sellers, along with other value influences in reaching a final price. As long as two parcels being compared have similar utility, size is one of the factors that can affect the price and must be considered. From other sales data that has been analyzed, it is evident that differences in size indicate a corresponding difference in price, though not always proportional. In this case, Sale No. 1 was adjusted downward due to its smaller overall size.

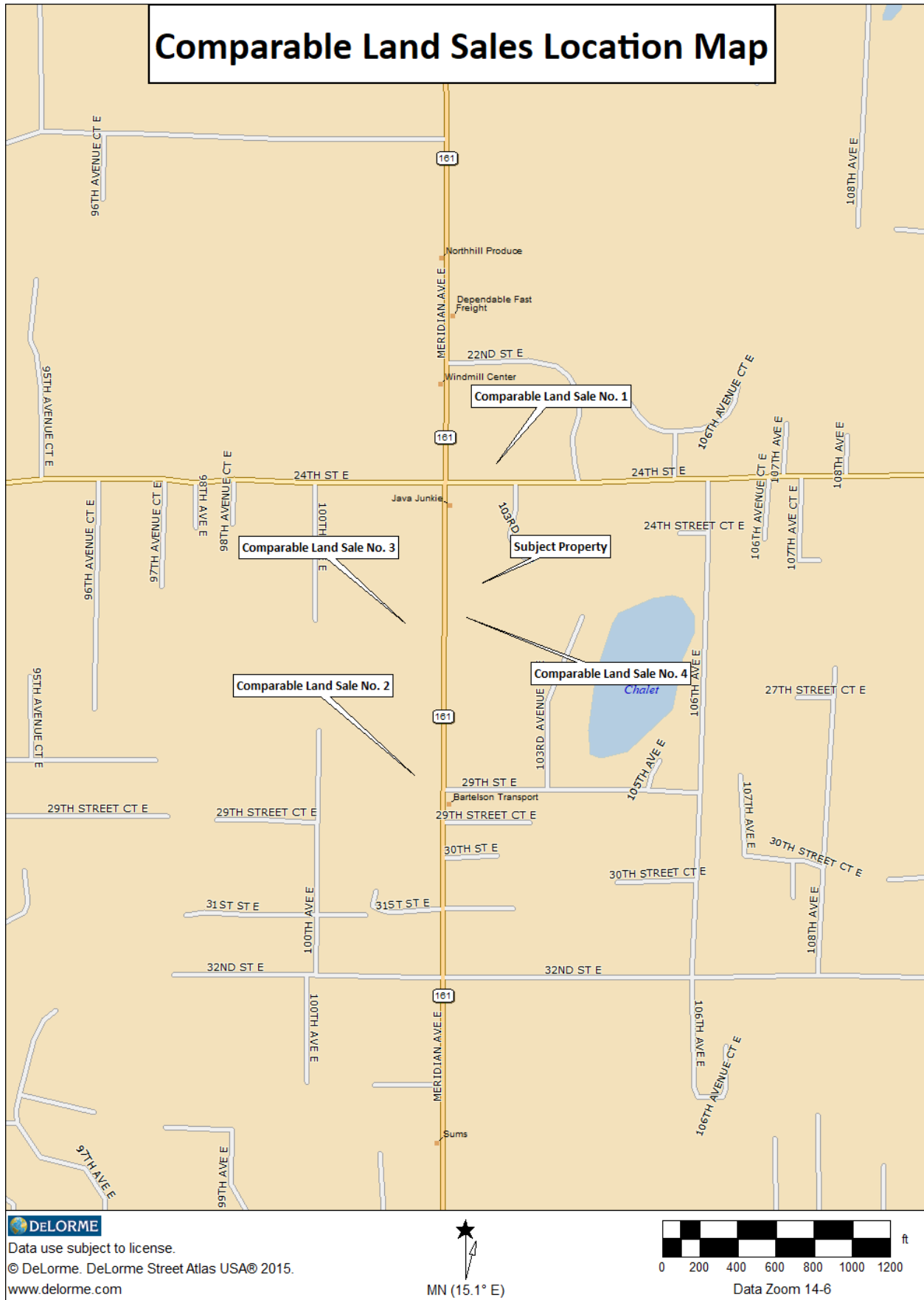
Topography – All of the sales are reasonably level and considered mostly similar in topography to the subject and thus require no adjustments for this factor.

Configuration – The shape of a property can affect its development density and the type of improvements (buildings) that can be developed on that site. In this case, the subject site does not have a site configuration restrictive to development, and none of the sale properties have a restrictive configuration, requiring no adjustments for this factor.

Accessibility – The subject has adequate accessibility from Meridian Avenue E at its westerly boundary. Each of the sale properties has similar accessibility and require no adjustments for this factor.

Utility (Zoning density) – Each of the sale properties, apart from Sale No. 2, have the same zoning as the subject and require no adjustments for this factor. Sale No. 2 was adjusted upward due to its inferior zoning density and development potential.

Off-Site Development Costs – Each of the sale properties have similar locations, availability to utilities, and accessibility with similar development potential to the subject site and require no adjustments for this factor.



Summary of Comparable Land Sales Chart -- Before the Acquisition

<u>Location Data</u>	<u>Subject</u>	<u>Land Sale No. 1</u>	<u>Land Sale No. 2</u>	<u>Land Sale No. 3</u>	<u>Land Sale No. 4/Subject</u>
Address	2511 Meridian Ave. E	10215 24th St. E	2818 Meridian Ave. E	2520 Meridian Ave. E	2513 Meridian Ave. E
City	Edgewood	Edgewood	Edgewood	Edgewood	Edgewood
Proximity to Subject		2 blocks N	0.2 miles S	Across the street	Next parcel S
<u>Descriptive Data</u>					
Assessor Parcel No.	042010-3-031	042010-2-040	042009-8-023	042009-4-142	042010-3-027
Zoning	TC	TC	MUR	TC	TC
Topography	Level	Level	Level	Level	Level
Total Land Area (SF)	42,560	20,625	37,026	52,339	42,240
<u>Sales Data</u>					
Sale Date	N/A	September 14, 2018	March 19, 2018	February 2, 2018	February 14, 2018
Ex. Tax # or AF #	N/A	4479052	4461003	4457888	4458352
Financing	N/A	All Cash	All Cash	All Cash	All Cash
Sale Price	N/A	\$250,000	\$387,500	\$500,000	\$338,500
LID Assessment	N/A	\$37,000	\$40,239	\$0	\$75,172
Total Price	N/A	\$287,000	\$427,739	\$500,000	\$413,672
Price/SF	N/A	\$13.92	\$11.55	\$9.55	\$9.79

Comparable Land Sale No. 1 (\$250,000 + \$37,000 = \$287,000 -- \$13.92/SF – 9/14/2018) consists of a 20,625 square foot rectangularly shaped site located 2 blocks north of the subject at 10215 24th Street E in Edgewood. The site is level and is at street grade. All utilities are available to the site. The property is zoned TC (Town Center) by the City of Edgewood. The property was on the market for several months with a listing price of \$349,995 before ultimately being purchased by the City of Edgewood for \$250,000. The City confirms an arm's length transaction under no threat of eminent domain. In addition to the sale price, the city assumed a \$37,000 sewer LID assessment (which was paid by the purchaser after the closing).

Analysis: An upward adjustment is applied for improving market conditions since the time of sale. A downward adjustment is applied for the higher price per unit reflected by the smaller overall site size. After these adjustments, this sale indicates a value for the subject slightly above \$13.50 per square foot.

Comparable Land Sale No. 2 (\$387,500 + \$40,239 = \$427,739 -- \$11.55/SF – 3/19/2018) is a 37,026 square foot rectangularly shaped site located 0.2 miles south of the subject at 2818 Meridian Avenue E in Edgewood. The site is level, at street grade and has all utilities available. The property is zoned MUR (Mixed Use Residential) by the City of Edgewood. At the time of sale, the site was improved with a single-family residence with no contributory value to the site. The purchaser assumed an existing LID assessment against the property that has a current payoff of \$40,239. Since the time of sale, the purchaser has cleared the site and is currently applying to construct 3 apartment buildings with a total of 20 units.

Analysis: We have adjusted this sale upward for the improving market conditions since the date of sale and its lower zoning density. After the adjustment, this sale indicates a value for the subject of slightly below \$14.50 per square foot.

Comparable Land Sale No. 3 (\$500,000 -- \$9.55/SF – 2/2/2018) is a 52,339 square foot rectangularly shaped site located just across the street from the subject at 2520 Meridian Avenue E. The site is level, at street grade and has all utilities available. The property is zoned TC (Town Center) by the City of Edgewood. At the time of sale, the site was vacant. The property was on the market for several months prior to the sale. The original asking price was \$585,000 (\$11.18/SF) but ultimately sold for \$500,000 or \$9.55/SF. There are no known development plans for the site. The sewer LID assessment on this property was paid prior to the sale.

Analysis: An upward adjustment is applied for improving market conditions since the date of sale. No other adjustments are considered necessary. After adjustment, this sale indicates a value for the subject of slightly below \$11.00 per square foot.

Comparable Land Sale No. 4 (\$338,500 + \$75,172 = \$413,672 -- \$9.79/SF – 2/14/2018) is the February of 2018 sale of the subject site. The situs address is 2520 Meridian Avenue E in Edgewood. The site is relatively level, at street grade and has all utilities available. At the time of sale, the site was vacant land. The property is zoned TC (Town Center) by the City of Edgewood. The purchaser assumed an existing LID assessment against the property that has a current payoff of \$75,172. The purchaser has preliminary design plans to develop the site with a 4-story 46-unit multi-family project and has it currently listed on the market with an asking price of \$920,000 (\$21.78/SF).

Analysis: The only adjustment necessary for this comparable sale is for improving market conditions since the date of sale. After adjustment, this sale indicates a value for the subject of slightly above \$11.00 per square foot.

Adjustments to Closed Sales: In order to illustrate our thinking regarding how the above sales compare to the subject with regard to varying elements, an adjustment grid has been prepared on the following page. Adjustments should not be interpreted as being absolute, but rather are included for illustrative purposes and reflect an attempt to systematize our thinking regarding how a typical buyer would perceive consideration of the subject property when compared to the sale properties. Adjustments considered include the date of sale, terms/conditions, location, zoning, lot size, topography, parcel shape, accessibility of the site, the visibility of the site, the availability of utilities, site conditions, and miscellaneous elements.

Comparable Land Sales Adjustment Chart -- Before the Acquisition						
Location Data	Subject	Land Sale No. 1	Land Sale No. 2	Land Sale No. 3	Land Sale No. 4/Subject	
Address	2511 Meridian Ave. E	10215 24th St. E	2818 Meridian Ave. E	2520 Meridian Ave. E	2513 Meridian Ave. E	
City	Edgewood	Edgewood	Edgewood	Edgewood	Edgewood	
Proximity to Subject		2 blocks N	0.2 miles S	Across the street	Next parcel S	
<u>Descriptive Data</u>						
Assessor Parcel No.	042010-3-031	042010-2-040	042009-8-023	042009-4-142	042010-3-027	
Zoning	TC	TC	MUR	TC	TC	
Topography	Level	Level	Level	Level	Level	
Total Land Area (SF)	42,560	20,625	37,026	52,339	42,240	
<u>Sales Data</u>						
Sale Date	N/A	September 14, 2018	March 19, 2018	February 2, 2018	February 14, 2018	
Ex. Tax # or AF #	N/A	4479052	4461003	4457888	4458352	
Financing	N/A	All Cash	All Cash	All Cash	All Cash	
Sale Price	N/A	\$250,000	\$387,500	\$500,000	\$338,500	
LID Assessment	N/A	\$37,000	\$40,239	\$0	\$75,172	
Total Price	N/A	\$287,000	\$427,739	\$500,000	\$413,672	
Price/SF	N/A	\$13.92	\$11.55	\$9.55	\$9.79	
<u>Market Conditions Adjustments</u>	Adjustments		Adjustments		Adjustments	
Conditions of Sale/Financing	Similar		Similar		Similar	
Demolition / Improvement Value	Similar		Similar		Similar	
Market Conditions	Inferior	+	Inferior	++	Inferior	++
<u>Physical and Locational Adjustments</u>						
Location	Similar		Similar		Similar	
Size	Superior	-	Similar		Similar	
Topography	Similar		Similar		Similar	
Configuration	Similar		Similar		Similar	
Accessibility	Similar		Similar		Similar	
Utility (Zoning density)	Similar		Inferior	+	Similar	
Off-Site Development Costs	Similar		Similar		Similar	
Comparisons / Net Adjustments (Overall)	Downward	-	Upward	+++	Upward	++
Conclusion of Land Value: \$12.50/SF, Which Equals...				\$ 532,000 (Rounded)		

Land Sales Adjustment Chart Key	
0% to <10%	= + or -
>10% to <20%	= ++ or --
>20% to <30%	= +++ or ---
>30%	= ++++ or ----

(d) Correlation and Conclusion of Sales Comparison Approach to Land Value Before

The range of sale prices prior to adjustment range from a low of \$9.55 per square foot to a high of \$13.92 per square foot. Prior to adjustment, the sales have an average indication of \$11.20 per square foot while in an array, the median indication is \$10.67 per square foot. After adjustment for their physical and locational differences, the sale price indication ranges from approximately \$11.00 per square foot to \$14.50 per square foot. The sales have an overall average of \$12.50 per square foot while the median indication is \$12.25 per square foot. After considering each of the above sales while placing most emphasis on Land Sales Nos. 1 and 4, it is our opinion that the most appropriate and supported value estimate for the subject property is at the rate of \$12.50 per square foot or (42,560 SF @ \$12.50/SF =) \$532,000.

