



## CITY COUNCIL MEETING AGENDA

City Hall – 1104 Maple Street

March 7, 2022 6:00 PM

Please click the link below to join the webinar:

<https://sumnerwa-gov.zoom.us/j/81793945258>

Or One tap mobile :

US: +12532158782,,81793945258# or +13462487799,,81793945258#

Or Telephone: US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833 or +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 817 9394 5258

### CALL TO ORDER

Pledge of Allegiance

Invocation - Pam Osborne

Roll Call: Bitetto, Brown, Cole, Hochstatter, Neuman, Reed and Stuard

*The following items are distributed to Councilmembers in advance for study and review, and the recommended actions will be accepted in a single motion. Any item may be removed for further discussion if requested by a Councilmember.*

### CONSENT AGENDA

1. Approval of checks and electronic payments in the amount of [\\$2,219,763.29](#).
2. Approval of the minutes from the February 22, regular council meeting and the 28th of February study session.
3. Purchase and Sale Agreement - 14415 29th Street East (Buck)

### PUBLIC HEARING

### REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment (Limit 3 minutes)**  
Members of the community who wish to give public comment are strongly encouraged to join the meeting via the ZOOM link or by telephone. If you are unable to join the meeting, please submit your public comment in writing via email to the City Clerk at [Michellec@sumnerwa.gov](mailto:Michellec@sumnerwa.gov) no later than 5:30pm on the date of the meeting. Any written comments received will be read into the record and provided to the City Council. Please contact the City Clerk at 253-299-5590 with any questions.
3. **New Business**
  - a. Ordinance No. 2800 - Authorizing Condemnation For New Public Works Operations Facility
4. **Reports**
  - a. Council
  - b. City Administrator
  - c. Mayor

**5. Executive Session**

**6. Adjournment**

*This meeting is accessible to persons with disabilities. For individuals who may require special accommodations, please contact the City Clerk at (253) 299-5590, 24 hours in advance.*

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**SUBJECT:** Approval of checks and electronic payments in the amount of [\\$2,219,763.29](#).

**CATEGORY:** Consent

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**BUDGET IMPACT:**

Expenditure Required: None

Within Budget Allocation: N/A

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**ATTACHMENTS:**

1. Approval Page

**STAFF CONTACT:** Jeff Steffens, Administrative Services Director

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**SUMMARY BACKGROUND:**

Checks and electronic payments for the previous month.

**COUNCIL COMMITTEE/STUDY SESSION:**

**MEETING/STUDY SESSION DATE:**

**COMMITTEE RECOMMENDATION:** Committee Do-Pass

**STAFF RECOMMENDATIONS/MOTION:**

Approve as presented.



**CLAIMS VOUCHER**  
**APPROVAL**  
 City of Sumner Finance  
 Department

**The following check/electronic payments are approved for payment:**

|                                |                 |                 |                       |
|--------------------------------|-----------------|-----------------|-----------------------|
| Accounts Payable Check #:      | From: 27687     | To: 27825       | \$442,309.01 *        |
| AP Electronic (EFTs) Payments: | From: 349       | To: 357         | \$415,198.23          |
| AP Wire(s):                    | From: 15161     | To: 15166       | \$538,998.88          |
| Payroll DD Numbers:            | From: 50822     | To: 50954, 4134 | \$379,708.03          |
| Payroll Check(s):              | From: 46633     | To: 46633       | \$7,935.72            |
| Payroll Wire(s):               | From: 4131-4133 | To: 4135-4143   | \$435,613.42          |
|                                |                 | <b>TOTAL</b>    | <b>\$2,219,763.29</b> |

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

DocuSigned by:

*Kassandra Raymond*

9A6D6E6EBAE64A6...

Chief Financial Officer

2/28/2022 | 11:25 AM PST

Date

We, the undersigned Finance & Personnel Committee of the Sumner City Council, Sumner, Washington, do hereby certify that the check numbers and electronic payments listed above are approved for payment in the amount of \$2,219,763.29 this 21st day of February 2022.

DocuSigned by:

*[Signature]*

708BA203DF904E7...

Chair

2/18/2022 | 11:05 AM PST

Date

DocuSigned by:

*Patricia Cole*

1830014FF4084BF...

Member

2/17/2022 | 4:10 PM PST

Date

DocuSigned by:

*Barbara Bitetto*

24FE662EDD845C...

Member

2/17/2022 | 7:50 PM PST

Date

\* Includes \$601.35 in Use Tax and (\$12,097.32) in Check Voids.

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**SUBJECT:** Approval of the minutes from the February 22, regular council meeting and the 28th of February study session.

**CATEGORY:** Consent

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**BUDGET IMPACT:**

Expenditure Required: None

Within Budget Allocation: N/A

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**ATTACHMENTS:**

1. Minutes - February 22, 2022, Regular Council Meeting
2. Minutes - February 28, 2022 Study Session

**STAFF CONTACT:** Michelle Converse, City Clerk

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**SUMMARY BACKGROUND:**

Minutes from the previous two council meetings.

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**COUNCIL COMMITTEE/STUDY SESSION:**

**MEETING/STUDY SESSION DATE:**

**COMMITTEE RECOMMENDATION: Committee Do-Pass**

**STAFF RECOMMENDATIONS/MOTION:**

Approve as written.

**CITY OF SUMNER**  
**Council Meeting**  
**Minutes – February 22, 2022**

The Covid-19 pandemic continues to impact the health and safety of our community. In an effort to be diligent, the city is continuing to conduct all public meetings virtually, using the ZOOM platform. Access information can be located on the city's website, and on each meeting agenda. As the pandemic evolves, and when it is safe to do so, we look forward to welcoming everyone back to City Hall for in-person and hybrid meetings in our newly renovated council chambers.

**CALL TO ORDER**

The Sumner City Council met in regular session at 6:00pm, with Mayor Kathy Hayden presiding.

Staff present via electronic device: City Administrator Jason Wilson, City Attorney Andrea Marquez, Administrative Services Director Jeff Steffens, Deputy City Attorney Maili Barber, Communications Director Carmen Palmer, Chief Financial Officer Kassandra Raymond, Public Works Director Mike Dahlem, Police Chief Brad Moericke, Community Development Director Ryan Windish, Development Services Director Doug Beagle, and City Clerk Michelle Converse

Mayor and Councilmembers present via electronic device: Mayor Kathy Hayden, Councilmembers Bitetto, Brown, Cole, Hochstatter, Neuman, Reed and Stuard

**CONSENT AGENDA**

MOVED BY HOCHSTATTER, SECONDED BY STUARD TO APPROVE THE CONSENT AGENDA CONSISTING OF:

1. Approval of checks and electronic payments in the amount of \$5,014,867.09.
2. Approval of the minutes from the regular council meeting of February 7, 2022 and 14 February 2022 study session.
3. Agreement with Pierce County for Federal Low Income Household Water Assistance Program Services
4. Resolution No. 1614 - Washington State Department Of Transportation Updated Right-of-Way Procedures
5. Purchase and Sale Agreement – Parking Area of 1312 Main St (NAPA) for Main and Wood Project
6. Bridge Street Bridge - Project Acceptance
7. Pandemic Policy Update

PASSED BY VOICE VOTE.

**PUBLIC HEARING**

There was no Public Hearing tonight.

**UNFINISHED BUSINESS**

## PUBLIC COMMENT

There was none tonight.

