

## RESOLUTION NO. 2283

A RESOLUTION OF THE COUNCIL OF THE CITY OF SOLEDAD  
 AUTHORIZING THE CITY MANAGER TO ACCEPT A FEE  
 PROPOSAL FROM HULBERG & ASSOCIATES FOR  
 APPRAISAL SERVICES TO CONSTRUCT A  
 SEWER TRANSMISSION LINE TO  
 SERVICE THE DEPARTMENT  
 OF CORRECTIONS AND  
 DOLE CORPORATION

BE IT RESOLVED by the Council of the City of Soledad that the City Manager is hereby authorized and directed for and on behalf of the Council of the City of Soledad, to accept a fee proposal from Hulberg & Associates for appraisal services in connection with the construction of a sewer transmission line to serve the Department of Corrections and Dole Corporation.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 11th day of October 1993, by the following vote:


AYES, and in favor thereof, Councilmembers: John Holguin, Ben Jimenez, Jr., Richard Ortiz, Mayor Fred Ledesma

NAYES, Councilmembers: None

ABSENT, Councilmembers: Mayor Pro Tem Fabian Barrera

  
 MAYOR OF THE CITY OF SOLEDAD

ATTEST:

  
 CITY CLERK OF THE CITY OF SOLEDAD

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**HULBERG & ASSOCIATES**<sup>INC</sup>  
 REAL ESTATE APPRAISERS

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Norman C. Hulberg, MAI  
 Valter D. Carney, MAI

Robert S. Saia, MAI  
 Claudia B. Carleton  
 Craig S. Engen  
 Stephen D. Kuhnhoff, MAI, ASA  
 Terry S. Larson  
 Janis A. Lassner, SRA  
 Charles R. Marqueling, SRA  
 Yvonne J. Broszus  
 Anelena Ackerly  
 Paul M. Urvinitka

October 6, 1993

10 1993  
 RECEIVED

Mr. Blair King  
 City Manager  
 City of Soledad  
 P O. Box 156  
 Soledad, California 93960

Re: Appraisal Fee Proposal for Sewer Transmission Line to  
 Service Soledad Correction Facility and Dole Corporation

Dear Mr. King:

At your request, we are happy to submit a proposal for the appraisal of easement acquisitions required for the sanitary sewer project referenced above. It is our understanding that permanent easements are subterranean, approximately four feet deep, and that temporary easements, for construction purposes, are surface and subterranean.

The approximate 16,000 linear foot sewer line will cross over five properties, one of which is owned by the City of Soledad. At your request, we will not appraise the City's property. The other three properties are owned by Wells Fargo Bank; John Maring; John Troxel; and Camino Monterey Ranch Limited. More specific property identification will be provided by the acquiring agency later.

The purpose of the appraisal is to estimate the market value of the easement rights being acquired. The easement rights appraised will be the permanent sanitary sewer easement (SSE) and the accompanying temporary construction easements (TCE). The acquisitions will be appraised as of the current date.

The appraisal of all four properties will be incorporated into one report, as discussed with the City Attorney. Severance damages and special benefits will be evaluated as part of the normal appraisal process for eminent domain acquisitions. Information provided to date suggests that the acquisitions are along the edge of properties and that the project has been designed to minimize the effect the easement has on the properties. Because of the City's quick response required in this proposal and appraisal, we have not had an opportunity

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to inspect the properties before quoting our fee; an amendment to the fee may be necessary if the scope of our understanding of the project changes materially from that outlined in this letter.

This appraisal will be prepared in accordance with the standards of the Appraisal Institute. A copy of Hulberg and Associates' Standard Terms of Appraisal Agreement, which will be part of this assignment, is attached. We will furnish you with three copies of the appraisal report. Additional copies will be available at our cost of preparation. Our fee for this appraisal will be \$12,000. Follow-up meetings or trial preparation after the submittal of the appraisal report will be charged on a time and expense bases at my hourly billing rate of \$175 per hour. The estimated completion date is November 8, 1993, assuming we receive authorization to proceed and all information required to do the appraisal by October 11, 1993.