It should be noted that the comparable sales bracket the subject property in size and our concluded price per square foot indications both before adjustment, and after application of the necessary adjustments for physical and locational differences.

Thus, the fee simple market value of the subject site before the acquisition as of April 6, 2020, is reasonably estimated at (rounded):

FIVE HUNDRED THIRTY-TWO THOUSAND DOLLARS

\$532,000

(2) INCOME APPROACH TO LAND VALUE

Not applicable

(3) CORRELATION AND FINAL CONCLUSION OF LAND VALUE BEFORE

Based on the above analysis, it is our opinion that the fee simple market value of the subject site, (before the acquisition) relying on the Sales Comparison Approach, as of April 6, 2020, is reasonably estimated at:

FIVE HUNDRED THIRTY-TWO THOUSAND DOLLARS

\$532,000

B. WHOLE PROPERTY VALUATION

(1) Sales Comparison Approach to Value of Whole Property

As there are no building improvements on the subject property affected by the project, there are no other elements to add to the land value when considering the property as a whole.

- (a) Scope of Data Search: N/A
- (b) General Discussion: N/A
- (c) Comparative Analysis: N/A
- (d) Correlation and Conclusion of Sales Comparison Approach to Whole Property Before: N/A

(2) Income Approach to Value of Whole Property

Not Applicable

(3) Cost Approach to Value of Whole Property (if Appropriate)

This valuation approach considers only those improvements affected by or in the fee acquisition areas. All other improvements are unaffected by the proposed acquisition and are therefore excluded from this analysis. Any improvements in the TCE area will be replaced or restored if necessary, as part of the project (at no cost to the property owner).

Improvements within the acquisition area include approximately 1,000 square feet of asphalt surfaced driveway and parking lot area, approximately 65 feet of concrete curbs, and a wood post sign (North Hill Dental) located near the south side of the driveway entrance. Based on our estimates as procured from Marshall & Swift cost estimating guide (which included sales tax and entrepreneurial profit), the replacement cost of those improvements are: asphalt surfaced driveway and parking lot (1,000 SF @ \$5.00/SF = \$5,000), curbing (65 LF @ \$20/LF = \$1,300), and wood post sign @ \$4,000. The total compensation for these items is estimated to be **\$10,300**.

C. CORRELATION AND FINAL CONCLUSION FROM ALL APPROACHES

The Sales Comparison Approach is the only approach used to estimate the land value of the subject site, as the other approaches were not considered to provide credible or reliable value indications for this acquisition. The land value of the entire site in the "Before" condition is estimated at \$532,000. In addition, the estimated replacement cost of the improvements in the fee acquisition area (\$10,300) must be added to the land value of \$532,000 for a total of \$542,300. As the site improvements within the temporary construction easement disturbed by the project will be replaced as a part of the project, no further additions to the land value estimate are necessary. Thus, based on the above analysis, it is our opinion that the fee simple market value of the subject site in its "Before" condition as of April 6, 2020, is reasonably estimated at (rounded):

FIVE HUNDRED FORTY-TWO THOUSAND THREE HUNDRED DOLLARS

\$542,300

10. REMAINDER EVALUATION

A. Assumptions and Limiting Conditions:

The Appraisal Assumptions and Limiting Conditions presented in this report on page 3 are unchanged.

B. Neighborhood Factors:

There are no changes to the overall neighborhood, except the proposed improvements along Meridian Avenue E.

C. Description of Subject Remainder:

The Remainder will have the same street grade in the “After” condition as is in the “Before” condition. Access to the property will be unchanged. The overall parcel shape of the Remainder remains the same. The zoning will remain unchanged.

As a result of the right-of-way project, there will be a decrease in the size of the subject site by 2,150 square feet. When subtracted from the “Before” size of the site (42,560 square feet), the resulting size of the Remainder will be 40,410 square feet.

There will be 1,209 square feet of the remainder area that will be encumbered by a temporary construction easement (TCE) for 12 months beginning June 1, 2020, and ending May 31, 2021. Exhibits for the partial fee acquisition and TCE are included in the Addenda of this report.

D. Highest and Best Use Analysis:

There are no changes to the highest and best use analysis provided in the previous Section 7 of this report.

E. Valuation of Property Remaining

(1) Land as Though Vacant

Scope of Data Search: The site analysis and evaluation that was conducted for the property in the “Before” condition in Section 9 is relied upon for the Remainder. Thus, the scope of data search is identical to that used to value the subject property in the “Before” condition.

Discussion of Approaches to Value Remainder: All three approaches to value have been considered in estimating the market value of the subject. However, the Cost and Income Capitalization approaches, although considered, are not applicable to the valuation of the subject property: the Cost Approach, because the valuation is for land only (with the exception of the improvements in the acquisition area), and the Income Capitalization Approach, because the property is not typical of income-producing properties that rely on ground rent. Only the most appropriate approach to value, the Sales Comparison Approach, has been used. (For additional comments about approaches to value, refer to Section 8.)

Comparative Analyses: Other than the slight reduction in size to the subject parcel, it is the appraisers' opinion that the subject site is essentially unchanged from the "Before" condition. Thus, the best conclusion from the available data is to apply the subject's "Before" value (\$12.50 per square foot) to the subject's Remainder area. The fee site area in the Remainder is reduced by the 2,150 SF of fee acquisition, with the **fee site value of the Remainder** site calculated as follows:

42,560 SF	(Fee Land Before)
<u>- 2,150 SF</u>	(Fee Acquisition)
40,410 SF	(Fee Land After)
<u>x \$12.50/SF</u>	(\$/SF Fee Land Value)
\$505,125	(Fee Land After)

Deduction for Temporary Construction Easement (TCE): Although a temporary decrease in value, the TCE is a decrease in value at the immediate time and must be deducted from the concluded land value. The TCE area is 1,209 square feet. As a result, a monthly rental rate has been estimated for this TCE based on the fee simple unit value (\$12.50/SF) of the Remainder site. To estimate the impact on the value of temporary use of the TCE areas, we searched for sales of leased sites within the Puget Sound Region (Skagit, Snohomish, King, Pierce, and Thurston counties) that were purchased based on their income-producing potential.

Due to the limited availability of transactions, our search included a broad area and timeframe. In addition, we reviewed listing and sales data for ground leases throughout the United States that are occupied on a net basis. The majority of listings and sale transactions we found for properties that are subject to ground leases were for retail properties, shopping centers, or pad sites on long-term ground leases. These ground leases are typically located within or near established shopping centers (like the subject) with uses that reflect the highest and best use of the land, such as restaurants, retail bank branches, drug stores, department stores, and other uses. These transactions generally set the lower end of the market range for temporary occupancy of a portion of a property for public purposes, such as the TCE on the subject, and indicate a range of capitalization rates of approximately 4% to 7%.

We also have considered lease rates and rates of return charged by public agencies for the use of their landholdings. Rates negotiated by municipalities, public agencies, and utility operators were generally in the 6% to 10% range, with most at 8.5% or lower.

The proposed TCE and its use by the City of Edgewood is not anticipated to negatively impact the remainder of the property in any meaningful way. Also taken into consideration is that the entire fee for the TCE is paid in advance at the time of the transaction or closing, well before any occupancy by the city has occurred.

Considering the above, we have concluded a rate of return of 8% for the active phase of the TCE term is appropriate. An 8% return on the subject property's \$12.50/SF land value equals a land rental rate of \$0.08 per square foot per month. The TCE valuation is summarized as follows:

$$1,209 \text{ (TCE SF)} \times \$12.50/\text{SF} \times 8\% \text{ return} \times 1 \text{ year (12 months)} = \$1,209$$

(This equates to an estimated rent per month of \$100.75.)

With the deduction of the value of the TCE, the **concluded land value in the “After” condition of \$483,759**, is illustrated as follows:

Fee site value of Remainder	\$505,125
Less: TCE	<u>- 1,209</u>
Total	\$503,916
Rounded	\$503,900

(2) Whole Property Valuation in the Remainder:

(a) Sales Comparison Approach to Value of Whole Property

Not applicable

(b) Income Approach to Value of Whole Property in the Remainder

Not applicable

(c) Cost Approach to Value of Whole Property:

Not applicable

(3) Correlation and Conclusion of Remainder Value from All Approaches

Based on the Sales Comparison Approach, the fee value is estimated at \$484,920. When the value of the TCE (\$1,161) is deducted, the resulting value is \$483,759. Thus, it is our opinion that the fee simple market value of the subject in its “After” condition as of April 6, 2020, is reasonably estimated at (rounded):

FIVE HUNDRED THREE THOUSAND NINE HUNDRED DOLLARS
\$503,900

F. Recapitulation:

(1) Value of Property “Before” Acquisition	\$542,300
(2) Value of Property “After” Acquisition	<u>-503,900</u>
(3) Difference Between “Before” and “After” Values	\$38,400

11. EXPLANATION, MEASUREMENT, SUPPORTING DATA AND ALLOCATION OF DAMAGES, COSTS TO CURE, AND SPECIAL BENEFITS:

Damages: There are no damages to the subject estimated as a result of the project, fee acquisition, or the TCE.

Cost to Cure: There are no costs to cure estimated as a result of the project, fee acquisition, or the TCE.

Explanation of Special Benefits: The appraisers found no special benefits to the subject property Remainder.

12. SUMMARY OF APPRAISAL CONCLUSIONS

Indicated Value Before Acquisition						
Highest and Best Use Before:			Multi-Family Development			
Type	Size	Unit Value				
Land Value Before						
Multi-Family Land	42,560 SF	\$12.50 per SF		\$	532,000	
42,560 SF			Total Land (Rounded):		\$	532,000
Improvements						
Asphalt	1,000 SF	\$ 5.00 per SF	\$5,000			
Curbing	65 LF	\$ 20.00 per LF	\$1,300			
Sign "North Hill Dental"	1 EA	\$ 4,000 per EA	\$4,000			
Sub-total:					\$10,300	
					Sub-total (Rounded):	
					\$10,300	
					Total:	
					\$ 542,300	
Total Subject Value Before Project					\$ 542,300	

Indicated Subject Value After Project						
Highest and Best Use After:			Multi-Family Development			
Land						
Multi-Family Land - Fee	40,410 SF	\$12.50 per SF	100%	\$	505,125	
Total Remainder Area	40,410 SF					
Active TCE	1,209 SF	\$12.50 per SF	8.00%	\$	(1,209)	
Sub-total:					\$ 503,916	
					Total Land (Rounded):	
					\$ 503,900	
Total Subject Value After Project					\$ 503,900	

Estimated Value of Acquisition						
Land						
Multi-Family Land - Fee	2,150 SF	\$12.50 per SF	100%	\$	26,875	
				\$	-	
Active TCE	1,209 SF	\$12.50 per SF	8.00%	\$	1,209	
Sub-total:					\$ 28,084	
					Total Land (Rounded):	
					\$ 28,100	
Improvements (Including Site Improvements)						
Asphalt	1,000 SF	\$ 5.00 per SF	\$5,000			
Curbing	65 LF	\$ 20.00 per LF	\$1,300			
Sign "North Hill Dental"	1 EA	\$ 4,000 per EA	\$4,000			
Sub-total:					\$10,300	
					Sub-total (Rounded):	
					\$10,300	
Damages and Costs to Cure						
			SF	per SF	0	\$ -
Benefits						
					0	\$ -
Total Estimated Compensation					\$ 38,400	

13. REPORT OF CONTACT WITH OWNER

Person(s) Contacted: Keavin McIntosh

Address: 2511 Meridian Avenue E.
Edgewood, WA 98371

Date of Contact: April 28, 2020

Relationship to Owner: Owner

Date of Inspection: April 6, 2020

Phone No.(s): 253-845-8817

Participants in the Inspection: Rick Westman (Appraiser) with Epic Land Solutions, Inc.

Comments: The appraiser contacted Dr. McIntosh by phone and emailed him the acquisition drawings and engineering for the Meridian Sidewalk Improvement Project. Dr. McIntosh declined the invitation to participate in a joint on-site inspection of the property.

