

# CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Public Works / Parks Division

**DATE:** July 19, 2016

**REQUESTED ACTION:** 1) Approve the purchase of a 32.09-acre parcel (commonly known as Prairie Softball Complex) in the amount of \$750,000 and authorize an additional \$200,000 to bring the site up to code for public use and safety. 2) Authorize the County Manager to accept the Statutory Warranty Deed from Gladys I. Hill. Total expense from Park Impact Fee (PIF) District 6 Acquisition Fund is \$950,000. Parcel #197175-000.

  X   Consent           Hearing           County Manager

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## **PUBLIC WORKS GOALS:**

- Provide safe and efficient transportation systems in Clark County
- Create and maintain a vibrant system of parks, trails and green spaces
- Continue responsible stewardship of public funds
- Promote family-wage job creation and economic development to support a thriving community
- Maintain a healthy, desirable quality of life
- Increase partnerships and foster an engaged, informed community
- Cultivate a nimble, responsive work force
- Make Public Works a great place to work

## **BACKGROUND**

The Prairie Softball Complex was established and has been operated since 1969 by the Hill Family. This 32.09-acre site, 13508 NE 144<sup>th</sup> Street, Brush Prairie, consists of six softball fields, two restrooms, a snack shack, 17 RV camp sites with electric and water hookups, multiple tent sites, maintenance storage buildings and a large grass parking lot. The purchase of the site will serve to preserve much-needed sports fields, which junior and adult leagues have used for decades. It also will provide additional fields for Little Leagues in the Brush Prairie and Battle Ground areas that currently lack fields to practice and play games. PIF District 6 acquisition fund will be used to purchase the site and make necessary public safety improvements. The City of Battle Ground Parks and Recreation has agreed to provide exclusive maintenance and sports programming responsibility of the entire site at the city's expense, via an inter-local agreement which is currently finalized. The interlocal will be brought before the Council at a later date. This partnership will result in no added ongoing financial or physical maintenance responsibility to Clark County.

## **COUNCIL POLICY IMPLICATIONS**

None. Parks District 6 has sufficient acquisition funds for the \$750,000 purchase price and the related acquisition costs.

## **ADMINISTRATIVE POLICY IMPLICATIONS**

None

## **COMMUNITY OUTREACH**

The Clark County Parks, Recreation and Open Space plan broadly identifies acquisition opportunities in this area of the county. An extensive public outreach effort was conducted as a part of developing the plan. The Prairie Soft Ball Association supports this purchase by Clark County.

PW16-085

**BUDGET IMPLICATIONS**

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

**BUDGET DETAILS**

Local Fund Dollar Amount	\$950,000
Grant Fund Dollar Amount	\$0
Account	PIF 6 Acquisition Fund
Company Name	Clark County Public Works - Parks Division

**DISTRIBUTION:**

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

\_\_\_\_\_  
 Bill Bjerke  
 Parks Division Manager

  
 \_\_\_\_\_  
 Heath H. Henderson, PE  
 Public Works Director/County Engineer

**APPROVED:** \_\_\_\_\_  
**CLARK COUNTY, WASHINGTON**  
**BOARD OF COUNTY COUNCILORS**

DATE: \_\_\_\_\_

SR# \_\_\_\_\_

PW 16-085

**REAL ESTATE PURCHASE AND SALE AGREEMENT**

On this 12th day of July, 2016 **Gladys I. Hill, who acquired title as Gladys I. Fey**, hereinafter referred to as "Seller", and the **Clark County, a political subdivision of the State of Washington**, hereinafter referred to as "Purchaser", hereby agree as follows:

Seller agrees to sell real property and Purchaser, subject to the contingencies set forth herein, agrees to buy real property located in Clark County, Washington, commonly known as 13508 NE 144th Street, Brush Prairie, Washington (#18 Sec 23 T3N R2E WM, tax parcel number 197175-000), more fully described as Exhibit "A" attached hereto and made a part hereof.

**1.) Purchase Price:** The total purchase price shall be Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00), which is based on an independent appraisal and continuing use of the improvements. The purchase price shall be payable in cash at closing.