### NEW BUSINESS

**Ordinance No. 2807 – Amending Sumner Municipal Code 2.112 – Contract Approval Authority**  
MOVED BY REED SECONDED BY HOCHSTATTER A MOTION TO APPROVE ORDINANCE NO. 2807 AMENDING SUMNER MUNICIPAL CODE CHAPTER 2.112.

Chief Financial Officer Kassandra Raymond addressed the Council.

City staff have been working to update the administrative Purchasing and Contracting Manual. This policy document was developed to provide guidance and documentation for City staff reference. The original policy was adopted on June 4, 2018. Finance staff has worked with departmental users to update and clarify the policy. The revised policy was presented to the Finance & Personnel Committee November 3, 2021, meeting. With the revision of the Purchasing and Contracting Manual, updates are required to the Sumner Municipal Code Chapter 2.112. These updates are consistent with the revised Purchasing and Contracting Manual, and balance staff efficiency with a strong internal control framework.

Discussion ensued.

PASSED BY VOICE VOTE.

**Ordinance No. 2811 – Amending Sumner Municipal Code 13.08 – Utility Billing**  
MOVED BY BITETTO SECONDED BY HOCHSTATTER AMENDING SUMNER MUNICIPAL CODE 13.08 - UTILITY BILLING.

Chief Financial Officer Kassandra Raymond addressed the Council.

Currently, the Sumner Municipal Code allows for utility bills to be setup in tenant's names. However, RCW 35.21.290 (water) and RCW 35.67.200 (sewer) directs that the fiscal responsibility of the utility bill remain with the property. Reviewing the impacts of current practice, City staff recommends amending the Municipal Code to require that residential utilities be placed under an owner's name. In situations where a property is tenant-occupied, RCW 35.21.217 provides options for the City to work with a tenant facing imminent disconnection due to owner non-payment of services. This practice will provide greater transparency to the property owner, and reduce administrative burden to City staff.

Discussion ensued.

PASSED BY VOICE VOTE.

**Ordinance No. 2810 – Parking Code Amendments (136<sup>th</sup> Ave Court East)**  
MOVED BY NEUMAN SECONDED BY REED TO ADOPT ORDINANCE NO. 2810 AMENDING THE PARKING CODE.

The City has received truck parking complaints from adjacent businesses on the section of 136th Avenue Court East that lies south of 24th Street East in the Interchange Commercial Zone. The narrowness of the roadway, congestion, and close driveway entrances creates congested areas for truck parking. Local businesses have complained about the potential for accidents and the debris, garbage, and human waste

disposal that is caused by truck parking in the area. All business owners adjacent to the street are in favor of prohibiting truck parking. Ordinance No. 2810 would prohibit all truck and trailer parking on this section of street, but allow for 4-hour automobile parking on the west side near the hotels.

Community Development Director Ryan Windish spoke to the ordinance.

Discussion ensued.

PASSED BY VOICE VOTE.

### **Resolution No. 1613 – Parks Improvement Plan**

MOVED BY HOCHSTATTER SECONDED BY STUARD APPROVE RESOLUTION NO. 1613 - ESTABLISHING THE 2022-2027 PARKS IMPROVEMENT PLAN.

Community Services Manager Derek Barry addressed the council.

The City Council adopted the Parks & Trail Plan update in 2018, providing guidance for the planning of Sumner's Parks and Trails. In 2019, a presentation of recommended projects and decision-making strategies was given to the Council. This included seeking property in underserved areas of Sumner as well as specific improvements to current parks. The strategies and direction helped the City obtain funding assistance from Pierce County Conservation Futures for the Bennett Property, and receive a donation from David and Janell Qunell for a small park in the Rivergrove Community. The Rainier View Park Covered Court was selected for funding through the Recreation and Conservation Office as well as the Local Communities Program from the State Legislature.

Staff recommends a six-year improvement plan be presented and approved by the Council annually, similar to the Transportation Improvement Plan. The 2022-2027 Parks Improvement Plan (PIP) will establish and prioritize the parks projects for the next six years.

Discussion ensued.

PASSED BY VOICE VOTE.

### **COUNCIL REPORTS**

Councilmember Reed, Neuman, Hochstatter, Cole, Stuard and Bitetto had no reports tonight.

Councilmember Brown congratulated the Sumner High School Girls Basketball team and wished them luck against Richland.

### **CITY ADMINISTRATOR**

City Administrator Jason Wilson updated council with the following:

#### **Upcoming Policy Issues:**

- Next Week's Study Session:
  - Fiber Optics Study
  - White River Restoration Project Update
  - Parks Master Plan (Seibenthaler and Bennet Property Parks)
- Council Retreat—Saturday March 5<sup>th</sup> 9am – 3pm
  - 2021 Financial Review
  - 2023-28 Financial Forecast

- Council Strategic Priorities
- Budget Engagement
- Next Regular Council Meeting on March 7<sup>th</sup>:
  - Purchase and Sale Agreement 14415 29<sup>th</sup> St. E.
  - An ordinance authorizing condemnation for New PW Operations Facility
- Special Study Session—following RCM on March 7<sup>th</sup>:
  - Senior Housing Amendments
  - MFTE Expansion

**Personnel Issues:**

- The City is currently recruiting for summer seasonal employees. Three-month seasonal positions are available working with the Public Works Operations Division and one five-month seasonal position is available with our Parks Division. These are great opportunities for students' home from college or for someone interested in future work in local government. Additionally, the City has renewed its partnership with Degrees of Change Seed Internship programs to fill our engineering summer internships.

**Policy Follow-Up:**

- Utility Disconnects: Chief Financial Officer Raymond was happy to report that the City is down to just 42 (down from over 445) accounts that will require disconnection. The City entered into 70 payment plans to help facilitate customer payments.

**MAYOR REPORT**

Mayor Hayden and staff hosted the Sumner Puyallup Chamber Leadership Institute on Friday, February 18, 2022. Staff lead a City tour for the Institute which was followed by lunch and a tour of Dillanos Coffee Roasters.

**EXECUTIVE SESSION**

There was no Executive Session tonight.

**ADJOURNMENT**

With no further business before the Council, the Mayor adjourned the meeting at 6:38pm. Councilmembers concurred.

ATTEST:

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Kathy Hayden, Mayor

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Michelle Converse, CMC City Clerk

**SUMNER CITY COUNCIL**  
**Minutes – Study Session**  
**February 28, 2022**

The Covid-19 pandemic continues to impact the health and safety of our community. In an effort to be diligent, the city is continuing to conduct all public meetings virtually, using the ZOOM platform. Access information can be located on the city's website, and on each meeting agenda. As the pandemic evolves, and when it is safe to do so, we look forward to welcoming everyone back to City Hall for in-person and hybrid meetings.

The Sumner City Council met in study session at 6:00pm, with Mayor Kathy Hayden presiding.

Councilmembers present: Bitetto, Brown, Cole, Hochstatter, Reed and Stuard

Councilmember Neuman was absent.

MOVED BY REED, SECONDED BY BITETTO TO EXCUSE COUNCILMEMBER NEUMAN.

PASSED 6-0

Staff present: City Administrator Jason Wilson, Administrative Services Director Jeff Steffens, City Attorney Andrea Marquez, Public Works Director Mike Dahlem, Community Development Director Ryan Windish, Development Services Director Doug Beagle, Community Service Manager Derek Barry, Chief Financial Officer Kassandra Raymond and Robert Wright, Environmental & Sustainability Specialist

**REGULAR BUSINESS**

1. Fiber Study
2. White River Project Update
3. Parks Master Plan (Seibenthaler Park and the old Bennett property)

**ADJOURNMENT**

When there was no further business before the Council, the meeting adjourned at 8:08pm.