14. PERSONALTY REALTY REPORT

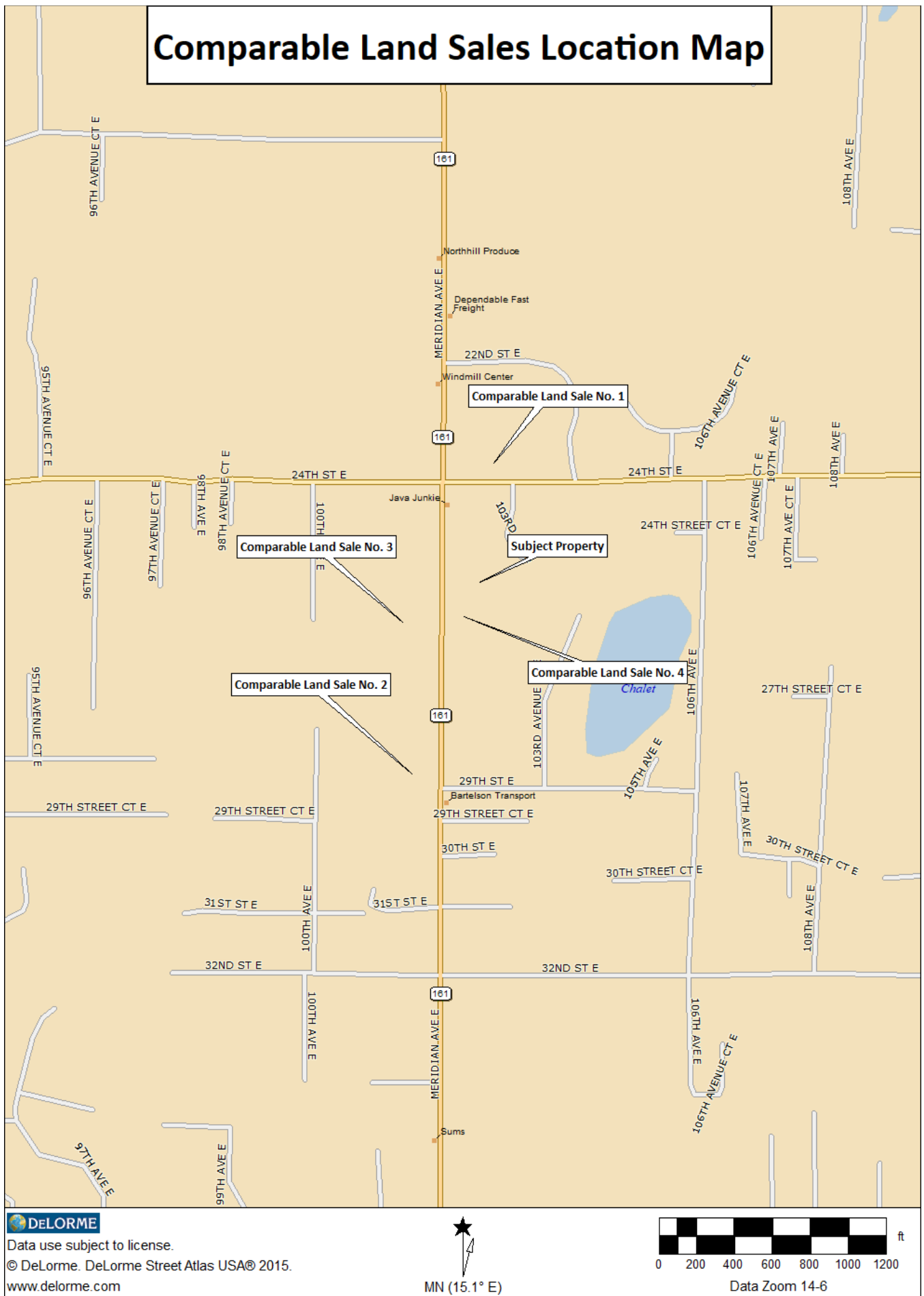
Project Title: Sidewalk Gap Project - Meridian Avenue & 24th Street E		Personalty/Realty Report			Parcel No.: 042010-3-031		Project Parcel No.:	
North Hill Dental LLC & Keavin McIntosh								
Item	Owner	Tenant	Realty	Personalty	Salvage Value (Liquidation Value)	Orderly Liquidation Value	Fair Market Value	
Land	x		x					
Building								
HVAC								
Stove								
Refrigerator								
Hot Water Heater								
Other Heat Source:								
Wood Burning Stove								
Pellet Stove								
Window Coverings								
Drapes								
Blinds								
Floor Coverings								
Carpeting								
Vinyl								
Wood								
Other (List)								
Fencing								
Landscaping								
Parking Improvements								
Sidewalk								
Pavement								

15. ADDENDA

- ◆ **Market Data**
- ◆ **Qualifications of Appraisers**
- ◆ **Right of Way Drawings**
- ◆ **Legal Descriptions and Exhibits**
- ◆ **Title Report**

MARKET DATA COMPARABLE LAND SALES

Comparable Land Sales Location Map



COMPARABLE LAND SALE NO. 1**(1) ADDRESS or LOCATION:**10215 24th Street E, Edgewood, WA 98372**(2) SALE SKETCH and PHOTO are on the following page.**

- (3)
- a. Access: 24th Street E
 - b. Use at Sale: Vacant land/RV storage
 - c. H & B Use: Redevelop/Multi-Family
 - d. Zoning: Town Center (TC), City of Edgewood
 - e. Dimensions: Rectangular – Approx. 126' X 163' Refer to plat map on following page
 - f. Area: 20,625 square feet
 - g. Sale Date: 9/14/2018
 - h. Sale Price: \$250,000
 - i. Instrument Type: SWD
 - j. Terms: Cash
 - k. Ex. Tax # or AF #: 4479052
 - l. Seller: Gordon A. Clausnitzer
 - m. Buyer: City of Edgewood
 - n. Confirmed with: Jeremy Metzler, City of Edgewood, Dept. of Public Works
Phone #: 253-952-3299 x114
Date: April 22, 2020
 - o. Confirmed by: Rick Westman
 - p. Date Inspected: April 6, 2020

(4) LEGAL DESCRIPTION or TAX PARCEL NUMBER:

Tax Parcel No. 042010-2-040

(5) PHYSICAL CHARACTERISTICS (description at sale, confirmation information, changes since sale, etc.):

- A.) Property Description: This rectangularly shaped site is located at 10215 24th Street E in Edgewood. The site is level, at street grade and has all utilities available. The property is zoned Town Center (TC) by the City of Edgewood. At the time of sale, the site was used for RV storage. The City of Edgewood Public Works Department is currently using the site for equipment and materials storage.
- B.) Confirmation Data and Comments: The property was on the market for several months with a listing price of \$349,995 before ultimately being purchased by the City of Edgewood for \$250,000. The City confirms an arm's length transaction under no threat of eminent domain. The City assumed a \$37,000 sewer LID assessment on the property.

(6) ANALYSIS:

ITEM	CONTRIBUTION VALUE	MARKET UNIT
Land: 20,625 square feet	\$250,000	\$12.12/SF
Sewer LID assessment	\$37,000	
Other (Site, Yard, etc.):		
TOTAL SALE PRICE	\$287,000	\$13.92/SF

COMPARABLE LAND SALE NO. 1
10215 24th Street E, Edgewood, WA



Photo taken by: Rick Westman

Date taken: April 6, 2020

COMPARABLE LAND SALE NO. 2**(1) ADDRESS or LOCATION:**

2818 Meridian Avenue E, Edgewood, WA 98371

(2) SALE SKETCH and PHOTO are on the following page.

- (3)
- a. Access: Meridian Avenue E
 - b. Use at Sale: SFR
 - c. H & B Use: Redevelop/Multi-Family
 - d. Zoning: Mixed Use Residential (MUR), City of Edgewood
 - e. Dimensions: Rectangular – Approx. 122' X 303' Refer to plat map on following page
 - f. Area: 37,026 square feet
 - g. Sale Date: 3/19/2018
 - h. Sale Price: \$387,500
 - i. Instrument Type: SWD
 - j. Terms: Cash
 - k. Ex. Tax # or AF #: 4461003
 - l. Seller: James A. & Corinne R. LeFord
 - m. Buyer: 2818 Meridian, LLC
 - n. Confirmed with: Bryce Beard, Broker
Phone #: 253-312-9770
Date: April 21, 2020
 - o. Confirmed by: Rick Westman
 - p. Date Inspected: April 6, 2020

(4) LEGAL DESCRIPTION or TAX PARCEL NUMBER:

Tax Parcel No. 042009-8-023

(5) PHYSICAL CHARACTERISTICS (description at sale, confirmation information, changes since sale, etc.):

- A.) Property Description: This rectangularly shaped site is located at 2818 Meridian Avenue E in Edgewood. The site is level, at street grade and has all utilities available. The property is zoned Mixed Use Residential (MUR) by the City of Edgewood. The purchaser assumed an existing LID assessment against the property that has a current payoff of \$40,239. At the time of sale, the site was improved with a single-family residence having no contributory value to the site. Since the time of sale, the purchaser has cleared the site.
- B.) Confirmation Data and Comments: The purchaser is currently working through the application and permit process to construct 3 apartment buildings with a total of 20 units on the site.

(6) ANALYSIS:

ITEM	CONTRIBUTION VALUE	MARKET UNIT
Land: 37,026 square feet	\$387,500	\$10.47/SF
Sewer LID Assessment	\$40,239	\$1.09/SF
Other (Site, Yard, etc.):		
TOTAL SALE PRICE	\$427,739	\$11.55/SF

COMPARABLE LAND SALE NO. 2
2818 Meridian Avenue E, Edgewood, WA



Photo taken by: Rick Westman

Date taken: April 6, 2020

COMPARABLE LAND SALE NO. 3**(1) ADDRESS or LOCATION:**

2520 Meridian Avenue E, Edgewood, WA 98371

(2) SALE SKETCH and PHOTO are on the following page.

- (3)
- a. Access: Meridian Avenue E
 - b. Use at Sale: Vacant land
 - c. H & B Use: Multi-Family
 - d. Zoning: Town Center (TC), City of Edgewood
 - e. Dimensions: Rectangular – Approx. 188' X 284' Refer to plat map on following page
 - f. Area: 52,339 square feet
 - g. Sale Date: 2/2/2018
 - h. Sale Price: \$500,000
 - i. Instrument Type: SWD
 - j. Terms: Cash
 - k. Ex. Tax # or AF #: 4457888
 - l. Seller: Timberland Bank
 - m. Buyer: Jin Lin
 - n. Confirmed with: Kelly Garvey, Broker
Phone #: 206-227-7300
Date: April 21, 2020
 - o. Confirmed by: Rick Westman
 - p. Date Inspected: April 6, 2020

(4) LEGAL DESCRIPTION or TAX PARCEL NUMBER:

Tax Parcel No. 042009-4-142

(5) PHYSICAL CHARACTERISTICS (description at sale, confirmation information, changes since sale, etc.):

- A.) Property Description: This rectangularly shaped site is located across the street from the subject at 2520 Meridian Avenue E in Edgewood. The site is level, at street grade and has all utilities available. The property is zoned Town Center (TC) by the City of Edgewood. At the time of sale, the site was vacant.
- B.) Confirmation Data and Comments: There are no known development plans for the site.

(6) ANALYSIS:

ITEM	CONTRIBUTION VALUE	MARKET UNIT
Land: 52,339 square feet	\$500,000	\$9.55/SF
Other (Site, Yard, etc.):		
TOTAL SALE PRICE	\$500,000	\$9.55/SF

COMPARABLE LAND SALE NO. 3
2520 Meridian Avenue E, Edgewood, WA



Photo taken by: Rick Westman

Date taken: April 6, 2020

COMPARABLE LAND SALE NO. 4**(1) ADDRESS or LOCATION:**

2513 Meridian Avenue E, Edgewood, WA 98371

(2) SALE SKETCH and PHOTO are on the following page.

- (3)
- a. Access: Meridian Avenue E
 - b. Use at Sale: Vacant land
 - c. H & B Use: Multi-Family
 - d. Zoning: Town Center (TC), City of Edgewood
 - e. Dimensions: Rectangular – Approx. 132' X 320' Refer to plat map on following page
 - f. Area: 42,240 square feet
 - g. Sale Date: 2/14/2018
 - h. Sale Price: \$338,500
 - i. Instrument Type: SWD
 - j. Terms: Cash
 - k. Ex. Tax # or AF #: 4458352
 - l. Seller: Mitchell G. & Ann L. Maughan, Trustees
 - m. Buyer: The Silvan Apts LLC
 - n. Confirmed with: Kathleen Nash, President, Potentia Development (Buyer)
Phone #: 206-909-7308
Date: March 17, 2020
 - o. Confirmed by: Rick Westman
 - p. Date Inspected: April 6, 2020

(4) LEGAL DESCRIPTION or TAX PARCEL NUMBER:

Tax Parcel No. 042010-3-027

(5) PHYSICAL CHARACTERISTICS (description at sale, confirmation information, changes since sale, etc.):

- A.) Property Description: This sale is the subject site, located at 2513 Meridian Avenue E in Edgewood. The site is relatively level, at street grade and has all utilities available. The property is zoned Town Center (TC) by the City of Edgewood. At the time of sale, the site was vacant. The purchaser assumed an existing LID assessment against the property that has a current payoff of \$75,172.
- B.) Confirmation Data and Comments: The owner has preliminary design plans for developing the site with a 4-story 46-unit multi-family project and has listed the property for sale at \$920,000.

(6) ANALYSIS:

ITEM	CONTRIBUTION VALUE	MARKET UNIT
Land: 42,240 square feet	\$338,500	\$8.01/SF
Sewer LID Assessment	\$75,172	\$1.78/SF
Other (Site, Yard, etc.):		
TOTAL SALE PRICE	\$413,672	\$9.79/SF

COMPARABLE LAND SALE NO. 4
2513 Meridian Avenue E, Edgewood, WA



Photo taken by: Rick Westman

Date taken: April 6, 2020

QUALIFICATIONS OF APPRAISERS

Epic Land Solutions, Inc.

