



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

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Memorandum 22-207

To: Mayor Castner and Homer City Council
Through: Robert Dumouchel, City Manager
From: Rachel Tussey, CMC, Deputy City Clerk II
Meeting Date: November 28, 2022
Subject: Approval of Professional Services Agreement to North Pacific Advisors, LLC for Land Appraisal Services

Background:

The City of Homer has 27 City-owned leased parcels that are subject to re-appraisal on five-year cycles. Leasing requirements call for periodic revaluation and possible rent adjustment for existing leases as well as prior to lease inception. These lease terms are staggered in their timing, leading to the need for anywhere from two to ten (2-10) appraisals each year.

In 2021, the Port and Harbor Office solicited proposals from experienced and qualified real estate appraisers for land appraisal services on an annual and as-needed basis, with the goal to enter into a 5-year contract with the successful appraiser. The Request for Proposals (RFP) for Land Appraisal Services was advertised and conducted in accordance with the City's Procurement Policy, and no proposals were received at the time it closed June 10, 2021.

The Port and Harbor then solicited bids directly from two potential proposers electronically and two were received. North Pacific Advisors, LLC was selected and a Notice to Proceed letter was sent on October 19, 2021 by Port Director Hawkins, approved by City Manager Dumouchel, with the funding being approved through the amended bi-annual budget. The delay caused us to not receive a group appraisal for the 2021 year, pushing those scheduled properties to 2022.

Support for Appraisal Contract:

The original intent was to enter into a 5-year contract with North Pacific Advisors, LLC, however, a contract was not formally signed at that time. With lease management duties now with the Deputy City Clerk, the City Clerk's Office is now submitting a formal contract to City Council for approval. This contract will cover four types of needed appraisals:

1. One annual group appraisal report for City-owned leased properties.
2. On an as needed basis: Appraisals of land that are not currently leased but may be under negotiation/pending for a new lease.
3. On an as needed basis: Updates of previous individual parcel appraisals to reflect different current market conditions and different scope or restrictions.
4. On an as needed basis: Appraisals of land in general.

By approving the contract now, we will be able to order the necessary annual group appraisals by January 2023 and maintain our regular schedule.

Recommendation:

Adopt a resolution awarding a term contract to North Pacific Advisors, LLC for Land Appraisal Services.

Fiscal Note: Appraisals on Homer Spit parcels #400-0600-5213; all other land appraisals #100-0110-5213

**PROFESSIONAL SERVICES AGREEMENT
FOR LAND APPRAISAL SERVICES**

THIS AGREEMENT made and entered into this 1st day of January 2023, by and between the CITY OF HOMER and NORTH PACIFIC ADVISORS, LLC.

1. Definition. In this Agreement:

- A. The term "City" means the City of Homer.
- B. The term "Consultant" means North Pacific Advisors, LLC.
- C. The term "Manager" means the manager of the City of Homer or their authorized representative.

2. Engagement of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereafter set forth.

3. Scope of Services. The Consultant shall perform all the services provided for by this Agreement which are described with particularity in Appendix "A," entitled Scope of Services, attached hereto and incorporated by reference as if fully set forth herein.

4. Personnel. Personnel shall be limited to employees of North Pacific Advisors, LLC.

5. Time of Performance. Completion time for deliverables on prescheduled annual group appraisal reports will be no more than 120 days from the notice to proceed letter, unless otherwise mutually agreed upon and stated in afore mentioned letter. For appraisals scheduled on an as needed basis, completion timing is to be mutually agreed by the City and appraiser. The services of the Consultant shall commence upon execution of this Agreement by the Manager and continue until end of term on December 31, 2027. The period of performance may be extended for additional periods by the mutual written agreement of the parties.

6. Compensation.

- A. Subject to the provisions of this Agreement, the City shall pay the Consultant a total sum for all services and expenses for the term of this Agreement not exceeding the sum as set forth in Appendix "B," attached hereto and incorporated herein by reference, for services required by this Agreement.
- B. Travel or per diem required for the performance of services pursuant to this Agreement shall be subject to Appendix "B."
- C. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of Agreement duties. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already

been included in computation of the Consultant's fee and may not be charged to the City.

7. Method and Time of Payment.

- A. The City will pay to the Consultant the amount set forth in Appendix "B" which shall constitute the full and complete compensation for the Consultant's professional services. That sum will be paid on receipt of billings submitted pursuant to a schedule set forth in Appendix "B." If not identified within Schedule "B," normal billing cycle is 30 calendar days from receipt of an approved invoice. A billing is a summary of expenditures to date by line item categories (e.g., Personal Services, Travel, Contractual, Commodities and Equipment). Documentation of expenditures need not be submitted with billings but must be retained by the Consultant for a period of 3 years in the event the City requests said documentation.