**ATTEST:**

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City Clerk Michelle Converse, CMC

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Mayor Kathy Hayden

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**SUBJECT:** Purchase and Sale Agreement - 14415 29th Street East (Buck)

**CATEGORY:** Consent

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**BUDGET IMPACT:**

Expenditure Required: \$750,000

Within Budget Allocation: Yes

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**ATTACHMENTS:**

1. Property Aerial Photograph
  2. Purchase and Sale Agreement (14415 29th Street East)
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**STAFF CONTACT:** Andrea Marquez, City Attorney

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**SUMMARY BACKGROUND:**

As part of the Public Works Operations Facility project, the City identified and then began acquiring property along 29th Street East necessary for the project. In 2019, the City acquired four parcels south of 29th Street East, and during the design phase of the project, discovered that additional property would be necessary to build a facility of adequate size and capacity to serve the City's public works staff, equipment, services and needs well into the future. Two additional parcels north of 29th Street were identified. The purchase and sale agreement before Council tonight is one of those parcels: 14415 29th Street East. The City had the property appraised and reviewed. The property owner counter offered at a price that the City's right of way acquisition agents determined to be reasonable and supported by objective evidence. The City settled on a purchase price of \$750,000. The property owner is also entitled to a \$750.00 reimbursement for the appraisal they paid for. Staff recommend approval of the purchase and sale agreement.

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**COUNCIL COMMITTEE/STUDY SESSION:** Public Works Committee

**MEETING/STUDY SESSION DATE:** 3/1/2022

**COMMITTEE RECOMMENDATION:** Do Pass

**STAFF RECOMMENDATIONS/MOTION:**

A motion approving the acquisition of 14415 29th Street East for a total amount of \$750,750 and authorizing the Mayor to execute any and all documents necessary to effectuate the purchase transaction.



**AERIAL VIEW OF SUBJECT SITE**  
SUBJECT PROPERTY OUTLINED IN RED

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is entered into by and between **Michael Buck and Lisa Buck, husband and wife**, (hereinafter "Seller") and the **City of Sumner**, a municipal corporation and political subdivision of the state of Washington (hereinafter "Purchaser"). Seller and Purchaser may hereinafter collectively be referred to as "Parties" or individually as a "Party."

### AGREEMENT

FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein, the sufficiency of which is unconditionally acknowledged by Seller and Purchaser, the Parties agree as follows:

1. **The Property.** Seller is the sole owner in fee simple of certain real property located in Pierce County, Washington identified by parcel numbers 042012-4034 and legally described on the attached **Exhibit A (the Property)**.
2. **Purchase and Sale.** Seller shall sell and convey to Purchaser, and Purchaser shall purchase and accept from Seller, upon the terms, covenants, and conditions set forth in this Agreement, all of Seller's right, title, and interest in and to the Property, including all after-acquired property. Seller warrants that Seller has full right, title, authority, and capacity to execute this Agreement and sell the Property. Purchaser warrants that Purchaser has full right, title, authority, and capacity to execute this Agreement and purchase the Property.
3. **Purchase Price and Payment.** The total purchase price for the Property (hereinafter "Purchase Price") is seven hundred fifty thousand dollars and 00/100 (\$750,000) Dollars and shall be paid by Purchaser to Seller by cashier's check, certified check, or wire transfer of immediately available funds to Seller at closing.
4. **Conveyance of Title.** Seller shall convey title to the Property legally described on the attached Exhibit A to Purchaser by Warranty Deed (hereinafter "Deed").
5. **Closing; Possession.** Closing shall occur upon payment of the Purchase Price to Seller from Purchaser and delivery of the executed Deed from Seller to Purchaser (hereinafter "Closing Date"), but in no event later than March 31, 2022. The Parties agree to execute any and all documents necessary to effectuate the intent of this Agreement. Purchaser shall be entitled to possession of the Property legally described on the attached Exhibit A as of the Closing Date.
6. **Approval by the Sumner City Council.** The Parties acknowledge that this Agreement shall not be deemed accepted by or binding on the Purchaser until approved by the Sumner City Council in an open public meeting, which approval was granted on March 7, 2022. Therefore, the foregoing condition was fully satisfied prior to the Parties execution of this Agreement.
7. **Risk of Loss.** Risk of loss of or damage to the Property shall be borne by Seller until the Closing Date. Thereafter, Purchaser shall bear the risk of loss. In the event of material loss of or damage to the Property prior to the Closing Date, Seller shall promptly notify Purchaser in writing and Seller shall not be obligated to restore the Property nor pay damages to Purchaser by reason of such loss or damage. Upon receipt of written notice pursuant to Section 10 below, Purchaser may within five (5) business days terminate this Agreement by giving written notice of such termination to Seller and such termination shall

be effective immediately; provided, however, that Purchaser may elect to purchase the Property in the condition then existing; provided that, Purchaser delivers notice of such election pursuant to Section 10 below within five (5) business days of receipt of Seller's notice of a material loss of or damage to the Property as provided for in this Section 8.

**8. Closing Costs & Prorations.** Seller shall pay its own attorney fees. Purchaser shall pay the cost of recording the Deed, its own attorney fees, and all other costs and expenses allocated to Purchaser and Seller pursuant to the terms of this Agreement; excepting only the Seller's payment of its own attorney fees as provided for above in this Section 8 and any prorations for which it is responsible pursuant to the following sentence. Any taxes, liens, assessments, insurance, or charges imposed by law upon the Property shall be prorated as of the Closing Date, with such prorations to be a final settlement between the Parties.

**9. Notices.** Except as specifically set forth herein, any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States Mail first class, postage prepaid and addressed as follows:

| PURCHASER                                                                     | SELLER                                                          |
|-------------------------------------------------------------------------------|-----------------------------------------------------------------|
| City Administrator<br>City of Sumner<br>1104 Maple Street<br>Sumner, WA 98390 | Michael & Lisa Buck<br>17924 2nd St. E.<br>Lake Tapps, WA 98391 |
|                                                                               |                                                                 |

The foregoing addresses may be changed by written notices to the other party as provided herein.

**10. Time.** Time is of the essence in every provision herein contained.

**11. Binding Agreement.** This Agreement shall inure to the benefit of and be binding upon the heirs, personal representative, successors, and assigns of the Parties.

**12. Attorneys' Fees.** In the event of any litigation regarding the rights and obligations of the parties under this Agreement, the prevailing party shall recover its costs and attorneys' fees, including such costs and attorneys' fees for appeals.

**13. Negotiation and Construction.** This Agreement was negotiated by the Parties and shall be construed according to its fair meaning and not strictly for or against either Party.

**14. Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties.

15. **Counterparts.** This Agreement may be signed in two or more counterparts, which taken together shall constitute the complete Agreement.