Rick Westman — Senior Appraiser, WSDOT-Approved Appraiser

Years of Experience: 40
Years with Firm: <1
Education: Business & Education
 Andrew University, Berrien Springs, MI
Licensure: Certified Real Estate Appraiser, WA #1100963
Coursework: Appraisal Institute Classes: Real Estate Appraisal Principles; Basic Valuation Procedures; Capitalization Theory & Techniques, Parts A & B; Standards of Professional Practice, Parts A & B



Biography

With over 40 years of experience in providing appraisal services, Rick Westman has appraised all types of real estate. He has special expertise in business valuation, specifically service stations and convenience stores. Prior to Epic, Rick was the lead Washington appraiser for Appraisal Group of the Northwest, specializing in General Commercial Properties, Gas Stations, and Motels. Rick has extensive experience performing right of way appraisals on behalf of public agencies and is on the WSDOT list of approved appraisers.

Experience Highlights

- WSDOT-Approved
- 40 years of experience
- Specialist in service stations and convenience store valuations

Notable Clients

Municipal

City of Arlington
 City of Auburn
 City of Bellevue
 City of Everett
 City of Kirkland
 City of Kennewick
 City of Monroe
 City of Prosser
 City of Renton
 City of Seattle
 City of Shoreline
 City of Sammamish
 City of Walla Walla

County

King County
 Snohomish County
 Pierce County

Federal

U.S. Postal Service
 National Park Service
 General Services Administration

Ports and Harbor Authority

Port of Seattle
 Port of Friday Harbor
 Port of Tacoma

Utility

Puget Sound Energy

Tribes

Lower Elwha Klallam Indian Tribe
 Puyallup Indian Tribe
 Stillaguamish Tribe

Energy

BP West Coast Products
 Unocal Corporation
 Chevron

Banks

Bank of America
 Bank of Issaquah
 Borrego Springs Bank
 Boston Private Bank
 Cascade Savings & Loan

First Mutual Bank
 First Sound Bank
 Hanmi Bank
 Innovative Bank
 KeyBank
 Kitsap Bank
 Northwest Bank
 Nara Bank
 Open Bank
 Pacific City Bank
 Plaza Bank
 Prime Pacific Bank
 Regal Bank
 Royal Business Bank
 Umpqua Bank
 Unibank
 Union Bank
 United Commercial Bank
 US Bank
 Venture Bank
 Washington Federal Bank
 Washington Mutual Savings Bank
 Wells Fargo Bank
 Wilshire State Bank

Epic Land Solutions, Inc.

Notable Projects

City of Seattle

- Seward Park Trunk Line Extension, 90 Parcels, (20 waterfront properties), Project Funding Estimates, Residential & Park Properties

City of Kennewick

- Clearwater Road Widening, 6 parcels, Project Funding Estimate, Office & Retail Properties
- US395/Ridgeline Drive Interchange Project, 6 parcels, PFE, Commercial vacant land properties

Pierce County

- Canyon Road Widening, 16 parcels, Partial appraisals, residential & commercial properties

City of Monroe

- Chain Lake Road Widening, 24 parcels, Project Funding Estimate, partial acquisition, slope easement & TCE, Residential & subdivision development properties
- 7 parcels, Appraisals, partial acquisition, slope easement & TCE, Residential & Subdivision Development Properties
- Park Site Acquisition, 1 Parcel, Subdivision Property

City of Blaine

- Birch Bay Drive & Pedestrian Facility, 14 parcels, Review and DV, Permanent Easement & TCE, Residential & Tideland Properties

City of Mukilteo

- Harbour Pointe Road Widening, 5 parcels, Review and DV, Permanent Easement & TCE, Commercial Properties

City of Newcastle

- May Creek Park Transmission Line Easement, Appraisal Review, and DV, Transmission line Easement, Open Space & Park Land

City of Auburn

- "F" Street Widening, 12 parcels, PFE, partial acquisitions & TCEs, Residential & Office Properties
- "A" Street SE/37th St. SE Interchange Improvement Project, 2 parcels, appraisals, partial acquisitions & TCEs, Commercial Properties
- Auburn Way South Road Widening, 4 parcels, appraisals, partial and total acquisitions, slope easement & TCE, Gas Station/Convenience Store, Office & Retail Land
- Auburn Way North Road Widening, 1 parcel, Appraisals, Gas Station/Convenience Store, partial acquisition, slope easement & TCE
- Auburn Airport Runway Protection Zone Enhancement, Appraisal, partial acquisition, King County Park & Ride lot

State of Washington Department of Natural Resources

- Mountain to Sky Greenway, Scenic Corridor, 6 parcels, total acquisitions

State of Washington Department of Transportation

- I-405 Project Wetlands Bank Acquisition, 7 parcels,

Stillaguamish Indian Tribe

- Stillaguamish Riverfront Fisheries Enhancement Project, 7 parcels, appraisals, total acquisition, agricultural land, timberland, and rural acreage parcels (riverfront)

Lower Elwha Klallam Indian Tribe

- Lower Elwha Road Extension Project, 12 parcels, appraisals, partial acquisition, rural acreage parcels

City of Port Angeles

- Rayonier Mill Site Acquisition, 1 parcel, total acquisition, saltwater frontage & tidelands

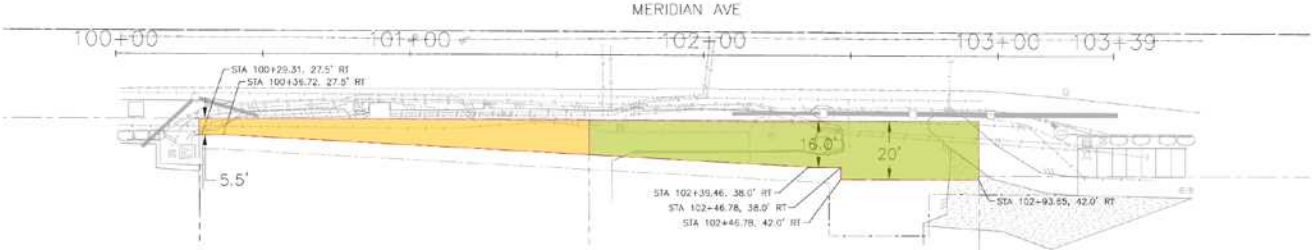
City of Prosser

- Restaurant and Roller Skating Rink, proposed acquisition for Police Department Annex Building
- School District Annex Building, Surplus Property

ACQUISITION DRAWINGS

SEC.9&10 T.20N. R.4E. W.M.

- LEGEND:
- EXISTING RIGHT-OF-WAY
 - PROPOSED RIGHT-OF-WAY
 - PROPOSED 5' TEMPORARY CONSTRUCTION EASEMENT



811 Call 811
two business days
before you dig

15131 110TH AVENUE NE, SUITE 200
KIRKLAND, WASHINGTON 98033
TEL: 425-821-0400
FAX: 425-821-0401

ROW02

SHEET 20 OF 30

60% SUBMITTAL



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CONTACT PERSON: JEREMY METZLER				PROJECT ENGINEER AT (253) 562-3299																																																																													

CONTACT PERSON: JEREMY METZLER PROJECT ENGINEER AT (206) 962-3299

LEGAL DESCRIPTIONS AND EXHIBITS

EXHIBIT 'A'

Owner: Mitchell G. Maughan and Ann L. Maughan, Trustees under the Maughan Family Living Trust
Parcel No. 042010-3-031
Right-of-Way Acquisition

LEGAL DESCRIPTION OF GRANTOR'S PARCEL

The North 132.50 feet of the South 265 feet of the West Half of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 10, Township 20 North, Range 4 East of the Willamette Meridian;
EXCEPT Meridian County Road on the West.

LEGAL DESCRIPTION OF RIGHT-OF-WAY ACQUISITION

That portion of said parcel described above, lying Westerly of the following described line:

BEGINNING at a point on the North line of said Parcel and 20.00 feet Easterly of the Westerly line of said Parcel, measured perpendicular to said West line;
THENCE Southerly, parallel with the West line of said Parcel a distance of 47.00 feet;
THENCE Westerly, perpendicular to said West line a distance of 4.00 feet;
THENCE Southerly, parallel with the West line of said Parcel a distance of 7.50 feet;
THENCE Southerly a distance of 78.20 feet, more or less to a point on the South line of said Parcel and 11.94 feet Easterly of the Westerly line of said Parcel, measured perpendicular to said West line, said point being the TERMINUS of the herein described line.

Contains: 2,150 Square Feet, more or less.

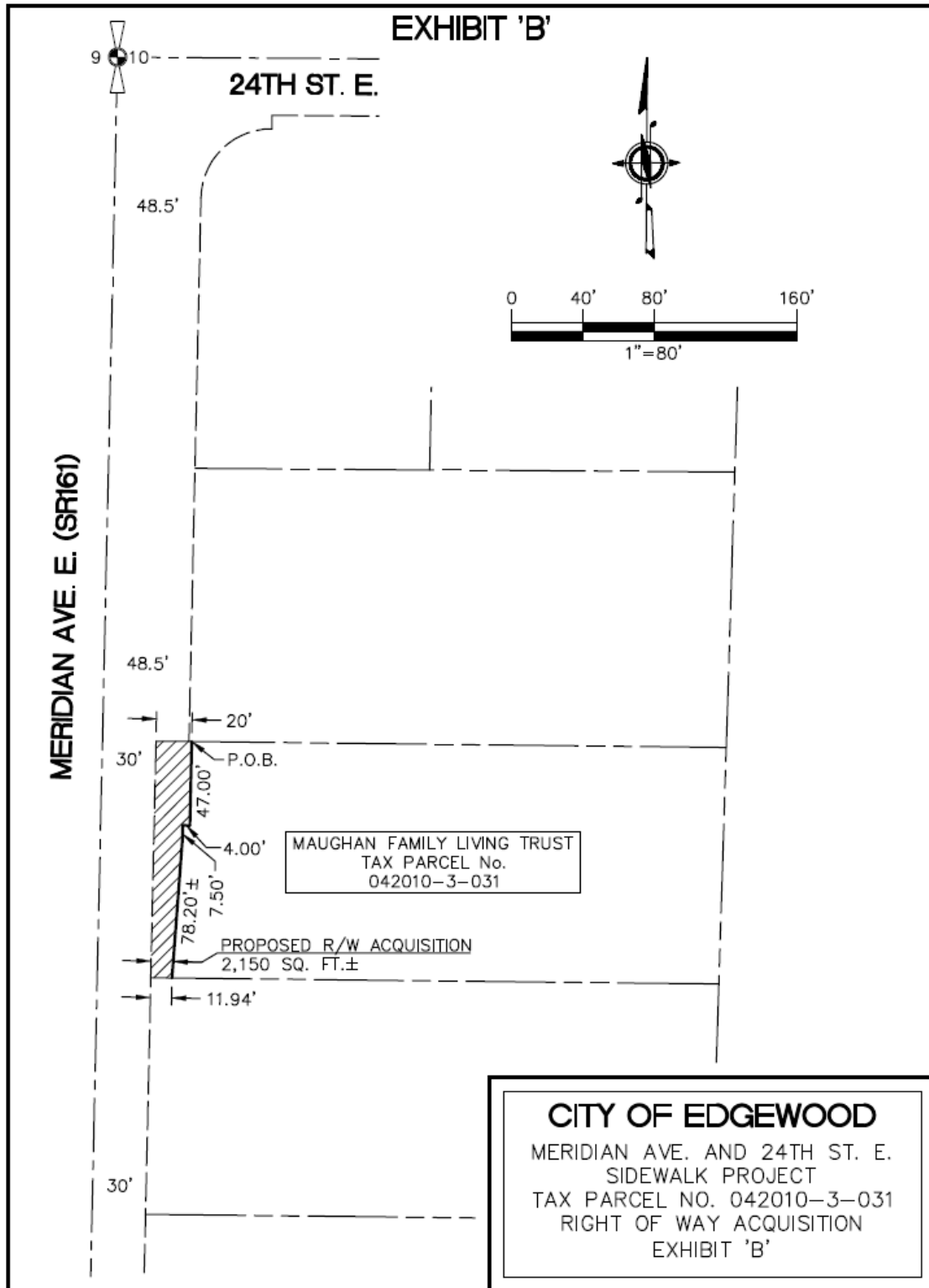


EXHIBIT 'A'

Owner: Mitchell G. Maughan and Ann L. Maughan, Trustees under the Maughan Family Living Trust
Parcel No. 042010-3-031
Temporary Construction Easement

LEGAL DESCRIPTION OF GRANTOR'S PARCEL

The North 132.50 feet of the South 265 feet of the West Half of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 10, Township 20 North, Range 4 East of the Willamette Meridian;
EXCEPT Meridian County Road on the West.