In order to appraise this property for you, the following information will be needed:

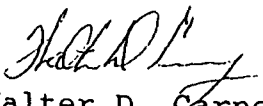
- ▶ Project construction plans, showing the project profile and pipeline, including manhole locations;
- ▶ Title reports for each property being acquired;
- ▶ Legal descriptions of acquisition parcels;
- ▶ Proposed easement deeds of acquisition parcels;
- ▶ Appraisal maps showing the location and dimensions of the SSE and TCE. Typically the appraisal map includes the sizes of the acquisitions and the size of the parcel from which the acquisition is taken (i.e., the size of the "whole").
- ▶ EIR, if available
- ▶ Information the existence, if any, of toxic contamination, soils problems or other property deficiencies;
- ▶ Contact phone numbers and names for property owners;
- ▶ Any other information you may have that will assist us in appraising the property

If this proposal is acceptable to you, please authorize us to proceed with the appraisal by signing below. As you may know

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from your conversations with Mike Rodriguez, the City Attorney, Hulberg & Associates is experienced in the appraisal of easement acquisitions, both permanent and temporary. Although I understand the State of California did not originally supply our firm's name as a potential appraiser for the project, we have appraised a number of projects for the State of California's Department of Transportation (Caltrans). We are looking forward to completing this assignment for you.

Respectfully submitted,

  
Walter D. Carney, MAI  
Vice President

WDC:sp

*Cost and service proposal approved and accepted  
Blair King 10/12/93*

STANDARD CONDITIONS OF APPRAISAL

The appraisal assignment will include the following Limiting Conditions:

Distribution of this report is at the sole discretion of the client, and we will make no distribution without the specific direction of the client. However, no reproduction of this report, in whole or in part, shall be made without our prior approval.

Acceptance of this agreement assumes that our client will provide all necessary information needed for the appraisal on a timely basis.

Neither all, nor part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the authors, particularly as to valuation conclusions, the identity of the appraiser or firm which the appraiser is connected, or any reference to the Appraisal Institute, or the MAI designation

This appraisal shall be used only for the function outlined in the attached report, unless expressly authorized by Hulberg & Associates, Inc. The format and value reported may or may not be valid for other purposes.

The liability of Hulberg & Associates, Inc., and its employees is limited to the client only and to the fee actually received by the appraiser (total per appraisal). Further, Hulberg & Associates, Inc., assumes no obligation, liability, or accountability to any third party. Client agrees to hold Hulberg & Associates, Inc. and its employees harmless in the event of lawsuit brought by any other party. If this report is placed in the hands of anyone but the client, client shall make such party aware of all the assumptions and limiting conditions of the assignment. The appraiser is in no way responsible for costs incurred to discover or correct any deficiencies of any type present in the property, physically, financially, and/or legally.

The client also agrees that in case of lawsuit (brought by lender, partner or part owner in any form of ownership, tenancy or any other party), client will hold appraisers completely harmless from and against any liability, loss, cost or expense incurred or suffered by appraiser in such action, regardless of its outcome.

The fee, scope of work and estimated completion time are subject to change if the property is not as outlined in our proposal, or if issues come to light during the course of our investigation which, in our opinion, necessitate such change. If this is structured as an hourly assignment, the rate schedule is subject to change upon written notice.

Our standard payment policy is as follows: the balance is due upon presentation of the report; if payment is not made within 30 days of date due, interest at the rate of 18% per annum will be added to the principal from the due date to date payment is received, and you shall pay all expenses of collection, including court costs and attorney fees. The fee for this appraisal is not contingent upon the valuation of the property

If this appraisal relates to an estate in land that is less than the whole fee simple estate, the value report for such estate relates to a fractional interest only in the real estate involved, and the value of all other fractional interests may or may not equal the value of the entire fee simple estate considered as a whole

HULBERG & ASSOCIATES, INC