**2.) Earnest Money:** Purchaser herewith delivers to Clark County Title Company (hereinafter "escrow agent" or Title Company") its check/warrant in the sum of Five Thousand and No/100 Dollars (\$5,000.00) as earnest money. Upon closing the earnest money shall be applied against the purchase price. It is understood and agreed that if the Purchaser's pre-closing due diligence reports disclose items that are not acceptable the earnest money will be refunded to the Purchaser. The parties instruct Closing Agent to: (1) provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Licensees at the addresses and/or fax numbers provided herein; and (2) commence an interpleader action in the county in which the Property is located within 30 days of a party's demand for the Earnest Money unless the parties agree otherwise in writing. The parties authorize the party commencing an interpleader action to deduct up to \$250.00 for the costs thereof.

**3.) Title:** The property shall be conveyed by means of a Statutory Warranty Deed, free and clear from all liens, encumbrances and encroachments, subject only to exceptions numbers 5 and 6 as shown on Schedule "B", Clark County Title Company Preliminary Title Report Number CL4171, dated May 19, 2016, attached hereto. Item Numbers 1-4 and 7 are to be released prior to closing; Purchaser will assist Seller in obtaining the release of these items. The title insurance commitment shall evidence the Seller's ability to deliver title at closing as set forth in paragraph 5 below. A final title insurance policy will be provided at closing at the expense of the Purchaser.

**4.) Condition of Title:** Seller hereby agrees that from and after the date hereof until the closing of the sale of the property, it will take no action that will adversely affect title of the property. Seller shall disclose all liens, easements or other encumbrances on the real property within 20 days after the effective date of this Agreement. Seller shall, within 30 days of the effective date of this Agreement, provide Purchaser with copies of all environmental studies or analysis that have been done on the property.

**5.) Closing and Prorations:** Purchaser shall pay settlement fees, including real estate excise tax, escrow fees, recording fees, and title insurance. Real property taxes shall be prorated as of closing.

**6.) Closing of Sale:** The sale shall be closed in the office of Clark County Title Company on or before forty-five days after the approval of the Board of County Council, Clark County, Washington. "Closing" means the date on which all documents are recorded and sale proceeds are available to the Seller. If closing does not occur on or before said date for any reason other than Seller's breach of this Agreement, than either party shall have the right to terminate this Agreement by written notice to the other party.

**7.) Possession:** Purchaser shall be entitled to possession of the property at time of closing, unless otherwise agreed to herein.

**8.) Section 1031 Like-Kind Exchange:** If either Purchaser or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

**9.) Access:** Purchaser and its architects, engineers, and other agents or designees shall have reasonable access to the property for the purpose of making any investigation, test or survey reasonably related to the purchase of the property.

**10.) Default:** In the event Purchaser fails, without legal excuse, to complete the purchase of the Property, the following provision shall apply.

The Earnest Money shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.

**11.) Disclosures in Form 17 or 17C:** Purchaser hereby represents that at closing, Purchaser will have inspected the Property to Purchaser's complete satisfaction and subject to the provisions of this Agreement shall, at closing, take the Property in an "AS IS – WHERE IS" condition with no representations or warranties by the Seller except as expressly provided herein. It is expressly agreed that the Purchaser accepts the Property, and other interests or rights transferred by the Seller to Purchaser "AS IS – WHERE IS AND WITH ALL FAULTS" as of closing. By executing this Agreement and accepting the deed described in Section 3 above, Purchaser agrees that it is satisfied as to the physical condition, location, usability, zoning, environmental condition and all other matters pertaining or relating to the Property except for the warranty of title set forth in the deed. Except as specifically noted in this Agreement, the Real Property Disclosure Form or in the deed, Seller has not made any representations or warranties regarding the Property or any other matter regarding or relating to the transaction contemplated by this Agreement. Except for the warranties set forth in the deed, the representations made in the Real Property Disclosure Form and in this Agreement, Seller hereby disclaims and Purchaser forever waives and releases, all representations and warranties of any kind whether expressed or implied, with respect to the Property or any other matter regarding or relating to the transaction contemplated by this Agreement, including, but not limited to, the merchantability and warranty of fitness for a particular use. Acceptance of the Property by the Purchaser at closing shall be deemed to be full performance and discharge of every agreement and obligation contained in this Agreement on the part of the Seller.