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

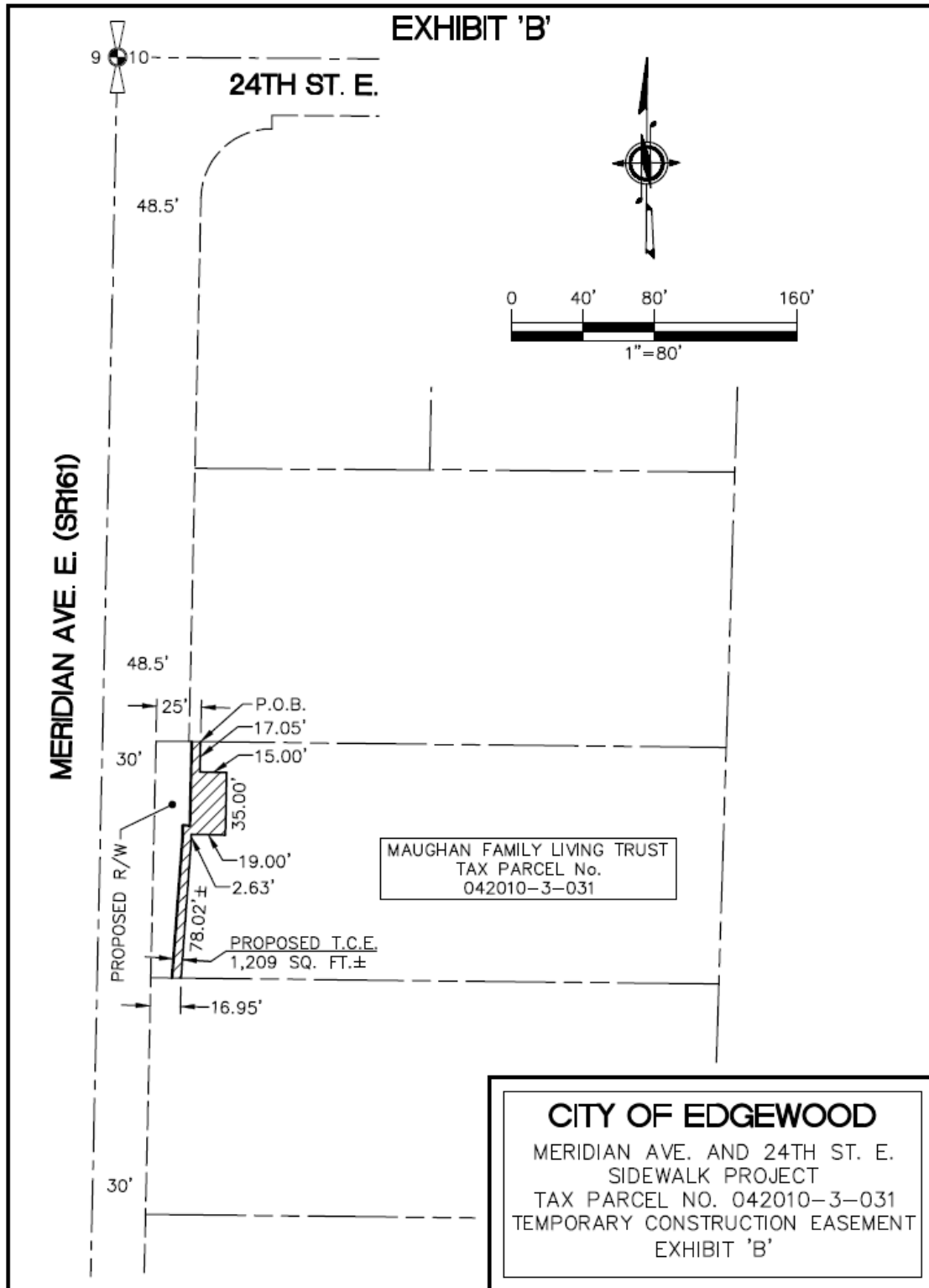
That portion of said parcel described above, lying Westerly of the following described line:

BEGINNING at a point on the North line of said Parcel and 25.00 feet Easterly of the Westerly line of said Parcel, measured perpendicular to said West line;
THENCE Southerly, parallel with the West line of said Parcel a distance of 17.05 feet;
THENCE Easterly, perpendicular to said West line a distance of 15.00 feet;
THENCE Southerly, parallel with the West line of said Parcel a distance of 35.00 feet;
THENCE Westerly, perpendicular to said West line a distance of 19.00 feet;
THENCE Southerly, parallel with the West line of said Parcel a distance of 2.63 feet;
THENCE Southerly a distance of 78.02 feet, more or less to a point on the South line of said Parcel and 16.95 feet Easterly of the Westerly line of said Parcel, measured perpendicular to said West line, said point being the TERMINUS of the herein described line.

EXCEPTING THEREFROM that portion of said parcel described above, lying Westerly of the following described line:

BEGINNING at a point on the North line of said Parcel and 20.00 feet Easterly of the Westerly line of said Parcel, measured perpendicular to said West line;
THENCE Southerly, parallel with the West line of said Parcel a distance of 47.00 feet;
THENCE Westerly, perpendicular to said West line a distance of 4.00 feet;
THENCE Southerly, parallel with the West line of said Parcel a distance of 7.50 feet;
THENCE Southerly a distance of 78.20 feet, more or less to a point on the South line of said Parcel and 11.94 feet Easterly of the Westerly line of said Parcel, measured perpendicular to said West line, said point being the TERMINUS of the herein described line.

Contains: 1,209 Square Feet, more or less.



TITLE REPORT



First American

First American Title Insurance Company

7502 Lakewood Drive West, Ste A
Lakewood, WA 98499

April 23, 2019

Tani Stafford
Gray & Osborne
1130 Rainier Avenue South Suite 300
Seattle, WA 98144

Phone: (206)284-0860
Fax: (206)283-3206

Title Officer:	Tina Kotas
Phone:	(253)382-2811
Fax No.:	(866)651-5629
E-Mail:	tkotas@firstam.com
Order Number:	3224233

Escrow Number:	3224233
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Buyer:	n/a
Owner:	McIntosh & North Hill Dental
Property:	25111 Meridian Avenue East Edgewood, Washington 98372

Attached please find the following item(s):

Guarantee

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!

Form 5003353 (7-1-14)	Page 1 of 8	Guarantee Number: 3224233	CLTA #14 Subdivision Guarantee (4-10-75) Washington
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	First American Guarantee	Subdivision Guarantee ISSUED BY First American Title Insurance Company GUARANTEE NUMBER 5003353-3224233
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SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY
 a Nebraska corporation, herein called the Company

GUARANTEES

Gray & Osborne

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

This jacket was created electronically and constitutes an original document

Form 5003353 (7-1-14)	Page 2 of 8	Guarantee Number: 3224233	CLTA #14 Subdivision Guarantee (4-10-75) Washington
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SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms.**
The following terms when used in the Guarantee mean:
 - (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date.
2. **Notice of Claim to be Given by Assured Claimant.**
An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
3. **No Duty to Defend or Prosecute.**
The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
4. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.**
Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
 - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the

indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
 - (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.
- 9. Reduction of Liability or Termination of Liability.**
All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.
- 10. Payment of Loss.**
- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
 - (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.
- 11. Subrogation Upon Payment or Settlement.**
Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707 Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606**



First American Title

 First American Schedule A	Subdivision Guarantee ISSUED BY First American Title Insurance Company GUARANTEE NUMBER 3224233
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Order No.: 3224233

Liability: \$2,000.00

Fee: \$750.00

Tax: \$ 74.25

Name of Assured: Gray & Osborne

Date of Guarantee: April 16, 2019

The assurances referred to on the face page hereof are:

1. Title is vested in:

Mitchell G. Maughan and Ann L. Maughan, Trustees under the Maughan Family Living Trust, dated April 3, 2000

2. That, according to the public records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.

3. The following matters are excluded from the coverage of this Guarantee

A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.

B. Water rights, claims or title to water.

C. Tax Deeds to the State of Washington.

D. Documents pertaining to mineral estates.

4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.

5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.

6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.

 First American Schedule B	Subdivision Guarantee ISSUED BY First American Title Insurance Company GUARANTEE NUMBER 3224233
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RECORD MATTERS

1. Liability for assessment(s) in the City of Edgewood, if any.
2. A Contract of Sale and the terms and conditions thereof:

Seller:	Mitchell G. Maughan and Ann L. Maughan, Trustees of the Maughan Family Living Trust
Purchaser:	North Hill Dental LLC and Keavin McIntosh
Dated:	March 27, 2009
Recorded:	March 30, 2009
Recording No.:	200903300322
Excise Tax Receipt No.:	4209169, Dated: March 30, 2009

The Purchaser's interest of Keavin McIntosh is presumptively subject to the community interest of his or her spouse and/or registered domestic partner if married or registered on or since March 27, 2009, date of acquiring a purchaser's interest in said Contract.

3. Easement, including terms and provisions contained therein:

Recording Information:	8207260224
In Favor of:	Safeway Stores, Incorporated
For:	A pressure line system
Affects:	North 10 feet of said premises

Informational Notes, if any

- A. General taxes for the year 2019, which have been paid.

Tax Account No.:	0420103031
Code Area:	770
Amount:	\$ 10,270.24
Assessed Land Value:	\$ 435,800.00
Assessed Improvement Value:	\$ 241,100.00

 <i>First American</i> Schedule C	Subdivision Guarantee ISSUED BY First American Title Insurance Company GUARANTEE NUMBER 3224233
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The land in the County of Pierce, State of Washington, described as follows:

The North 132.50 feet of the South 265 feet of the West half of the Northwest quarter of the Northwest quarter of the Southwest quarter of Section 10, Township 20 North, Range 4 East of the Willamette Meridian;

Except Meridian County Road on the West;

Situate in the City of Edgewood, County of Pierce, State of Washington.

Form 5003353 (7-1-14)	Page 8 of 8	Guarantee Number: 3224233	CLTA #14 Subdivision Guarantee (4-10-75) Washington
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City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0534 , a motion approving Resolution No. 20-0534 - Structure Demolition Contract - 3703 Chrisella Road E.	Agenda Item #: AB20-0534
	For Agenda of: 11/10/2020
	Prepared by: Jeremy Metzler
Attachments (list): 1. 1 - Bid Summary 2. 2 - Resolution 20-0534 - Chrisella Road Property Demo 3. 3 - DRAFT Public Works Contract 4. 4 - 3703 Chrisella Demo Bid CANNON	
Approval of Materials: Jeremy Metzler Rachel Pitzel 11/5/2020 Dave Gray 11/5/2020 Daryl Eidingen 11/5/2020	Expenditure Required: \$30,500 plus applicable taxes
	Amount Budgeted: N/A
	Timeline: 11/10/2020 RCM

Summary Statement:

Council authorized purchase of the property located at 3703 Chrisella Road East under Resolution 20-0517 on August 25, 2020. As stated therein, the Mayor and staff are bringing forward the attached resolution and agreement to cause the demolition and waste removal of the existing structures. Staff solicited qualified contractors on the Small Works Roster and received four (4) bids for the demolition work, as summarized herein, and the apparent low bidder, Cannon Companies, submitted a bid in the amount of \$30,500 plus applicable taxes.

Item History:

N/A

Recommended Action:

MOTION to adopt Resolution No. 20-0534 as presented under the Consent Agenda.

Fiscal Note/Consideration:

N/A

Small Works Roster - Bids Received for Demolition at 3703 Chrisella Road East				
Contractor	AAD	LTC	Cannon	3 Kings
Demo Base Bid	\$ 35,200.00	\$ 41,227.00	\$ 30,500.00	\$ 44,730.00
Alt 1 - Vegetation Grub and removal / disposal	\$ 1,200.00	\$ 1,200.00	N/A	N/A
Sales Tax	\$ 3,603.60	\$ 4,200.27	\$ 3,019.50	\$ 4,428.27
Total Bid	\$ 40,003.60	\$ 46,627.27	\$ 33,519.50	\$ 49,158.27

RESOLUTION NO. 20-0534

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AUTHORIZING THE MAYOR'S EXECUTION OF A CONTRACT FOR THE DEMOLITION OF EXISTING STRUCTURES LOCATED ON CITY PROPERTY AT 3703 CHRISELLA ROAD IN EDGEWOOD, IN THE AMOUNT OF \$30,500 PLUS TAX, IN PREPARATION FOR A FUTURE ROAD IMPROVEMENT.

WHEREAS, the 2020 Appropriated City Budget for Capital Roads includes funding for road improvement for public safety, parallel road expansion and pedestrian safety improvements; and

WHEREAS, the City purchased the property located at 3703 Chrisella Road East in Edgewood pursuant to Resolution 20-0517 on August 25, 2020 due to its proximity to the intersection of Meridian Ave. E / 36th Street E / Chrisella Road E, which has been identified in the City's Transportation Improvement Plan (TIP) for an intersection improvement; and

WHEREAS, in order to prepare for such improvements, the existing structures on the property must be demolished and any waste removed; and

WHEREAS, staff solicited qualified contractors on the Small Works Roster and received four (4) bids for the demolition work; and

WHEREAS, the apparent low bidder, Cannon Companies, submitted a bid in the amount of \$30,500 plus applicable taxes;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor to execute a contract for demolition of the existing structures on the property located at 3703 Chrisella Road, Edgewood, WA, for \$30,500 plus applicable taxes, if any, as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 10TH DAY OF NOVEMBER, 2020

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

Exhibit A

PUBLIC WORKS CONTRACT

1. **Contract and Parties.** This Public Works Contract (“Contract”) is between the CITY OF EDGEWOOD, Pierce County, Washington (“City”), a Washington municipal corporation and Cannon Construction Incorporated (“Contractor”), a corporation organized under the laws of the State of Washington. The City and Contractor are each a “Party” and together the “Parties” to the Contract. The Parties agree as follows.
2. **Project.** The Parties enter into this Contract for purposes of Contractor providing the City with equipment, materials and performing work for the City (“the Project”), generally described as:

CHRISELLA SITE DEMOLITION, to include furnishing all labor, materials and equipment necessary for the demolition of two (2) existing structures at 3703 Chrisella Road East, including but not limited to asbestos survey, clearing, debris removal, and on-site septic system decommissioning.
3. **Effective date.** This Contract becomes effective and binding upon the Parties, including each Party’s heirs, successors, and assigns, immediately upon execution of this contract by both parties.
4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via email. It is the responsibility of Contractor to notify the City in writing if any of the contact information appearing below should change. Any notices required under this Contract shall be in writing and delivered to the following addresses. If notice by email, a hard copy shall be delivered or mailed the same date as email.