16. **Invalid Provision.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

**[SIGNATURES & ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]**

Approved as to legal form only:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF PIERCE )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared Kathy Hayden, known to me to be the Mayor of the City of Sumner, Washington, a municipal corporation and political subdivision of the state of Washington, who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

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

454-413

Notary Public in and for the State of  
Washington, residing at

My commission expires \_\_\_\_\_

**SELLER'S SIGNATURE PAGE**

Dated: 2/18, 2022

[Signature]  
Michael Buck

[Signature]  
Lisa Buck

STATE OF WASHINGTON )

County of Chelan )

On this 18th day of February, 2022 before me personally appeared Michael and Lisa Buck to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

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



[Signature]  
Notary Public in and for the State of  
Washington, residing at Wenatchee, WA  
My commission expires 8/26/2023

EXHIBIT A  
LEGAL OF PROPERTY

PARCEL 042012-4034

THE EAST ONE ACRE OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN SUMNER, PIERCE COUNTY, WASHINGTON;

THENCE NORTH ALONG THE CENTER LINE OF THE COUNTY ROAD, 1050 FEET;

THENCE EAST ALONG THE NORTH LINE OF DEMING AVENUE 590 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 270 FEET;

THENCE EAST 280 FEET;

THENCE SOUTH 270 FEET TO THE NORTH LINE OF DEMING AVENUE;

THENCE WEST 280 FEET TO THE TRUE POINT OF BEGINNING, ALL LINES RUNNING PARALLEL WITH SECTION LINES;

SITUATED IN THE CITY OF SUMNER, COUNTY OF PIERCE, STATE OF WASHINGTON

# ESCROW AGREEMENT

**TO:** Chicago Title  
David Vanderpol  
1142 Broadway, Ste. 200  
Tacoma, WA 98042  
David.Vanderpol@ctt.com

Title Commitment Number: 220359-TC  
Commitment Date: 8/6/2021

Owner Name:  
Michael Buck and Lisa Buck

Parcel Number:  
0420124034  
14415 29<sup>th</sup> St. E. Sumner, WA 98391

Seller Information:  
Michael and Lisa Buck  
17924 2<sup>nd</sup> St. E., Lake Tapps, WA 98391  
253-569-3743  
[REDACTED]

Buyer Information:  
City of Sumner  
1104 Maple Street  
Sumner, WA 98390  
Andrea Marquez, City Attorney  
253-260-2427  
Andream@sumner.gov

The City of Sumner, and the undersigned, mutually agree and direct you to close this escrow in accordance with the following instructions:

1. The undersigned grantors hereby authorize the issuance of a city warrant payable solely to the above-named Escrow Agent, for our benefit.
2. Receive the Warranty Deed handed herewith from me as grantor to the city as grantee, conveying the lands described in your above-referenced Preliminary Commitment.
3. Receive the sum of \$750,750.00 in the form of a city warrant that you are instructed to distribute as follows:  
  
Payoff and eliminate of record all encumbrances on said premises shown in your Preliminary Commitment dated February 11, 2022, together with any other encumbrances appearing of record against said premises, on statement of holder's representative prior to closing.
4. Note: All escrow, recording fees, and real estate excise taxes shall be paid by the city
5. The City of Sumner, at its discretion, reserves the right to withdraw the funds for this transaction from escrow and close this transaction independently or deposit said funds with the Clerk of the Court if deemed necessary.
6. When ready to vest title in the City of Sumner, record instrument shown in instruction 2 above and prepare CLOSING DETAIL STATEMENT as explained on the reverse hereof.
7. Remit the balance by your check to: Michael and Lisa Buck, 17924 2nd St. E., Lake Tapps, WA 98391 with your CLOSING DETAIL STATEMENT.
8. Issue standard form Owner's policy of title insurance in the sum of \$750,000 insuring the City of Sumner as owner of the estate conveyed.
9. Upon closing, mail recorded instruments, title policy, and copy of CLOSING DETAIL STATEMENT to City of Sumner, 1104 Maple Street, Sumner, WA 98390

City of Sumner

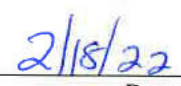
By: \_\_\_\_\_ Date \_\_\_\_\_  
Its: \_\_\_\_\_

Grantors:

  
Michael Buck

  
Date

  
Lisa Buck

  
Date

## CLOSING DETAIL STATEMENT

As indicated on the Escrow Instructions, the Escrow Agent shall furnish, upon the completion of the escrow transaction, a CLOSING DETAIL STATEMENT that will show thereon:

- (a) The date of receipt and total amount of escrowed funds.
- (b) The fee for escrow services and a statement that the entire escrow fee has been paid solely by the City.
- (c) The date on which the City's grantor is notified that the Escrow Agent is ready to disburse funds to the City's grantor.
- (d) Date of closing of the escrow.
- (e) Detail of a mortgage payoff, if applicable, that includes:
  - Principal unpaid balance and date.
  - Accrued interest and dates for which interest is paid.
  - Prepayment penalty assessed, if any.
  - Offset of reserves held by mortgagee.
  - Net amount paid to mortgagee and date.
- (e) Sums, if any, withheld from distribution to City's grantors at time of closing, and for what reason.
- (g) Endorsements to the effect that:
  - 1. The statement has been read by the City's grantor, approved, and acknowledgment of receipt of the funds indicated as the net balance due from the Escrow Agent.
  - 2. The closing officer certifies that the statement is true and correct.

In case the Escrow Agent has withheld funds from distribution to the City's grantors for any reason, the Escrow Agent shall furnish to the city copies of correspondence transmitting such withheld funds at the time of their final disposition.

After recording return document to:

**City of Sumner  
1104 Maple Street  
Sumner, WA 98390**

**Document Title: Warranty Deed  
Reference Number of Related Document: N/A  
Grantors: Michael & Lisa Buck  
Grantee: City of Sumner  
Legal Description: PTN of SW of SE 12-20-4  
Additional Legal Description is on Page 3 of Document.  
Assessor's Tax Parcel Number: 0420124034**

## **WARRANTY DEED**

### **City of Sumner - Operations Facility Project**

The Grantors, Michael and Lisa Buck, husband, and wife, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby conveys and warrants to the City of Sumner, 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 attached hereto and made a part hereof.

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

**WARRANTY DEED**

Dated: 2/18, 2022

[Signature]  
Michael Buck

[Signature]  
Lisa Buck

STATE OF WASHINGTON )

County of Chelan : ss

On this 18<sup>th</sup> day of February, 2022 before me personally appeared Michael and Lisa Buck to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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



[Signature]  
Notary Public in and for the State of  
Washington, residing at Wenatchee, WA  
My commission expires 8/26/2023

Accepted and Approved City of Sumner

Approved to as form:

By: \_\_\_\_\_  
Printed Name: Jason Wilson  
Title: City Administrator  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: Andrea Marquez  
Title: City Attorney  
Date: \_\_\_\_\_

**WARRANTY DEED**

**EXHIBIT A**

**0420124034**

THE EAST ONE ACRE OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN SUMNER, PIERCE COUNTY, WASHINGTON;

THENCE NORTH ALONG THE CENTER LINE OF THE COUNTY ROAD, 1050 FEET;

THENCE EAST ALONG THE NORTH LINE OF DEMING AVENUE 590 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 270 FEET;

THENCE EAST 280 FEET;

THENCE SOUTH 270 FEET TO THE NORTH LINE OF DEMING AVENUE;

THENCE WEST 280 FEET TO THE TRUE POINT OF BEGINNING, ALL LINES RUNNING PARALLEL WITH SECTION LINES;

Grantor's Initials



LPA-302  
10/2014

Page 3 of (3) Pages

Parcel No. 0420124034

# Real Estate Excise Tax Affidavit (RCW 82.45 WAC 458-61A)

Only for sales in a single location code on or after January 1, 2020.

This affidavit will not be accepted unless all areas on all pages are fully and accurately completed.  
This form is your receipt when stamped by cashier. Please type or print.