**12.) Contingencies:** This transaction shall be conditioned and contingent upon the occurrence of the following events:

**A.** Seller being able to lease back a portion of the property (farm house) at fair market rent as set forth in a separate lease agreement.

B. The acceptance and approval of this Agreement by the Clark County Board of Councilors.

C. Seller's removal of personal belongings and trash on or before closing. Seller to remove manufactured house from the property within six (6) months of closing. Seller will have the option during that six (6) months, but not the obligation, to remove the barn.

13.) **Conditions:** Prior to vacating the property, Seller will remove all personal belongings and trash from the site. It is the responsibility of the Seller to notify all utility companies that the property has been sold and to transfer service into Clark County's name upon vacating the property.

14.) **Hazardous Substances:** Seller represents and warrants that they are not aware of any hazardous or toxic waste, substance, or materials on or under the subject property. Seller agrees to indemnify and hold Purchaser harmless from any and all expenses incurred as a result of any hazardous or toxic wastes that existed as of or prior to closing in violation of Seller's representations herein.

15.) **County Council Approval:** It is mutually understood and agreed that this offer and acceptance and closing is specifically conditioned upon approval by the Clark County Board of Councilors.

16.) **Continuation and Survival of Representations and Warranties:** All representations and warranties by the respective parties contained in this Agreement or made in writing pursuant to this Agreement are intended to and will remain true and correct as of the time of closing, will be deemed to be material and will survive the execution and delivery of this Agreement and the delivery of the Deed and transfer of title for a period of three years thereafter. Such representations and warranties, however, are not assignable and do not run with the land, except as may be expressly provided herein.

17.) **Seller's Obligations-Certification of Nonforeign Status:** Seller warrants that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1954, as amended, and that such warranty will be true as of the closing date. Seller shall deliver to Purchaser at closing a Certificate of Nonforeign Status, in a form reasonably acceptable to Purchaser, setting forth Seller's address and United States taxpayer identification number and certifying that Seller is not a foreign person as so defined.

Agreed, Accepted And Acknowledged:

Purchaser:

Seller:

Clark County, Washington

By: \_\_\_\_\_  
Mark McCauley  
County Manager

\_\_\_\_\_  
Gladys I. Hill

Approved as to form only:  
Anthony F. Golik  
Prosecuting Attorney

By: \_\_\_\_\_  
Amanda Migchelbrink

DRAFT

Recording requested by:  
Clark County Parks  
4700 NE 78th Street  
Vancouver, WA 98665

Document Title: Statutory Warranty Deed  
Grantor: Gladys I. Hill  
Grantee: Clark County, Washington  
Legal Description: #18 Sec 23 T3N R2E WM  
Additional Legal Description is attached as Exhibit "A"  
Serial #: 197175-000  
Project: Parks District 6 Acquisition  
WO #: 028792

### **STATUTORY WARRANTY DEED**

THE GRANTOR, **GLADYS I. HILL**, who acquired title as **Gladys I. Fey** for and in consideration of valuable consideration as set out in part below, conveys and warrants to **CLARK COUNTY**, a political subdivision of the State of Washington, the following described real estate situated in the County of Clark, State of Washington.

**SEE LEGAL DESCRIPTION ATTACHED HERETO, WHICH,  
BY THIS REFERENCE, IS INCORPORATED HEREIN**

The Grantor represents and warrants that they are not aware of any hazardous or toxic waste, substance or material on or under the subject property.

**NOTE:** It is understood and agreed that the delivery of this deed is hereby tendered and the terms and obligations hereof shall not become binding upon Clark County, Washington, until this document is accepted and approved by the Clark County Board of County Councilors.