CITY:

CITY OF EDGEWOOD
2224 104th Ave E
Edgewood, WA 98372-1513
Contact: Jeremy Metzler
Phone: (253) 831-4266
Email: jeremy@cityofedgewood.org

CONTRACTOR:

CANNON CONSTRUCTION INC.
406 Porter Way
Milton, WA 98354-9638
Contact: Brian Freeman
Phone: (253) 922-2787
Email: bfreeman@cannonconstructioninc.com
Tax ID #: _____

5. **Notice to Proceed / Completion Time.** Contractor will commence the work set forth herein immediately after receiving written notice from the City to proceed, and further agrees to carry on such work regularly and uninterruptedly thereafter with such force as to secure its completion as quickly as practicable, after issuance of such notice to begin work.

6. **Obligations of Contractor.** The following terms and conditions apply to this Contract:

A. In general.

- (1) Responsible for all labor and work. Contractor shall be solely responsible for furnishing all labor and performance of all work necessary to complete the Project as required.
- (2) Responsible for furnishing all materials and equipment. Contractor shall furnish all materials and equipment necessary to complete the Project, except for any materials expressly agreed in writing to be provided by the City.
- (3) Documents incorporated by reference. All terms and specifications contained in any Request for Bids that was issued by the City as part of determining the awarding of this Contract are hereby incorporated by reference and must be complied with by Contractor, unless one or more of such terms and specifications are expressly amended or waived in writing by the City. The Contractor agrees to perform all work in accordance with this Contract and the following documents, which are incorporated herein by this reference:
 - This Contract
 - Scope of Work
 - Contractor's Proposal
 - All provisions required by law to be inserted into this Contract, whether actually attached hereto or not

In the event of a conflict between the provisions of any of the contract documents listed above, the provisions of the document first listed shall prevail.

- (4) Laws and regulations to be followed. Contractor, its employees, agents, and subcontractors, shall at all times fully comply with all applicable laws, regulations, and administrative rulings in performing work for the Project.
- (5) Work Hours. Contractor shall not work on weekends. On Mondays through Fridays, Contractor shall not start work before 8:00 AM, and shall not work after 6:00 PM.
- (6) Conditions of Work. By submitting a bid, Contractor represents and warrants to the City that Contractor has fully informed itself of all conditions relating to the work involved for completing the Project. In prosecuting the work, Contractor shall employ

such methods or means as will not interfere with or interrupt the work of the City or its agents, employees or contractors.

- (7) Contractor's Responsibility. Contractor will prosecute the work in accordance with instructions, descriptions and/or plans and specifications provided by the City. Contractor shall carry on the work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work and/or materials before its final completion and acceptance, repair or replace forthwith the work and/or materials so injured, damaged or destroyed, at his/her own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at site and become responsible therefore as though such materials and/or equipment were being furnished by Contractor. Contractor shall procure all permits (unless permits are secured or waived by the City) and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor shall be responsible for preparing working drawings, if applicable, and shall submit them to the City for approval prior to commencement of work. For purposes of this Contract, working drawings shall mean, shop drawings, shop plans, erection plans, false-work plans, framework plans, cofferdam, cribbing and shoring plans, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, which Contractor will rely on for purposes of conducting the work for the Project.
- (8) Contractor Clean-Up. Prior to physical completion, all debris resulting from Contractor's work, delivery or installation of equipment shall be disposed of entirely by Contractor in an efficient and expeditious manner as required and directed by the City.
- (9) Safety. Contractor and its subcontractors shall take all safety precautions and furnish and install all guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the work. Contractor agrees to furnish Material Safety Data Sheets (Form OSHA-20) applicable for hazardous or potentially hazardous products. Contractor agrees to comply with the conditions of the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued thereunder, and certify that all items furnished and purchased will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the City from damages assessed against the City because of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

B. Work Performance.

- (10) Prevailing wages. Contractor shall pay the then current prevailing wages, as that term is defined under the laws of the State of Washington, for all work performed on this Project by Contractor and by Contractor's employees, agents and subcontractors. Contractor is fully responsible for prevailing wage compliance. Upon execution of this

Contract, Contractor, and any subcontractors, shall file a “Statement of Intent to Pay Prevailing Wages” with L&I and file a copy of the Statement of Intent to Pay Prevailing Wages with the City. The City shall not make any payments or reimbursements under the Agreement prior to receipt of all required Intent to Pay Prevailing Wages forms.

For reference only, and without relieving any Contractor responsibility, the City notes the State of Washington prevailing wage rates for public works projects located in Pierce County may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Upon request, the City will mail a hard copy of the applicable prevailing wages for this Project. Contractor is advised that this is a multi-year contract and that prevailing wage rates are updated annually.

- (11) Notice to City. Minimum two (2) working days’ prior notice shall be given to the City’s Department of Public Works prior to commencement of work under this Contract.
- (12) Approved Plans & Specifications to be followed. All work is to be performed to the City’s satisfaction and in compliance with the Contract Documents listed in section 6.A(3) above, unless such requirements or specifications are expressly amended in writing by the City.
- (13) Schedule of Work to be followed. All Work shall be performed as provided in this Contract. Contractor shall diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with any Schedule of Work agreed to by the Parties, and shall make all reasonable efforts to complete the work in a timely manner.
- (14) Duty to Correct. Contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract. The Contractor shall bear the cost of correcting such rejected work. If the Contractor fails to correct nonconforming work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.
- (15) Project Administration. The Public Works Director, or his or her designee, shall administer this Contract and shall have all authority provided for the City under this Contract including all project approvals, including change orders. All work performed under this Contract will be monitored and inspected by the Public Works Director or his or her designee, and accepted by same.

c. Non-Discrimination.

- (16) Contractor, Contractor’s officers and employees, and its subcontractors and agents, shall not discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age, disability, or other condition prohibited by federal, state, or

local law or ordinance, except where the condition constitutes a bona fide occupational qualification under law.

- (17) Any violation of this Section shall be a material breach of this Contract and grounds for immediate cancellation, termination, or suspension of the Contract by the City, in whole or in part, and may result in Contractor being ineligible to perform further work for the City.

7. Compensation and Payment

- A. The City shall pay the Contractor for the work performed under this contract as follows (select one):
- ☐ Time and materials; not to exceed _____ plus all applicable taxes.
 - ☒ Lump sum price set forth on the Contractor's proposal; not to exceed \$33,519.50 (inclusive of all applicable taxes).
 - ☐ Unit prices set forth in the Contractor's proposal; not to exceed _____ plus all applicable taxes.
- B. Contractor shall request approval and acceptance of each category of work from the City. Contractor may not bill for the completed work until the City has accepted the completed work.
- C. All invoices shall be submitted for work after it has been performed, and paid by City warrant within thirty (30) days of receipt of a proper invoice, except those required to be withheld by law or agreed to in special contract provisions.
- D. Failure to perform any of the obligations under the Contract by Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by the City that any work has been satisfactorily completed.
- E. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

8. **Performance Bond.** If applicable, the Contractor shall provide a performance and payment bond to the City prior to commencement of work for 100% of the bid amount guaranteeing the full and faithful performance by Contractor of the terms and conditions of this Contract and the payment of all labor, mechanics, subcontractors, and materialmen and all persons who supply them with provisions and supplies for carrying out the work under this contract. This bond shall be in force until completion of the contract and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, in a company acceptable to the City and on the form attached hereto.

Initial: _____(Contractor)

9. **Retainage.** Pursuant to Chapter 60.28 RCW, a sum of five percent (5%) of the monies earned by Contractor will be retained from each invoice. Such retainage shall be used as a trust fund for the protection and payment: (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract. No final payment or release of any retainage will be made until Contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7 or other approved form) that has been certified by the industrial statistician of the Department of Labor and Industries. In addition, the retainage will not be released until the City has received certification that the Department of Revenue has received due payment of applicable taxes. Once the City has received certification from appropriate departments of the state of Washington, 45 days has passed from the date of acceptance of the Project and the City has not received any claims against the Project, then the City will release the retainage.
10. **Changes.** After execution of the Contract, changes in the scope of the work set forth in the Bid Documents may be accomplished by change order. Change orders shall be in writing signed by the Parties.
11. **Term and Termination of Contract.** This Agreement shall be in full force and effect for a period commencing upon execution and ending upon final acceptance of the project by the City, unless extended or sooner terminated under the provisions of this Contract. Time is of the essence of this Contract in each and all of its provisions in which performance is required. Further, this Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to Contractor. Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Contract.
12. **Responsibility Criteria and Verification by Contractor.** Pursuant to Chapter 39.04 RCW, the following requirements are part of this Contract:

A. *Responsibility Criteria.*

- (1) Eligibility to be awarded contract. Contractor hereby certifies that Contractor

meets the following responsibility criteria:

- a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
- b. Contractor has a current state unified business identifier number;
- c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
- d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);

B. *Requirement to verify subcontractors.* Contractor verifies the responsibility criteria contained above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors and that each subcontractor verify the responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every subcontract of every tier.

13. Insurance.

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations for a period of three years following substantial completion of the work for the benefit of the City, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the City has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the City.

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

E. City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability

maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provision

The Contractor's Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

G. Contractor's Insurance for Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.

H. Waiver of Subrogation

The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

J. Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

K. Subcontractors

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required

to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

L. Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

14. Claims for damages.

- A. Excluded situations. The City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, including public and private utilities; or reasonably foreseeable delays.
- B. Liability limited to direct costs. Contractor agrees that the City's liability to Contractor for payment of claims or damages of any kind whatsoever related to this Contract shall be limited to direct costs as provided under the force account provisions of applicable standard specifications. Contractor expressly waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that are not specific as to the actual, direct costs of contract work as defined in the force account provisions of applicable standard specifications.
- C. "Damages" defined. For purposes of applying RCW 4.24.115 to this Contract, Contractor and the City agree that the term "damages" applies only to a finding in a judicial proceeding and is exclusive of third party claims for damage primarily thereto.
- D. Indemnification. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily

injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further agreed that claims for damages against the City for which Contractor's insurance carrier does not accept defense of the City may be tendered by the City to Contractor, who shall then accept and settle with the claimant or defend the claim. The City retains the right to approve claims investigation and counsel assigned to said claims, and all investigation of legal work product regarding said claims shall be performed under a fiduciary relationship to the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

15. Assigning or Subcontracting. Contractor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Contract without the express prior written consent of the City.

16. Independent Contractor. Contractor is and shall be at all times during the term of this Contract an independent contractor. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City. The Contractor will solely be responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Contractor or any employee of the Contractor.

17. Disputes. Any action for claims arising out of or relating to this Contract shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.

18. Attorney's Fees. In any suit or action instituted to enforce any right granted in this Contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

19. Extent of Contract/Modification. This Contract, together with attachments or addenda, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only by written instrument properly signed by both parties. Should any language in any of the Exhibits or Contract Documents conflict with language contained in this Contract, the provisions of this Contract shall prevail.

20. Use and Ownership of Logos and Documents. The Contractor will not use any trade

name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

21. Non-waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

22. Severability. Any provision or part of the Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as reasonably possible to expressing the intention of the stricken provision.

BY ITS SIGNATURE BELOW, EACH PARTY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS CONTRACT AND AGREES TO BE BOUND BY THEM.

CITY OF EDGEWOOD

CONTRACTOR

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Ann Marie J. Soto, City Attorney

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ (*Corporate Officer (Not Contract Signer)*) certify that I am the _____ (*Corporate Title*) of the corporation named as Contractor in the Contract attached hereto; that _____, (*Contract Signer*) who signed said Contract on behalf of Contractor, was then _____ (*Corporate Title*) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Officer Signature (*not Contract Signer*)

Print Name

Title

State of _____

County of _____

_____, (*Corporate Officer (not Contract Signer)*) being duly sworn, deposes and says that he/she is _____ (*Corporate Title*) of _____ (*Name of Corporation*).

Subscribed and sworn to before me this _____ day of _____,
20_____.

Notary Public (Signature)

Notary Public (Print)

My commission expires _____



406 Porter Way
Milton, WA 98354-96354
Contact: Brian Freeman
Phone: 253-922-2787
Fax: 253-922-3245

Date: 10/27/2020
Job location: 3073 Chrisella Rd, Edgewood Wa

Project Title: City of Edgewood Demo

Thank you for the opportunity to participate in the above referenced project. The following is our cost proposal.