☐ Check box if partial sale, indicate % \_\_\_\_\_ sold.

List percentage of ownership acquired next to each name.

## 1 Seller/Grantor

Name Michael & Lisa Buck, Husband and Wife

Mailing address 17924 2nd St. E.

City/state/zip Lake Tapps, WA 98391

Phone (including area code) \_\_\_\_\_

## 2 Buyer/Grantee

Name City of Sumner

Mailing address 1104 Maple Street

City/state/zip Sumner, WA 98390

Phone (including area code) \_\_\_\_\_

## 3 Send all property tax correspondence to: ☒ Same as Buyer/Grantee

Name Same as above

Mailing address \_\_\_\_\_

City/state/zip \_\_\_\_\_

### List all real and personal property tax parcel account numbers

0420124034

### Personal property?

☐

### Assessed value(s)

\$ 426,400.00

☐

\$ 0.00

☐

\$ 0.00

## 4 Street address of property 14415 29th St. E., Sumner, WA 98390

This property is located in Sumner

(for unincorporated locations please select your county)

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.  
Legal description of property (if you need more space, attach a separate sheet to each page of the affidavit).

PTN OF SW OF SE 12-20-4

## 5 11 - Household, single family units

Enter any additional codes \_\_\_\_\_  
(see back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under RCW 84.36, 84.37, or 84.38 (nonprofit org., senior citizen or disabled person, homeowner with limited income)? ☐ Yes ☒ No

Is this property predominately used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020) and will continue in it's current use? If yes and the transfer involves multiple parcels with different classifications, complete the predominate use calculator (see instructions) ☐ Yes ☒ No

6 Is this property designated as forest land per RCW 84.33? ☐ Yes ☒ No

Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34? ☐ Yes ☒ No

Is this property receiving special valuation as historical property per RCW 84.26? ☐ Yes ☒ No

If any answers are yes, complete as instructed below.

### (1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)

NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale (RCW 84.33.140 or 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land: ☐ does ☐ does not qualify for continuance.

Deputy assessor signature \_\_\_\_\_ Date \_\_\_\_\_

### (2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)

NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) doesn't wish to continue, all additional tax calculated pursuant to RCW 84.26, shall be due and payable by the seller or transferor at the time of sale.

### (3) NEW OWNER(S) SIGNATURE

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print name \_\_\_\_\_

Print name \_\_\_\_\_

## 8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature of grantor or agent \_\_\_\_\_

Name (print) Michael & Lisa Buck

Date & city of signing 2/11/22 Leavenworth

Signature of grantee or agent \_\_\_\_\_

Name (print) \_\_\_\_\_

Date & city of signing \_\_\_\_\_

7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption.

WAC number (section/subsection) 458-61A-206

Reason for exemption

Eminent Domain

Type of document Warranty Deed

Date of document 2/18/2022

Gross selling price 750,000.00

\*Personal property (deduct) 0.00

Exemption claimed (deduct) 750,000.00

Taxable selling price 0.00

Excise tax: state

Less than \$500,000.01 at 1.1% 0.00

From \$500,000.01 to \$1,500,000 at 1.28% 0.00

From \$1,500,000.01 to \$3,000,000 at 2.75% 0.00

Above \$3,000,000 at 3% 0.00

Agricultural and timberland at 1.28% 0.00

Total excise tax: state 0.00

**0.0050** Local 0.00

\*Delinquent interest: state 0.00

Local 0.00

\*Delinquent penalty 0.00

Subtotal 0.00

\*State technology fee 5.00

Affidavit processing fee 5.00

Total due 10.00

**A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX**

**\*SEE INSTRUCTIONS**

Perjury in the second degree is a class C felony which is punishable by confinement in a state correctional institution for a maximum term of five years, or by a fine in an amount fixed by the court of not more than \$10,000, or by both such confinement and fine (RCW 9A.72.030 and RCW 9A.20.021(1)(c)).

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the WA Relay Service by calling 711.

# REAL PROPERTY VOUCHER

|                                                                                                                             |                                 |                                                                                                                                                                                                                                   |                                          |
|-----------------------------------------------------------------------------------------------------------------------------|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| <b>AGENCY NAME</b><br><br><b>City of Sumner</b><br><b>1104 Maple Street</b><br><b>Sumner, WA 98390</b>                      |                                 | I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant. |                                          |
|                                                                                                                             |                                 | SIGNATURE (IN INK) FOR EACH CLAIMANT                                                                                                                                                                                              | DATED                                    |
| <b>GRANTOR OR CLAIMANT (NAME, ADDRESS)</b><br><br>Michael & Lisa Buck<br>17924 2nd St. E.<br>Lake Tapps, WA 98391           | <b>TIN/SSN:</b>                 | X <br><b>Michael Buck</b>                                                                                                                       | 2/18/22                                  |
| <b>PROJECT NO. AND TITLE</b><br>City of Sumner - Operations Facility Project                                                |                                 | X <br><b>Lisa Buck</b>                                                                                                                          | 2/18/22                                  |
| <b>FEDERAL AID NO.:</b>                                                                                                     | <b>PARCEL NO.</b><br>0420124034 | <b>Lisa Buck</b>                                                                                                                                                                                                                  |                                          |
| In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:   |                                 | <b>DATED</b>                                                                                                                                                                                                                      | <b>\$ AMOUNT</b>                         |
| <b>LAND:</b> Fee 43,560 SF                                                                                                  |                                 | +                                                                                                                                                                                                                                 | \$470,000.00                             |
| <b>IMPROVEMENTS:</b><br>Included                                                                                            |                                 | +                                                                                                                                                                                                                                 |                                          |
| <b>DAMAGES:</b>                                                                                                             |                                 | +                                                                                                                                                                                                                                 |                                          |
| <b>SPECIAL BENEFITS</b>                                                                                                     |                                 | +                                                                                                                                                                                                                                 |                                          |
| <b>JC (Just Compensation) Amount</b>                                                                                        |                                 |                                                                                                                                                                                                                                   | \$470,000.00                             |
| <b>REMAINDER:</b>                                                                                                           |                                 | +                                                                                                                                                                                                                                 |                                          |
| <b>DEDUCTIONS:</b><br>Amount Previously Paid<br>Performance Bond<br>Salvage Amount<br>Pre Paid Rent<br>Other                |                                 |                                                                                                                                                                                                                                   |                                          |
| <b>ADMINISTRATIVE SETTLEMENT</b>                                                                                            |                                 | +                                                                                                                                                                                                                                 | \$280,000.00                             |
| <b>STATUTORY EVALUATION ALLOWANCE</b>                                                                                       |                                 | +                                                                                                                                                                                                                                 | \$750.00                                 |
| <b>ESCROW FEE</b>                                                                                                           |                                 | +                                                                                                                                                                                                                                 |                                          |
| <b>REAL ESTATE EXCISE TAX</b>                                                                                               |                                 | +                                                                                                                                                                                                                                 |                                          |
| <b>OTHER:</b>                                                                                                               |                                 | +                                                                                                                                                                                                                                 |                                          |
| <b>ACQUISITION AGENT</b><br>Chantel Ham  | <b>DATE</b><br>2/15/2022        | <b>Voucher No.</b>                                                                                                                                                                                                                | <b>TOTAL AMOUNT PAID</b><br>\$750,750.00 |
| <b>AUTHORIZED AGENT FOR AGENCY</b>                                                                                          | <b>DATE</b>                     |                                                                                                                                                                                                                                   |                                          |

LPA-321 10/2014

## Engagement Letter

December 16, 2021

Mike Buck

Client

[REDACTED]  
[REDACTED]

Re: Appraisal Services.