**CONSIDERATIONS: Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00).**

Statutory Warranty Deed  
Serial #: 197175-000  
Project: Parks District 6 Acquisition  
WO #: 028792

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Accepted on behalf of Clark County  
Clark County, Washington

\_\_\_\_\_  
Gladys I. Hill

\_\_\_\_\_  
Mark McCauley  
County Manager

STATE OF WASHINGTON

COUNTY OF CLARK

I hereby certify that I know or have satisfactory evidence that Gladys I. Hill is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of WA  
Residing at  
My commission expires:

**EXHIBIT "A"**

**THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 3  
NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN.**

**EXCEPTING A SQUARE TRACT CONTAINING 5 ACRES IN THE NORTHEAST CORNER AND A  
SQUARE TRACT CONTAINING 1 ACRE IN THE SOUTHEAST CORNER AND A SQUARE TRACT  
CONTAINING 1 ACRE IN SOUTHWEST CORNER OF THE ABOVE DESCRIBED TRACT.**

**EXCEPT PUBLIC ROADS.**

# WSDOT NARRATIVE APPRAISAL REPORT

Clark County Public Works  
1300 Franklin Street  
Vancouver, WA 98666-9810

Parcel No.: 197175-000  
Owner: Gladys I. Hill  
Federal Aid No.: N/A  
Project: Clark County Parks Department Acquisition Project  
R/W Plan Title: N/A  
Plan Sheet: N/A  
Plan Approval Date: N/A  
Date of Last Map Revision: N/A

## CERTIFICATE OF APPRAISER

I certify that, to the best of my 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 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 Uniform Standards of Professional Appraisal Practice, the Uniform Appraisal Standards for Federal Land Acquisitions, and Washington State Department of Transportation standards;
- ◆ I, Dean M. Meyer, MAI, have made a personal inspection of the property that is the subject of this report and I have made a personal inspection of the comparable sales contained in the report addenda. I, Mark M. Lawwill, MAI, have not made a personal inspection of the property that is the subject of this report, nor have I made a personal inspection of the comparable sales;
- ◆ 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.
- ◆ no one provided significant professional assistance to the persons signing this report;
- ◆ 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 signing appraisers have not previously appraised or provided services for the subject property in the three years prior to the engagement for this assignment;

The property has been appraised for its fair market value as though owned in fee simple.

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 33 pages.

I, Dean M. Meyer, MAI, have made a personal inspection of the property that is the subject of this report on February 9, 2016.

The **Date of Value** for the property that is the subject of this appraisal is February 9, 2016; the date of the most recent physical 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:

FAIR MARKET VALUE BEFORE ACQUISITION \$515,000

FAIR MARKET VALUE AFTER ACQUISITION \$0

DIFFERENCE \$515,000

Date of Assignment or Contract: January 21, 2016

Name: Mark M. Lawwill, MAI

Date Signed: February 26, 2016

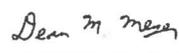
Signature: 

Washington State-certified general real estate appraiser certification number: 27011 1100311

Date of Assignment or Contract: January 21, 2016

Name: Dean M. Meyer, MAI

Date Signed: February 26, 2016

Signature: 

Washington State-certified general real estate appraiser certification number: 27011 1100795

DO NOT WRITE BELOW THIS LINE

Headquarters Service Center Date Stamp  
Appraiser: Mark M. Lawwill, MAI  
RES-208  
Rev 09-09

Page 1

Region Date Stamp

Parcel: 197175-000



# Brush Prairie Softball Complex



- Legend**
- Park District
  - Park Land
  - Building Footprints
  - Taxlots
  - Roads
  - ImageOrtho**
  - Red\_Band\_1
  - Green\_Band\_2
  - Blue\_Band\_3
  - Cities Boundaries
  - Urban Growth Boundaries

Notes:

0.1 0 0.05 0.1 Miles

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
Clark County, WA, GIS - <http://gis.clark.wa.gov>

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THIS MAP IS NOT TO BE USED FOR NAVIGATION