Bid Item	Description	Unit	Qty	Unit Price	Bid Total
10	House Demolition	EA	1	\$27,850	\$27,850
20	Asbestos Survey	EA	1	\$950	\$950
30	Septic Decommission	EA	1	\$1,700	\$1,700

	Sub Total	\$30,500
9.9%	Sales Tax	\$3,019.50
	Total	\$33,519.50

Scope of Work

- Complete Demolition of (2) structures and debris removal at 3703 Chrisella Rd.
- Complete septic tank decommissioning
- Asbestos survey of (2) structures at 3703 Chrisella Rd.

Exclusions

- Asbestos and/or lead paint removal. Abatement
- Import of material to fill hole from where foundation was. Foundation area will be sloped to make safe.
- Tree removal
- Hazardous waste including contaminated soils, underground fuel/oil tanks etc.

BECAUSE OF THE AGE OF THE HOUSE, WE ANTICIPATE AN ABATEMENT THAT WILL NEED TO HAPPEN DUE TO ASBESTOS. THE ABATEMENT COST WILL BE A CHANGE ORDER.

Note: This proposal may be withdrawn by us if not accepted within **30 Days** of proposal date.



Payments shall be made each thirty days as the work progresses. The entire amount of the contract shall be paid within thirty days after completion.

Terms and Conditions

Bid Term. This Bid remains effective for thirty (30) days from the date shown, after which it is subject to change or cancellation.

Changes. Any changes from the specifications on the face of this Agreement will be undertaken only upon written order, and will be charged at Time and Material rates unless otherwise specified in writing.

Early Termination. In the event that a project is canceled prematurely, A 20% Re-Stocking fee will be charged to owner.

Payment. Customer shall pay Cannon Construction the amount invoiced by Cannon Construction within thirty (30) days from the date of invoice. Customer agrees to pay Cannon Construction 18% finance charges per month on any unpaid balance.

Force Majeure. Cannon Construction shall not be liable in damages or otherwise for delay or failure to complete the job occasioned by Customer, Customer's agents, acts of God, accidents, labor disputes, carrier delays, or other causes outside of the control of Cannon Construction.

Hazardous Materials. Cannon Construction shall not be responsible for testing, handling, or disposing of contaminated, toxic or hazardous materials unless otherwise provided in this agreement. Cannon Construction shall assume that all materials hauled from the job site are not contaminated, toxic or hazardous, unless otherwise provided in this Agreement. Customer agrees to indemnify, defend and hold harmless Cannon Construction from and against any claims, actions, damages, and/or expenses arising out of Cannon Construction's handling or disposing of any such materials in the performance of its obligations under this agreement.

Lien. Cannon Construction. shall file a lien on the job location if necessary to enforce any of the payment provisions of this Agreement.

Warranty. Cannon Construction. work is guaranteed against faulty material and workmanship for one (1) year. ALL OTHER WARRANTIES ARE DISCLAIMED, INCLUDING WARRANTY OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Any alteration or deviation from the above specifications involving extra cost of material and/or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Respectfully submitted,
Estimator:

Signed:

Signed: _____

Date: _____



Title: _____



City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0535 , authorizing approval of membership application and payment of annual membership dues in the amount of \$1,563 to the National League of Cities for fiscal year 2020/2021	Agenda Item #: AB20-0535
	For Agenda of: 11/10/2020
	Prepared by: Daryl Eiding
Attachments (list): - Resolution NLC Agreement - Mayor Eiding Email_ FW_ Edgewood, WA - NLC Membership - New Membership Application - AdvanceYourCommunity	
Approval of Materials: Daryl Eiding Rachel Pitzel 11/5/2020 Dave Gray 11/5/2020 Daryl Eiding 11/5/2020	Expenditure Required: \$1,563 annually
	Amount Budgeted: \$1,563.00
	Timeline: 11/10/2020 RCM Action - Consent Agenda

Summary Statement:

The council finds value in a membership with the National League of Cities for training for diversity, equity and inclusion purposes. Membership qualifies the city for discounts on training events along with access to numerous other training and discounts. Both Federal Way and Tacoma are members of the NLC.

Item History:

~~11/03/2020 SS Discussion~~

Recommended Action:

MOTION to adopt Resolution No. 20-0535 as presented under the Consent Agenda.

Fiscal Note/Consideration:

RESOLUTION NO. 20-0535

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDGEWOOD, PIERCE COUNTY,
WASHINGTON, AUTHORIZING APPROVAL OF
MEMBERSHIP APPLICATION AND PAYMENT
OF ANNUAL MEMBERSHIP DUES IN THE
AMOUNT OF \$1,563 TO THE NATIONAL LEAGUE
OF CITIES FOR FISCAL YEAR 2020/2021**

WHEREAS, the Edgewood City Council adopted Resolution No. 20-0512, requesting review of the policies, procedures and best practices in the service of the Citizens of Edgewood, respecting the diversity of our citizens; and

WHEREAS, the National League of Cities (NLC) is a resource and advocate on behalf of municipalities and has more than 1,600 dues paying municipal members; and

WHEREAS, as a member of the NLC, a city or town's elected officials and staff participate in the NLC's programs, activities and governance; and

WHEREAS, City Council is vested in finding innovative solutions to challenges, accessing resources and best serves and helps the residents and community better;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor to submit an application and payment of annual membership dues in the amount of \$1,563 to the National League of Cities for Fiscal Year 2020/2021.

Section 2. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 10TH DAY OF NOVEMBER, 2020

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

From: [Daryl Eidinger](#)
To: [Rachel Pitzel](#)
Subject: FW: Edgewood, WA - NLC Membership
Date: Wednesday, November 4, 2020 8:40:38 AM
Attachments: [image001.png](#)
[image010.png](#)
[New Membership Application.pdf](#)
[AdvanceYourCommunity.pdf](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)

Rachel,

Here is the application to join NLC. Can we do a resolution for next week to put this on the agenda. Cost is \$1563 per year.

Daryl Eidinger

Mayor

City of Edgewood

(253) 952-3299

From: Kirk Ross <Ross@nlc.org>
Sent: Wednesday, October 28, 2020 1:20 PM
To: Daryl Eidinger <daryl.eidinger@cityofedgewood.org>
Subject: Edgewood, WA - NLC Membership

Mayor Eidinger,

I am Kirk Ross Membership Engagement Manager for the Western States. My Colleague Leon Andrews referred you to me as you expressed interest in NLC Membership. As Leon mentioned, Real Training is discounted for our NLC Members. However, there are many more reasons to be an NLC member.

The first is to join our mission of "Strengthening Local Leadership, Influence Federal Policy, and Drive Innovative Solutions." You would be apart of the decision process that determines of NLC policy that directs our Legislative Advocacy by joining a FA Council. You can also join Constituency Groups or Member Councils. The Constituency Groups are made up of like-minded members working toward equity within our cities. The Member Councils are made up of like Cities to deal with issues specific to Small Cities, Suburbs, and Large Cities. Edgewood could be apart of the First Tier Suburbs Council (I staff) that works on Issues like Economic Resilience, aging downtown infrastructure, and how to manage rapid population growth.

Tangible benefits are receiving a user account to:

- [Grant Access](#), allowing you to search the largest database of grants.
- [Prescription Discount Program](#) would allow up to 25% off for the residents of your City.
- [Public Finance Authority](#) is a tax-exempt bond issuing authority that was created by local governments for local governments to increase and streamline economic development projects.

There are many more benefits that can be found in the attached documents and our [website](#).

Many of your neighboring cities, like Tacoma, Federal Way, and Auburn, belong to NLC and would like to set up a meeting between you and them to discuss what they value in their NLC Membership.

Kirk H. Ross

MEMBER ENGAGEMENT MANAGER – WEST REGION

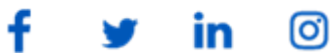
MEMBER SERVICES AND ENGAGEMENT



 ross@nlc.org

 (202) 626-3093

 www.nlc.org



This is an external email. Please use caution when opening any attachments.

Membership Application

JOIN THE NATIONAL LEAGUE
OF CITIES IN MOVING OUR
NATION FORWARD. TOGETHER.

Section 1: Municipality Data

Name of Municipality: _____
Address (City Hall): _____
City: _____ State: _____ Zip Code: _____
Billing Address (if different from above): _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Web: _____
Fax: _____ Twitter: _____
Email: _____ Facebook: _____

Does your municipality identify as:

Small Town

First Tier Suburb

Military Community

Large City

University Community

Other:

Section 2: Municipality Form of Government

Form of Government:

Mayor / Council

Commission

Council / Manager

Town Meeting

Fiscal Year Begins: _____

Primary Election Date: _____

General Election Date: _____

Is the Chief Elected Official a member of the governing body:

Yes

No

Are governing body terms:

Concurrent (C)

Staggered (S)

How is the chief elected official selected?

Directly by the voters in the general election

Most votes for seat on governing body during general election

Selected from the governing body by the governing body

Other, describe: _____

What is the size of the municipality's governing body?

What is the term length for the chief elected official?

What is the term length for the members of governing body?

Section 3: Municipal Priorities

Please check all that apply.

Community & Economic
Development

Revitalization

Public Safety

Sustainability

Education

Infrastructure

Fiscal Stability

Job Growth/Creation

Energy

Transportation

Environment & Natural
Resources

IT & Communications

Neighborhood

Equity & Social Justice

Other:

Section 4: City Official Profile

Submit as many individual profiles for staff as you would like.

► CHIEF ELECTED OFFICIAL

Name: _____

Party Affiliation: _____

Title: _____

Term End Date: _____

Email: _____

Ethnicity: _____

Telephone: _____

Gender: Male Female Other

Year of Birth: _____

Social Media Handles: _____

Chief of Staff / Exec. Asst.

Name: _____

Email: _____

Title: _____

Telephone: _____

► CITY MANAGER

Name: _____

Party Affiliation: _____

Title: _____

Term End Date: _____

Email: _____

Ethnicity: _____

Telephone: _____

Gender: Male Female Other

Year of Birth: _____

Social Media Handles: _____

Chief of Staff / Exec. Asst.

Name: _____

Email: _____

Title: _____

Telephone: _____

► CITY CLERK

Name: _____

Title: _____

Email: _____

Telephone: _____

Gender: Male Female Other

Year of Birth: _____

Social Media Handles: _____

Party Affiliation: _____

Term End Date: _____

Ethnicity: _____

► PRIMARY MUNICIPAL CONTACT

Name: _____

Title: _____

Email: _____

Telephone: _____

Gender: Male Female Other

Year of Birth: _____

Social Media Handles: _____

Party Affiliation: _____

Term End Date: _____

Ethnicity: _____

► PRIMARY BILLING CONTACT

Name: _____

Title: _____

Email: _____

Telephone: _____

Gender: Male Female Other

Year of Birth: _____

Social Media Handles: _____

Party Affiliation: _____

Term End Date: _____

Ethnicity: _____

► FINANCE DIRECTOR

Name: _____

Title: _____

Email: _____

Telephone: _____

Gender: Male Female Other

Year of Birth: _____

Social Media Handles: _____

Party Affiliation: _____

Term End Date: _____

Ethnicity: _____

► ECONOMIC DEVELOPMENT DIRECTOR

Name: _____

Title: _____

Email: _____

Telephone: _____

Gender: Male Female Other

Year of Birth: _____

Social Media Handles: _____

Party Affiliation: _____

Term End Date: _____

Ethnicity: _____

► CITY ATTORNEY

Name: _____

Title: _____

Email: _____

Telephone: _____

Gender: Male Female Other

Year of Birth: _____

Social Media Handles: _____

Party Affiliation: _____

Term End Date: _____

Ethnicity: _____

► PLANNING DIRECTOR

Name: _____

Title: _____

Email: _____

Telephone: _____

Gender: Male Female Other

Year of Birth: _____

Social Media Handles: _____

Party Affiliation: _____

Term End Date: _____

Ethnicity: _____

► OTHER

Name: _____

Title: _____

Email: _____

Telephone: _____

Gender: Male Female Other

Year of Birth: _____

Social Media Handles: _____

Party Affiliation: _____

Term End Date: _____

Ethnicity: _____

► OTHER

Name: _____

Title: _____

Email: _____

Telephone: _____

Gender: Male Female Other

Year of Birth: _____

Social Media Handles: _____

Party Affiliation: _____

Term End Date: _____

Ethnicity: _____

► OTHER

Name: _____

Title: _____

Email: _____

Telephone: _____

Gender: Male Female Other

Year of Birth: _____

Social Media Handles: _____

Party Affiliation: _____

Term End Date: _____

Ethnicity: _____

► OTHER

Name: _____

Title: _____

Email: _____

Telephone: _____

Gender: Male Female Other

Year of Birth: _____

Social Media Handles: _____

Party Affiliation: _____

Term End Date: _____

Ethnicity: _____

► OTHER

Name: _____

Title: _____

Email: _____

Telephone: _____

Gender: Male Female Other

Year of Birth: _____

Social Media Handles: _____

Party Affiliation: _____

Term End Date: _____

Ethnicity: _____

► OTHER

Name: _____

Title: _____

Email: _____

Telephone: _____

Gender: Male Female Other

Year of Birth: _____

Social Media Handles: _____

Party Affiliation: _____

Term End Date: _____

Ethnicity: _____

Section 5: Governing Body

► MEMBER OF GOVERNING BODY

Name: _____
Title: _____
Email: _____
Telephone: _____
Gender: Male Female Other
Year of Birth: _____
Social Media Handles: _____

Party Affiliation: _____
Term End Date: _____
Ethnicity: _____

Chief of Staff / Exec. Asst.