Mr. Buck,

Thank you for the opportunity to propose our real estate valuation services. This letter includes both the details regarding our proposal and our professional services agreement. We look forward to any questions and comments you might have regarding this proposal.

### **Purpose of the Appraisal**

The purpose of this Appraisal Report is to provide an opinion of the "As Is" market value. The value indication "As Is" reflects the state of the property in the condition observed upon inspection. This is also how the site physically and legally exists without hypothetical conditions, special assumptions, or qualifications as of the effective date the appraisal is prepared.

### **Use of the Appraisal**

The use of this appraisal is for negotiations in lieu of condemnation.

### **Effective Date**

The effective date will be the date of the site visit.

### **Scope of Appraisal & Methodology**

Valuation of real estate interests requires consideration of all pertinent factors bearing upon their investment merits. The purpose and function of the appraisal, the type and age of the assets, and the quantity and quality of available data affect the applicability of each approach in a specific appraisal situation. The scope of the appraisal is to: (1) gather data concerning the subject property; (2) visit the subject property (if necessary); (3) consider market characteristics and trends and collect and analyze pertinent data; (4) develop a conclusion as to the market value of the subject property as of the Effective Date; (5) complete the applicable appraisal report in accordance with the Uniform Standards of Professional Appraisal Practice; and (6) deliver the completed report to the client.

With most commercial property types, the Direct Sales Comparison and Income Capitalization approaches are the most applicable and necessary methods to derive credible results. Residential property types are typically valued using only the Direct Sale Approach. The Cost Approach may, or may not be applicable to the valuation depending on the accuracy of estimating accrued depreciation of the improvements. The appraisal process is concluded by a review and re-examination of each of the approaches to value that have been employed and the approaches are reconciled to a final market value conclusion.

We will rely on the Client and his/her agents to provide appropriate listings, access to maintenance records, and recent purchase cost/construction information, as appropriate. We will verify all comparable land sales through public records and discussions with buyers, sellers, and sales agents, as appropriate. Public records alone will not suffice to identify special sale or market conditions or other problems with a particular transaction. The appraisers do not anticipate any issues of environmental contamination. However, the report will not take into consideration of any environmental issues that may or may not be present. We will rely on the information provided by the Client, such as soils surveys and geo-tech studies, to analyze any unknown physical conditions of the property.

#### Real Property Assets to Be Appraised & Professional Fees

An outline of the properties to be appraised and valuation service fees are displayed in the following table;

| Report Type            | Address                            | Tax Parcel Numbers | Property Type                             | Fees    |
|------------------------|------------------------------------|--------------------|-------------------------------------------|---------|
| Narrative Appraisal    | 14415 29th St, Sumner, WA<br>98390 | 420124034          | LDR-85 zoned interim use development site | \$5,000 |
| Sum of Appraisal Fees: |                                    |                    |                                           | \$5,000 |

#### Timing of Delivery

We recognize that time is of the essence in the completion of this appraisal assignment. Completion date of the report will be approximately 5-6 weeks, following the signing of the contract and collection of fees, (contingent on the client providing reasonable access to the property and communication). Said completion date is an estimate and does not take into consideration delays beyond the control of the appraiser, such as illness, court testimony, lack of specific necessary data and/or Acts of God.

#### Presentation of Findings

This Appraisal Report will be presented in a narrative format, as such, it presents detailed discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value.

### **Typical Methods of Value**

With most commercial property types, the Direct Sales Comparison and Income Capitalization approaches are the most applicable and necessary methods to derive credible results. Residential property types are typically valued using only the Direct Sale Approach. The Cost Approach may, or may not be applicable to the valuation depending on the accuracy of estimating accrued depreciation of the improvements. The appraisal process is concluded by a review and re-examination of each of the approaches to value that have been employed and the approaches are reconciled to a final market value conclusion.

### **Appraisal Review Services & Fees**

If asked to perform an Appraisal Review of a residential form report, the fee for this service will range from \$1,500 to \$2,500, (assuming standard scope of work). Timing of delivery is typically 2 to 3 weeks from engagement of additional review services. If asked to perform an Appraisal Review of a narrative report or commercial report, the fee for this service will range from \$2,500 to \$5,000, (assuming standard scope of work). Timing of delivery is typically 2 to 3 weeks from engagement of additional review services.

### **Consulting & Testimony Fees**

If asked to review and evaluate new data and significantly modify the appraisal, the time for this additional service will be billed at the standard billing rate of \$375.00 per hour plus out of pocket expenses. Any services related to the presentation of the value conclusion, such as participation in negotiations, consultation, and/or interrogatories shall also be billed at \$375.00 per hour for these services plus out of pocket expenses. Any services related to the court testimony and/or court deposition will be billed at \$425.00 per hour for these services plus out of pocket expenses.

The signatory of this agreement guarantees payment of fees due Lamb Hanson Lamb for this engagement. One and one half percent (1.5 %) per month will be charged on overdue accounts. Invoices are due when rendered. Lamb Hanson Lamb reserves the right to stop work in the event that it is not apparent to their satisfaction as to when payment in full would be expected. Client warrants that the information and data it supplies to Lamb Hanson Lamb will be complete and accurate in every material respect; that any reports, analysis, or other documents or oral advice prepared by Lamb Hanson Lamb will be used by Client and only in compliance with all applicable laws and regulations. Client agrees that it will not provide the work of Lamb Hanson Lamb to any party or allow any other party to rely on it without the express written consent of Lamb Hanson Lamb.

### **Indemnification**

The Client will indemnify and hold harmless Lamb Hanson Lamb (Indemnified Persons) from any and all liabilities and expenses, including reasonable attorneys fees, arising out of any action related to this engagement and will assume the defense thereof with counsel reasonably suitable to Lamb Hanson Lamb. The indemnification obligations hereunder shall not apply to any loss, claim, damage, liability or expense that is finally judicially determined on the merits to have been caused primarily by the negligence, bad faith, willful misfeasance, or reckless disregard of obligations or duties on the part of Lamb Hanson Lamb.

### **Termination**

Either party may terminate this Agreement, with or without cause, by providing written notice to the other party. In the event of early termination, for whatever reason, Client will be invoiced for time and expenses incurred up to the end of the notice period together with reasonable time and expenses incurred to bring the provision of services to a close in a prompt and orderly manner. In the event that any action is used to enforce this Agreement to resolve a dispute under its terms, the prevailing party shall be entitled to recover its costs and attorneys fees. All such actions shall be brought in King County, Washington and governed in all respects by the laws of the state of Washington without regard to its conflicts of law rules.

**Confidentiality of Communications**

Lamb Hanson Lamb will hold in confidence, and not disclose or permit disclosure to any person or entity other than Lamb Hanson Lamb's employees, subcontractors, or legal counsel (Lamb Hanson Lamb Parties), any information that Lamb Hanson Lamb receives from the Client without the prior written consent of the Client, except to the extent required by law. Unless expressly authorized in advance in writing by Client, Lamb Hanson Lamb will not disclose to any person, other than the Lamb Hanson Lamb Parties, that Lamb Hanson Lamb is providing services to Client, that Lamb Hanson Lamb is acting on behalf of Client, or the scope of any Services performed by Lamb Hanson Lamb for Client.