# Slow Pitch Complex Brush Prairie



### Legend

- Building Footprints
- Taxlots
- County Outline
- Roads
- ImageOrtho
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3
- County Outline
- Highway
  - Interstate
  - State Route
  - Interstate Ramp
  - State Ramp
- Arterial
  - Arterial
  - Forest Arterial
- Collector
  - Minor
  - Forest
- Other
  - Private, Other
  - Proposed
  - Unknown

### Notes:

Raymond Hill (360)606-4393

1: 4,525



754.2 0 377.12 754.2 Feet

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
Clark County, WA. GIS - <http://gis.clark.wa.gov>

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# Brush Prairie Softball Complex

## Construction Cost Estimate if Built New

May 16, 2016

Prepared by Scot Brantley - Clark County Public Works

General					
Item No	Description	Unit	Qty	Unit Price	Total
1	Mobilization	ls	1	\$ 50,000.00	\$ 50,000.00
<b>General Subtotal</b>					<b>\$ 50,000.00</b>

Site Preparation					
Item No	Description	Unit	Qty	Unit Price	Total
2	Strip and Screen and Stockpile Topsoil (Assume 6" of portion of site)	cy	12,400	\$ 2.50	\$ 31,000.00
3	Clearing and Grubbing	acre	40	\$ 2,500.00	\$ 100,000.00
4	Tree Protection Fencing	lf	2700	\$ 2.50	\$ 6,750.00
<b>Site Preparation Subtotal</b>					<b>\$ 137,750.00</b>

Grading and Erosion Control					
Item No	Description	Unit	Qty	Unit Price	Total
5	Earthwork - Cut (Assumes Dry Weather Conditions)	cy	11,000	\$ 3.00	\$ 33,000.00
6	Earthwork - Fill (Assumes Dry Weather Conditions)	cy	11,000	\$ 4.00	\$ 44,000.00
7	Silt Fence	lf	2,500	\$ 2.50	\$ 6,250.00
8	Inlet Protection	ea	24	\$ 70.00	\$ 1,680.00
9	Construction Entrance	ea	1	\$ 2,500.00	\$ 2,500.00
10	Miscellaneous Erosion Control	ls	1	\$ 5,000.00	\$ 5,000.00
<b>Grading and Erosion Control Subtotal</b>					<b>\$ 92,430.00</b>

Site Water					
Item No	Description	Unit	Qty	Unit Price	Total
11	Connect to Existing	ea	1	\$ 2,000.00	\$ 2,000.00
12	Watermain (8")	lf	250	\$ 38.00	\$ 9,500.00
13	Water Service Line (2")	lf	250	\$ 15.00	\$ 3,750.00
14	Water Service w/ Backflow (1 1/2")	ea	1	\$ 1,000.00	\$ 1,000.00
15	Hydrant Assembly	ea	1	\$ 2,800.00	\$ 2,800.00
<b>Site Water Subtotal</b>					<b>\$ 19,050.00</b>

Site Stormwater					
Item No	Description	Unit	Qty	Unit Price	Total
16	Storm Line incl. Backfill (6")	lf	250	\$ 30.00	\$ 7,500.00
17	Storm Line incl. Backfill (8")	lf	500	\$ 40.00	\$ 20,000.00
18	Storm Line incl. Backfill (12")	lf	500	\$ 50.00	\$ 25,000.00
19	Storm Line incl. Backfill (15")	lf	500	\$ 60.00	\$ 30,000.00
20	Storm Cleanouts	ea	15	\$ 500.00	\$ 7,500.00
21	Area Drain	ea	25	\$ 600.00	\$ 15,000.00
22	Rain Garden Overflow Risers	ea	6	\$ 500.00	\$ 3,000.00
23	Manhole	ea	12	\$ 2,500.00	\$ 30,000.00
<b>Site Stormwater Subtotal</b>					<b>\$ 138,000.00</b>

Site Hardscape					
Item No	Description	Unit	Qty	Unit Price	Total
24	ADA Detectable Warning Truncated Dome Pavers: Color Charcoal, 12"x12"x2"	sf	250	\$ 35.00	\$ 8,750.00
25	Pedestrian Concrete Paving (4" Concrete, 2" Crushed Rock)	sy	2500	\$ 40.00	\$ 100,000.00
26	Commercial Driveway Approach	sy	90	\$ 50.00	\$ 4,500.00
27	Pedestrian Asphalt Paving (2" Asphalt, 4" Crushed Rock)	sy	5000	\$ 15.00	\$ 75,000.00
<b>Site Hardscape Subtotal</b>					<b>\$ 188,250.00</b>