Name: _____
Title: _____

Email: _____
Telephone: _____

► MEMBER OF GOVERNING BODY

Name: _____
Title: _____
Email: _____
Telephone: _____
Gender: Male Female Other
Year of Birth: _____
Social Media Handles: _____

Party Affiliation: _____
Term End Date: _____
Ethnicity: _____

Chief of Staff / Exec. Asst.

Name: _____
Title: _____

Email: _____
Telephone: _____

► MEMBER OF GOVERNING BODY

Name: _____
Title: _____
Email: _____
Telephone: _____
Gender: Male Female Other
Year of Birth: _____
Social Media Handles: _____

Party Affiliation: _____
Term End Date: _____
Ethnicity: _____

Chief of Staff / Exec. Asst.

Name: _____
Title: _____

Email: _____
Telephone: _____

► MEMBER OF GOVERNING BODY

Name: _____

Title: _____

Email: _____

Telephone: _____

Gender: Male Female Other

Year of Birth: _____

Social Media Handles: _____

Party Affiliation: _____

Term End Date: _____

Ethnicity: _____

Chief of Staff / Exec. Asst.

Name: _____

Title: _____

Email: _____

Telephone: _____

► OTHER

Name: _____

Title: _____

Email: _____

Telephone: _____

Gender: Male Female Other

Year of Birth: _____

Social Media Handles: _____

Party Affiliation: _____

Term End Date: _____

Ethnicity: _____

► OTHER

Name: _____

Title: _____

Email: _____

Telephone: _____

Gender: Male Female Other

Year of Birth: _____

Social Media Handles: _____

Party Affiliation: _____

Term End Date: _____

Ethnicity: _____

► OTHER

Name: _____

Title: _____

Email: _____

Telephone: _____

Gender: Male Female Other

Year of Birth: _____

Social Media Handles: _____

Party Affiliation: _____

Term End Date: _____

Ethnicity: _____

► OTHER

Name: _____

Title: _____

Email: _____

Telephone: _____

Gender: Male Female Other

Year of Birth: _____

Social Media Handles: _____

Party Affiliation: _____

Term End Date: _____

Ethnicity: _____

► OTHER

Name: _____

Title: _____

Email: _____

Telephone: _____

Gender: Male Female Other

Year of Birth: _____

Social Media Handles: _____

Party Affiliation: _____

Term End Date: _____

Ethnicity: _____

► OTHER

Name: _____

Title: _____

Email: _____

Telephone: _____

Gender: Male Female Other

Year of Birth: _____

Social Media Handles: _____

Party Affiliation: _____

Term End Date: _____

Ethnicity: _____

Section 6: Payment of Dues

POPULATION	DUES
Under 1,000	\$276.00
1,000-2,000	\$563.00
2,001-5,000	\$849.00
5,001-10,000	\$1,172.00
10,001-20,000	\$1,563.00
20,001-30,000	\$1,953.00
30,001-40,000	\$3,419.00
40,001-50,000	\$4002.00
50,001-60,000	\$4,688.00
60,001-70,000	\$5,669.00
70,001-80,000	\$6,247.00
80,001-90,000	\$7,029.00
90,001-100,000	\$8,203.00
100,001-125,000	\$9,176.00
125,001-150,000	\$10,154.00
150,001-175,000	\$11,136.00
175,001-200,000	\$12,107.00
200,001-225,000	\$13,086.00
225,001-250,000	\$14,064.00

POPULATION	DUES
250,001-275,000	\$15,038.00
275,001-300,000	\$16,015.00
300,001-325,000	\$16,995.00
325,001-350,000	\$17,967.00
350,001-375,000	\$18,945.00
375,001-400,000	\$19,920.00
400,001-425,000	\$20,897.00
425,001-450,000	\$21,875.00
450,001-475,000	\$22,846.00
475,001-500,000	\$23,823.00
500,001-600,000	\$24,802.00
600,001-700,000	\$25,771.00
700,001-800,000	\$26,754.00
800,001-900,000	\$27,731.00
900,001-1,000,000	\$28,708.00
1,000,001-1,333,333	\$36,322.00
1,333,334-1,666,666	\$41,010.00
Over 1,666,667	\$47,231.00

Dues scheduling is based on your city's population as reported in the 2010 Census.

Population as of 2010 census: _____

Dues: _____

Please enter population without commas

► PAYMENT METHOD

Check Enclosed

Wire Transfer

Credit Card

Send Invoice

Credit Card Number: _____ CSV #: _____

Name as it appears on card: _____ Expr. Date: ____/____/____

Signature of Card Holder: _____ Date: _____

Contact Info:

Mail: National League of Cities
Membership Lockbox- 4047
PO Box 17425
Baltimore, MD 21298-8240

Email: membership@nlc.org





Advance your community. Enhance your leadership.

JOIN THE NATIONAL LEAGUE OF CITIES

1 Advocate ACHIEVE YOUR POLICY AGENDA IN WASHINGTON, DC

Achieve your policy agenda in Washington with NLC as your advocate. NLC is your voice on issues impacting cities, towns, and villages.

Congressional City Conference

2,000+ ATTENDEES

250+ MEETINGS



Federal Advocacy Committees

Join a Federal Advocacy Committee and help shape NLC's priorities for cities, towns, and villages.

Community &
Economic Development

Energy, Environment
& Natural Resources

Finance, Administration &
Intergovernmental Relations

Human Development

Information Technology &
Communications

Public Safety & Crime Prevention

Transportation & Infrastructure
Services



Through NLC's Federal Advocacy Committees, my city has learned what other cities, large and small, are doing on key issues. Personally, I was able to participate in Infrastructure Week, lobby for federal grants for my city and every city around the nation, and give a presentation highlighting key issues to lawmakers on Capitol Hill, all through membership in NLC.

CRAIG THURMOND | MAYOR
Broken Arrow, OK

NLC Community and Economic
Development Committee

2 Solve ACCESS CASE STUDIES, TECHNICAL ASSISTANCE, BEST PRACTICES, RESEARCH, AND FUNDING

Find innovative solutions to emerging challenges, access resources and best practices that compliments your work in your community and helps you serve your residents better. NLC connects you with grant funding, case studies, and technical assistance.

NLC Grant Access

10,000+
FUNDING OPPORTUNITIES
AVAILABLE ONLINE

3 Learn BUILD YOUR KNOWLEDGE AND LEADERSHIP SKILLS

Participate in skills building and knowledge workshops created specifically for local leaders. From NLC University to our annual City Summit, strengthen your leadership skills in a variety of learning environments.

NLC City Summit

3,500+
ATTENDEES

200+
EXHIBITORS

100+
WORKSHOPS

4 Network CONNECT TO THOUSANDS OF PEERS

From our member councils to our constituency groups, NLC is the place to connect and network with other municipal leaders facing similar challenges.

Member Councils

- First Tier Suburbs Council
- Large Cities Council
- Military Communities Council
- Small Cities Council
- University Communities Council
- Council on Youth, Education, and Families
- Race, Equity and Leadership (REAL) Council

Constituency Groups

- Asian Pacific American Municipal Officials
- Hispanic Elected Local Officials
- Lesbian, Gay, Bisexual, Transgender Local Officials
- National Black Caucus of Local Elected Officials
- Women in Municipal Government



The Municipality of Norristown and I are excited to work with the NLC team to find innovative ways to expand our dynamic workforce and lift it up on the national level.

VALERIE SCOTT COOPER
DISTRICT COUNCILWOMAN
.....
Norristown, PA

Take the next step, **contact your NLC representative:**

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WASHINGTON
**Member Services &
Engagement Director**

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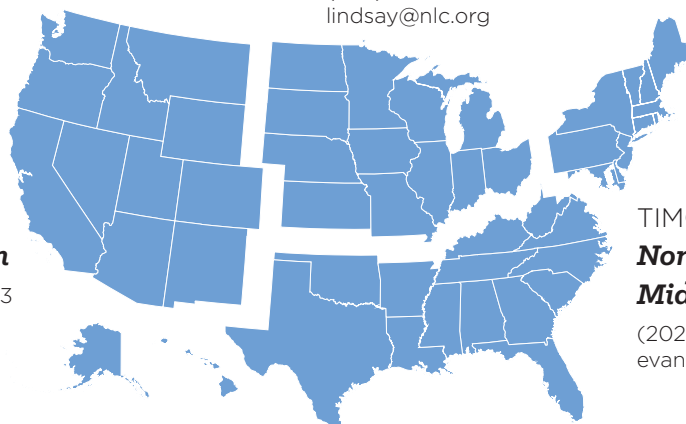
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City Of Edgewood Council Agenda Summary Sheet

Subject: AB20-0588 , a motion adopting Ordinance No. 20-0588 - setting the Property Tax Levy for Fiscal Year 2021	Agenda Item #: AB20-0588
	For Agenda of: 11/10/2020
	Prepared by: Dave Gray
Attachments (list): 1. Ord No. 20-0588 2021 Property Tax Levy 2. 2021 Levy Certification Nov Submission	
Approval of Materials: Dave Gray Rachel Pitzel 11/5/2020 Dave Gray 11/5/2020 Daryl Eidinger 11/5/2020	Expenditure Required: N/A
	Amount Budgeted: \$1,999,795.18
	Timeline: RCM - Public Hearing 11/07/2020 RCM - Council Business Action 11/07/2020

Summary Statement:

Annually the City Council considers setting the property tax levy (a fixed dollar amount to be collected) for the coming fiscal year. 2020 valuations will be collected in 2021 at a millage rate set after a public hearing, generally on the same night. By law (RCW 85.55.005), the City is restricted as to how much the increase, without a vote of the public, can be. That restriction is generally held to 1% of the previous total property tax collection from the prior year. The actual test is two tiered and a bit more complex, as outlined in the RCW 85.55.005) In 2021 the increase is less than one percent (1%) because of the Implicit Price Deflator, refunds, the addition of new construction values to the tax roll and the increase valuation of state land, that affect the test for the current year. In addition to the regular levy, the City receives property tax revenue in 2021 generated from 2020 New Construction.

Item History:

11/07/2020 Budget Retreat

11/10/2020 Regular Council Meeting Public Hearing & Council Action

Recommended Action:

Move to Adopt Ordinance 20-0588, setting the Property Tax Levy for Fiscal Year 2021

Fiscal Note/Consideration:

The 2021 Property Tax Levy, the 1st leg of the City's three leg sustained revenue stream, is set at \$1,880,666.10. This is an increase of \$9,676.13 over the 2020 Levy of \$1,870,989.97. The increase represents a percentage increase of .517166% (less than 1%). For a property value of \$375,000 the increase represents a higher property tax bill of about \$1.94 for the year ($\$375,000/1000 \times .00517166$). The fiscal budget shows a total estimate for property tax collection in 2021 of \$1,999,795.18. The larger amount is due to new construction of \$116,747.65, which is paid by those 2020 newly constructed properties coming

onto the 2021 tax roll, at the 2020 tax rate, and from a combination of State Owned Properties and an increase in collections for 2021 due to 2020 refunds, the total of which is \$2,381.42 (\$1,880,666.10+\$116,747.65+\$2,381.42).

ORDINANCE NO. 20-0588

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
EDGEWOOD, PIERCE COUNTY, WASHINGTON, SETTING THE
PROPERTY TAX LEVY FOR FISCAL YEAR 2021**

WHEREAS, the City of Edgewood attests that the City's population is estimated at 12,070 by the Washington State Department of Financial Management; and

WHEREAS, the City Council of the City of Edgewood has properly given notice of a public hearing on revenue sources for the City's following year's current expense budget, held on November 10, 2020. The hearing included the City's consideration of possible increases in property tax revenues for fiscal year 2021, pursuant to RCW 84.55.120; and

WHEREAS, the City of Edgewood's highest lawful levy amount since 1985 was \$1,869,421.16; and

WHEREAS, the City of Edgewood's actual levy amount from the previous year was \$1,870,989.97.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD,
WASHINGTON, DOES ORDAIN AS FOLLOWS:**

Section 1. Property Tax Levy. An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2021 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be \$9,676.13 which is a percentage increase of .517166% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Certified Copies To Be Filed. Pursuant to RCW 84.52.020, the City Clerk is hereby directed to file certified copies of this Ordinance with the appropriate Pierce County authorities.

Section 4. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after publication in the City's official newspaper.

**PRESENTED TO COUNCIL FOR FIRST READING
AND ADOPTION ON NOVEMBER 10, 2020.**

SIGNED BY:

Mayor Daryl Eiding

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

City Attorney Ann Marie Soto

Date of Publication: 11/12/2020

Effective Date: 11/17/2020

Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Rachel Pitzel,
(Name)

City Clerk, for Edgewood, do hereby certify to
(Title) (District Name)

the Pierce County legislative authority that the Council
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's
(Year of Collection)

budget, which was adopted following a public hearing held on 11/10/20:
(Date of Public Hearing)

Regular Levy: \$1,997,413.76
(State the **total** dollar amount to be levied)

Excess Levy: _____
(State the **total** dollar amount to be levied)

Refund Levy: \$2,381.42
(State the **total** dollar amount to be levied)

Signature: _____

Date: 11/10/20

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