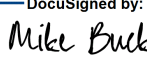
If you would like us to proceed with the engagement, please sign and return one copy of this letter with the fee paid in full. You can call Patrick M. Lamb, MAI at (206) 838-1216, if you have any questions. (Please retain a copy for your files).

We look forward to working with you on this project.

Sincerely, Accepted By:

Date: 12/16/2021

\_\_\_\_\_  
Patrick M. Lamb, MAI  
President/CEO  
Lamb Hanson Lamb Appraisal Associates, Inc.

DocuSigned by:  
  
0B5DE0BA213E473...  
\_\_\_\_\_  
Mike Buck  
Client

*\*Click the following link to pay the appraisal fee using a credit card:*

\$5,150.00 USD

*\*The adjusted appraisal fee including a 3.0% merchant fee is (\$USD):*

\_\_\_\_\_  
\$0  
\_\_\_\_\_

*\*If sending a check, any overpayments for credit cards fees will NOT be refunded without a formal written request.*

Subject Image



## REAL ESTATE APPRAISAL DATA REQUEST LIST (If Available)

### Site Description

- Title Report, if available, inclusive of description of deed restrictions, liens, or easements.
- If Title Report not available, full legal description
- Street address and assessor's parcel number(s)
- Survey map, if available
- Environmental Assessment Report summary, if any

### Improvements

- Architectural drawings including elevations, if available, or floor plan layouts
- Year built, remodeled, upgraded, expanded
- Number of parking spaces
- Copies of prior appraisals, if any
- List of all major repairs or maintenance issues that are to be addressed (deferred maintenance)

### Ownership

- Full name of property owner
- If within last three years, date property acquired and/or listed for sale and how long property was on market prior to sale. Provide copies of all documentation regarding sale.
- If within last three years, identify special sale conditions, if any (e.g., premium or discount paid, distressed sale, assemblage, non cash payments, tax free exchange, additional fees, etc.)

### Tax Issues

- Tax statements (last three years) reflecting both assessed values and taxes paid.
- Identify past, existing, or proposed LID or other special assessments

### Financial Data

- Copy of leases or lease summaries.
- Copy of management and/or brokerage agreements or summaries thereof.
- Historical financial statements (balance sheet, operating statement, use and source of funds, supplemental data and all notes) for last three years, budgeted current year and projection period.

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**SUBJECT:** Ordinance No. 2800 - Authorizing Condemnation For New Public Works Operations Facility

**CATEGORY:** Ordinance

---

**BUDGET IMPACT:**

Expenditure Required: None

Within Budget Allocation: N/A

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**ATTACHMENTS:**

1. Ordinance No. 2800 - Condemnation of 14403 29th Street East

**STAFF CONTACT:** Andrea Marquez, City Attorney

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**SUMMARY BACKGROUND:**

Three years ago, the City acquired several parcels of property as the first step to relocating and constructing a new, state-of-the-art Public Works Operations Facility. The City is in the process of designing the new facility, which is anticipated to replace the currently outdated and undersized facility, and is being designed to accommodate growth in both the City and City staff. During the design, it was discovered that additional property is necessary to build an appropriate new facility that contains all of the necessary components to enable the City to provide vital city services in the future. Two additional parcels were identified, (14403 and 14415 29th Street East ) and are located immediately across the street from the originally acquired parcels. While the City always endeavors to acquire property and negotiate purchase prices amicably and consistent with supporting appraisal data, the City does have constitutional authority to use eminent domain to acquire private property for public purposes upon the payment of just compensation. Prior to this evening, the City reached a negotiated settlement for the acquisition of 14415 29th Street East. The ordinance before council tonight will authorize the City to initiate condemnation proceedings for the acquisition of 14403 19th Street East. Nothing granted by this ordinance, or the City's eminent domain authority shall foreclose current and future negotiations with the property owners subject to this condemnation authorization.

---

**COUNCIL COMMITTEE/STUDY SESSION:** Study Session

**MEETING/STUDY SESSION DATE:** 1/10/2022

**COMMITTEE RECOMMENDATION:**

**STAFF RECOMMENDATIONS/MOTION:**

Motion to approve Ordinance No. 2800 authorizing the City to initiate and pursue condemnation proceedings related to the acquisition of 14403 29th St. E for use in the new Public Works Operations Facility.

## **ORDINANCE NO. 2800**

AN ORDINANCE OF THE CITY OF SUMNER, WASHINGTON, RELATING TO THE CITY'S REPLACEMENT OF THE PUBLIC WORKS OPERATIONS FACILITY; PROVIDING FOR THE ACQUISITION OF REAL PROPERTY AND/OR PROPERTY RIGHTS CONCERNING TAX PARCEL NO. 0420124025 FOR THE CONSTRUCTION AND EXPANSION OF A PUBLIC BUILDING, NAMELY A NEW PUBLIC WORKS OPERATIONS FACILITY AND ITS NECESSARY COMPONENTS; PROVIDING FOR THE CONDEMNATION, APPROPRIATION, TAKING AND DAMAGING OF LAND AND OTHER PROPERTY RIGHTS NECESSARY FOR THAT PURPOSE.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER DO HEREBY ORDAIN AS FOLLOWS:

### **SECTION 1. RECITALS AND FINDINGS**

1.1 The City of Sumner ("City") Public Works Department maintains public infrastructure and provides essential public services, including but not limited to water, sewer and storm utilities, waste water treatment, parks, streets, fleet and public facility maintenance, and other services for the protection, health and safety of the community.

1.2 Due to substantial recent and future growth in the City's population and the associated expansion of necessary public services provided, the City's Public Works Department has increased in both staffing size and vital equipment, rendering the current Public Works Operations Facility, which was constructed in approximately 1998, severely undersized and inadequate.

1.3 Due to the inadequacy of the current operations facility property, City field crews, supplies and equipment are split up and spread across numerous temporary locations, some without running water or restrooms, making security, storage and access to equipment, as well as continuity of operations and staff communication challenging.

1.4 In 2019, after determining the most appropriate location for a replacement Public Works Operations Facility that would be (1) in an accessible and appropriate location, (2) large

enough to provide adequate space for the City’s Public Works staff and equipment, and (3) reasonably sized so as to sustain the City’s anticipated growth in the coming decades, the City purchased four properties along the south side of 29<sup>th</sup> St. E (the “South Property”).

1.5 During the design of the new replacement Public Works Operations Facility, it became apparent that the previously-purchased properties were not collectively large enough for the construction of a new Public Works Operations Facility with all of the necessary components to allow the City to continue providing vital public services for decades to come.

1.6 The City then identified two additional parcels directly across and north of the South Property (14403 and 14415 29<sup>th</sup> St. E – collectively the ‘North Property’) that are of sufficient size and proximity and would, together with the South Property, accommodate the required components for the new Public Works Operations Facility.

1.7 City staff, together with the City’s right of way acquisition consultants, are in the process of negotiating the voluntary acquisition of both 14403 and 14415 29<sup>th</sup> St. E.

1.8 14403 29<sup>th</sup> St. E is the final remaining parcel identified for acquisition. All other parcels comprising the South Property and the North Property have been acquired by the City through negotiated resolutions.

1.9 The authority granted by this Ordinance, and the exercise of eminent domain authority, shall not foreclose current and future negotiations with the owners of 14403 29<sup>th</sup> St. E, the parcel subject to this condemnation.