Softball Field - Natural Turf					
Item No	Description	Unit	Qty	Unit Price	Total
28	Fencing: 6HT, Perimeter, Vinyl Coated Black, Fencing with Concrete Footing	lf	862	\$ 55.00	\$ 47,410.00
29	Fencing: 10HT Dugout Fencing, Vinyl Coated Black, Fencing with Concrete Footing	lf	80	\$ 60.00	\$ 4,800.00
30	Fencing: 30HT Backstop, Vinyl Coated Black, Fencing with Concrete Footing	lf	110	\$ 375.00	\$ 41,250.00
31	Fencing: Double Gate (Maintenance), Vinyl Coated Black	ea	1	\$ 1,200.00	\$ 1,200.00
32	Fencing: Single Gate (Pedestrian), Vinyl Coated Black	ea	4	\$ 600.00	\$ 2,400.00
33	12' Edge Band Around Field	lf	930	\$ 12.00	\$ 11,160.00
34	Preparation: Prepare sub-base, shape and compact	sy	6,320	\$ 2.25	\$ 14,220.00
35	Preparation: Clay Infield Mix	sf	14,315	\$ 4.00	\$ 57,260.00
36	Surfacing: Place and amend root zone materials with Soil Conditioner (6" Deep)	sf	42000	\$ 0.50	\$ 21,000.00
37	Surfacing: Seed Athletic Field Mix	sf	42000	\$ 0.35	\$ 14,700.00
38	Irrigation System - Softball Field	sf	42000	\$ 1.00	\$ 42,000.00
39	Surfacing: Turf Establishment	ls	1	\$ 10,000.00	\$ 10,000.00
40	Subsurface Drainage: Perf. HDPE, Trench Drains, Geotextile Fabric, Cleanouts	ls	1	\$ 35,000.00	\$ 35,000.00
41	Surface: Dugout Concrete Pad	sy	135	\$ 40.00	\$ 5,400.00
42	Quick Impact Release Bases	Set	1	\$ 460.00	\$ 460.00
43	Quick Impact Release Anchors	Set	1	\$ 100.00	\$ 100.00
44	Quick Impact Release Plugs	Set	1	\$ 35.00	\$ 35.00
45	Pitching Rubbers	ea	1	\$ 175.00	\$ 175.00
46	Homeplate	ea	1	\$ 175.00	\$ 175.00
47	Yellow Fence Topper	lf	350	\$ 2.50	\$ 875.00
48	30' HT Foul Poles	Set	2	\$ 5,100.00	\$ 10,200.00
49	Distance Banners (3 Per Field, Excludes Fields 4/5)	ea	6	\$ 120.00	\$ 720.00
50	Bat Racks	ea	2	\$ 885.00	\$ 1,770.00
51	Player Benches	ea	4	\$ 990.00	\$ 3,960.00
52	Deluxe ADA Bleachers (Complete Assembly Required)	ea	2	\$ 11,380.00	\$ 22,760.00
<b>Softball Field Subtotal Per Field</b>					<b>\$ 349,030.00</b>
<b>6 Fields Total</b>					<b>\$ 2,094,180.00</b>

Dinger Dome - Indoor Batting Cages					
Item No	Description	Unit	Qty	Unit Price	Total
53	Indoor Batting Cage	ea	1	\$ 175,000.00	\$ 175,000.00
<b>Dinger Dome - Indoor Batting Cages Subtotal</b>					<b>\$ 175,000.00</b>

Restroom					
Item No	Description	Unit	Qty	Unit Price	Total
54	Restrooms	ea	1	\$ 150,000.00	\$ 150,000.00
<b>Dinger Dome - Indoor Batting Cages Subtotal</b>					<b>\$ 150,000.00</b>