1.10 The action taken hereunder is consistent with, and pursuant to, the City’s authority granted by Chapter 8.12 of the Revised Code of Washington.

## **SECTION 2. CONDEMNATION**

The City shall proceed to condemn 14403 29<sup>th</sup> St. E, set forth and legally described on Exhibit A attached hereto and incorporated herein, for public purposes, subject to the making or paying of just compensation to the owners thereof in the manner provided by law.

**SECTION 3. PUBLIC CONVENIENCE, USE AND NECESSITY DECLARED**

Public interest, public use and necessity demand that 14403 29<sup>th</sup> St. E., located in Pierce County, Washington, legally described in Exhibit A to this Ordinance be and the same is hereby condemned for the construction of a new City of Sumner Public Works Operations Facility.

**SECTION 4. JUST COMPENSATION**

All lands, rights, privileges and other property lying within the limits of the parcel addressed 14403 29<sup>th</sup> St. E, legally described in Exhibit A hereto are hereby condemned, appropriated, taken and damaged for the purpose of constructing the City's new Public Works Operations Facility and other public use. Such lands, rights, privileges and other property are to be taken, damaged and appropriated only after just compensation has been made or paid into court for the owner(s) thereof in a manner provided by law.

**SECTION 5. COST OF IMPROVEMENT**

The entire cost of the improvement and acquisition provided for by this Ordinance shall be paid from the City utility funds, General Fund, and public bond issuance for construction of the new facility or from such other funds of the City of Sumner as may be available and authorized by law. Nothing in this Ordinance shall preclude the City's receipt of grants, gifts or bequests in support of its actions hereunder.

**SECTION 6. PROSECUTION AUTHORIZED**

Should negotiations to purchase 14403 29<sup>th</sup> St. E fail, the City's Special Counsel, if appointed, in cooperation with the Office of City Attorney, be and they are hereby authorized and directed to begin to prosecute the actions and proceedings in the manner provided by law to condemn, take, damage and appropriate the lands and other property necessary to carry out the provisions of this Ordinance. In conducting said condemnation proceedings, the City Council

authorizes the City's legal counsel to enter into settlements, stipulations, or agreements in order to mitigate damages and/ or to minimize costs. The basis for such settlements, stipulations, or agreements may include, but are not limited to, the amount of just compensation to be paid; the size and dimensions of the property condemned; the acquisition of temporary construction easements and other limited property interests; and costs and attorney fees. The City's legal counsel are authorized to initiate further actions, including actions to quiet title, in conjunction with the authorizations provided for herein.

#### **SECTION 7. AUTHORITY**

7.1 Nothing in this Ordinance limits the City in its identification and acquisition of property and property rights necessary for the public works operations facility improvements. The City reserves the right to acquire other or different properties for such purposes. Any acts consistent with the authority and prior to the effective date of this ordinance are ratified and confirmed.

7.2 The Mayor, in consultation with the City's legal counsel, is authorized to make minor amendments to the legal description of the property described in the attached Exhibit A, as may become necessary to correct scrivener's errors and/or to conform the legal description to the precise boundaries of the property required for the new Public Works Operation Facility components.

#### **SECTION 8. EFFECTIVE DATE**

This Ordinance shall be in full force and effect five days from and after its passage, approval, and publication in the manner required by law.

PASSED and APPROVED this 7th day of March 2022.

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Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

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Michelle Converse, City Clerk

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Andrea Marquez, City Attorney

I, Michelle Converse, City Clerk of the City of Sumner, Washington, certify that the attached copy of Ordinance No. 2800 is a true and correct copy of the original ordinance passed on the 7th day of March, 2022, as such ordinance appears on the Minute Book of the City.

DATED this \_\_\_\_\_ day of February, 2022.

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Michelle Converse, City Clerk

EXHIBIT A  
LEGAL DESCRIPTION

**Property 1:**

Property Address is: 14403 29<sup>th</sup> St. E., Sumner WA 98390

The following described real estate, situated in the County of Pierce, State of Washington:  
Beginning at the Southwest corner of the Southeast quarter of Section 12, Township 20 North, Range 4 East of the W.M in Pierce County, Washington; thence North along the centerline of the County Road, 1050 feet; thence East along the North line of Deming Avenue 590 feet to the true place of beginning; thence North 270 feet; thence East 280 feet; thence South 270 feet to the North line of Deming Avenue; thence West 280 feet to the true point of beginning, all lines running parallel with Section lines. Except the East one acre thereof. Subject to: Right of Pacific Coast Power Co., its successors and assigns, to divert waters of the Struck River disclosed in Consent recorded December 22, 1909 in book 340 of Deeds at page 448 under Auditor's No. 306156, records of said County.

Assessor's Parcel No. 0420124025

# MARCH 2022

| Monday                                                                                                           | Tuesday                                               | Wednesday                                                                                                 | Thursday                                                              | Friday | Saturday                                      |
|------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|--------|-----------------------------------------------|
|                                                                                                                  | 1                                                     | 2                                                                                                         | 3                                                                     | 4      | 5                                             |
|                                                                                                                  | 4:00 PM<br><b>Public Works Committee</b><br>(Virtual) | 5:30PM<br><b>Finance Committee</b><br>(Virtual)                                                           | <b>CANCELLED</b><br>6:00PM<br><b>Planning Commission</b><br>(Virtual) |        | 9:00AM<br><b>Council Retreat</b><br>(Virtual) |
| 7                                                                                                                | 8                                                     | 9                                                                                                         | 10                                                                    | 11     | 12                                            |
| 6:00PM<br><b>Regular Council Meeting</b><br>(Virtual)<br>6:15PM<br><b>Special Study Session</b><br>(Virtual)     |                                                       | 5:30 PM<br><b>American Rescue Plan Comm. (Virtual)</b><br>6:30PM<br><b>Design Commission</b><br>(Virtual) | 4:30PM<br><b>Forestry/Parks Commission</b><br>(Virtual)               |        |                                               |
| 14                                                                                                               | 15                                                    | 16                                                                                                        | 17                                                                    | 18     | 19                                            |
| 6:00PM<br><b>Study Session</b><br>(Virtual)                                                                      |                                                       | 5:30PM<br><b>Public Safety Committee</b><br>(Virtual)                                                     |                                                                       |        |                                               |
| 21                                                                                                               | 22                                                    | 23                                                                                                        | 24                                                                    | 25     | 26                                            |
| 6:00PM<br><b>Regular Council Meeting</b><br>(Virtual)<br><br>6:30PM<br><b>Special Study Session</b><br>(Virtual) |                                                       | 5:00PM<br><b>CD Committee</b><br>(Virtual)                                                                | 5:30PM<br><b>Cultural Arts Commission</b><br>(Virtual)                |        |                                               |
| 28                                                                                                               | 29                                                    | 30                                                                                                        | 31                                                                    |        |                                               |
| 6:00PM<br><b>Study Session</b><br>(Virtual)                                                                      |                                                       |                                                                                                           |                                                                       |        |                                               |

Meeting dates and times may change. Please contact City Hall to confirm this information prior to any meeting you plan to attend. **These meetings are accessible to persons with disabilities.** For individuals who require special accommodations, please contact City Hall at (253) 299-5500, 24 hours in advance.

Name: Michelle Converse, CMC  
Title: City Clerk

City of Sumner | 1104 Maple Street | Sumner, Washington 98390  
Ph: (253) 299-5500  
Website: [www.sumnerwa.gov](http://www.sumnerwa.gov)