**TOTAL PROJECT COST \$ 2,295,910.00**

EVALUATION of EXISTING CONDITION PURCHASE					
Item No	Description	Unit	Qty	Percentage	Total
1	10% of Total NEW CONSTRUCTION	sum	1	10.00%	\$ 289,591.00
<b>EVALUATION</b>					<b>\$ 289,591.00</b>

## Temme, Anita

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**From:** Hansen, Steve (Public Works)  
**Sent:** Friday, May 13, 2016 10:34 AM  
**To:** Bjerke, Bill; Kanooth, Jeremy  
**Subject:** FW: Gladys Hill, Prairie Sports Complex

Please see the appraisers comments below regarding improvements on the Hill property.

Steve Hansen  
Real Property Services Manager  
Clark County Public Works  
360-397-6118 ext 4370

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**From:** Lawwill, Mark [mailto:Mark.Lawwill@colliers.com]  
**Sent:** Tuesday, May 10, 2016 2:15 PM  
**To:** Hansen, Steve (Public Works)  
**Subject:** Gladys Hill, Prairie Sports Complex

Hello Steve. Thanks for meeting this past Friday to discuss the issue of Value in Use as it pertains to the Hill ownership.

To summarize, you are in relative agreement with the concluded market value which Colliers provided in our recent appraisal report, wherein in we estimated \$515,000 as of 2/9/16. This was based on a highest and best use as residential land. Our concluded highest and best use analysis was based on legal, physical and economic factors. It is clear that the market for the subject as a sports complex would be quite narrow. The subject has been leased to an operator for \$7,200/year in the recent past, which makes it readily apparent that the market value as a sports complex would fall way short of our concluded market value as residential land.

However, Market Value and Value in Use are two distinct concepts.

Here is the standard definition used in our appraisal report:

*“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). “*

For comparison purposes, these are the definitions of Value in Use and Use Value per the Appraisal Institute:

*“Value in Use - The value a specific property has to a specific person or specific firm as opposed to the value to persons or the market in general. b. Use Value - 1. In economics, the attribution of value to goods and services based upon their usefulness to those who consume them. 2. In real estate appraisal, the value a specific property has for a specific use; may be the highest and best use of the property or some other use specified as a condition of the appraisal”.*

The purpose of providing this background is due to the County’s desire to compensate the Hill ownership based on the continued use of the subject as a sports complex. (you have indicated that the Parks Department will operate the facility and utilize the existing improvements). The facility is worth more to the County than the market value determined in our prior appraisal. But it is important to keep in mind that they are the only logical buyer of the property for use as a sports complex- one buyer does not make a market because of the lack of competition, which would clearly have a downward influence on the price paid. This is another reason our appraisal valued the property based on residential land vs its use as a recreational facility.

A Memorandum dated 4/19/16 by E.D Hovee has been reviewed as part of your request for these comments. In short, without saying so, it appears to address value based on the existing use vs the highest and best use. So let's take some of the information from the Hovee report at face value with respect to replacement cost of the improvements (I have searched our resources for cost information pertaining to sports complexes and found nothing to offer any better support for replacement cost).

The challenge is determining an appropriate rate of depreciation, which would factor in physical depreciation based on age/life considerations, as well as functional and economic obsolescence. If you look at page 6 of the Hovee Memorandum, the estimated cost to replace the facility as new is \$4,680,000. If one assumes the stated benefit of a 5 year use of the complex and adds the land value, and indicated value of \$1,158,000 is shown. (The spread between the Hovee contributory value of improvements and the cost new suggests about 85% depreciation, which seems to acknowledge a fairly nominal remaining life).

You have indicated that the Hill's are asking for total compensation of \$750,000. In light of the above, if the County will utilize the existing improvements for even a couple of years, a purchase price of \$750,000 would seem easily justified, remembering that this is not based on market value but rather the concept of value in use/use value.

These comments are intended to be read in conjunction with Colliers appraisal report referenced above, as well as a copy of the Hovee Memorandum. This consultation serves as an addendum to the Colliers report and is not valid otherwise.

Sincerely



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