- B. No payment will be disbursed until the completed task and associated expenditures have been approved by the City.

- C. All invoices must be submitted and addressed as follows:

City of Homer
491 E. Pioneer Ave.
Homer, AK 99603

8. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Consultant under this Agreement are the property of the City and shall be delivered to the City by or upon the effective date of termination. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Appendix "B" of this Agreement only for work completed to the City's satisfaction in accordance with Appendix "A" of this Agreement and the other terms of this Agreement.

9. Termination for Convenience of City. The City may terminate this contract at any time by giving written notice to the Consultant of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 8 above are the property of the City and shall be delivered to the City by or upon the effective date of execution of this section. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Appendix "B" of this Agreement only for work completed to the City's satisfaction in accordance with Appendix "A" of this Agreement and the other terms of this Agreement. If this Agreement is terminated due to the fault of the Consultant, Section 8 of this Agreement shall govern the rights and liabilities of the parties.

10. Causes Beyond Control. In the event the Consultant is prevented by a cause or causes beyond control of the Consultant from performing any obligation of this Agreement, non-performance resulting

from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Consultant liable for damages or give rights to the cancellation of the Agreement for cause. However, if and when such cause or causes cease to prevent performance, the Consultant shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Consultant and which prevent the performance of the Consultant: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Consultant from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Consultant and would not prevent another Consultant from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Consultant. The City will determine whether the event preventing the Consultant from performing is a cause beyond the Consultant's control.

11. Modifications.

- A. The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.
- B. It is expressly understood that the City may require changes in the scope of services and an unreasonable refusal by the Consultant to agree to modification in the scope of services will be the basis for termination of the Agreement for cause. It is expressly understood that the total amount of compensation for successful performance of the Agreement will not be modified, under any circumstances, without prior written approval of the City.

12. Equal Employment Opportunity.

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam War era. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.
- B. The Consultant shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in subsection 12(A) for applicants for employment

and employees as the City may require.

13. Interest of Members of City and Others. No officer, member or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. Assignability.

- A. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City, thereto; provided, however that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the Consultant shall be responsible to the City for any moneys due the assignee of this Agreement which are paid directly to the Consultant.
- B. The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

15. Interest of Consultant. The Consultant covenants, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed.

16. Findings Confidential. To the extent permitted or required by law any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

17. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

18. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, there shall be made available for examination all of its records with respect to all matters covered by this Agreement and will permit representatives of the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

19. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Homer. The law of the State of

Alaska shall govern the rights and obligations of the parties.

20. Non-Waiver. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

21. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

22. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent Consultant of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

23. Agreement Administration.

- A. The City Manager, or their designee, will be the representative of the City administering this Agreement.
- B. The services to be furnished by the Consultant shall be administered, supervised, and directed by Gregory S. Wing, MAI. In the event that the individual named above or any of the individuals identified in the proposal to perform work under the Agreement is unable to serve for any reason, the Consultant shall appoint a successor in interest subject to a written approval of the City of Homer.

24. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement, the following documents are incorporated by reference into this Agreement as if fully set forth herein:

25. Defense and Indemnification.

- A. It is understood and agreed that this Professional Services Agreement is solely for the benefit of the parties to the Professional Services Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Professional Services Agreement.
- B. The Consultant, its successors and assignees, will protect, save, and hold harmless the City of Homer and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Consultant, its subcontractors, assignees, agents, contractors, licensees, invitees, employees, or any person whomever arising out of or in connection with any acts or activities authorized by this Professional Services Agreement. The Consultant further agrees to defend the City of Homer and their

authorized agents and employees in any litigation, including payment of any costs or attorney's fees for any claims or actions commenced thereon arising out of or in connection with acts or activities authorized by this Professional Services Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the City of Homer or their authorized agents or employees, provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the City of Homer and their agents or employees, and (b) the Consultant, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Consultant, or Consultant's agents or employees.

26. Interpretation and Enforcement. This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

27. Consultant Insurance.

- A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
- B. It is highly recommended that Consultant confer with their respective insurance companies or brokers to determine if their insurance program complies with the City's Insurance requirements.
- C. The Consultant shall procure and maintain the following insurance:
 - i. Professional General Liability insurance providing coverage for professional services for real estate appraisal and valuation on residential and commercial properties, and shall cover bodily injury and property damage caused during appraisal inspection.
 - ii. Limits must be a minimum of \$1,000,000 for any one person and not less than \$1,000,000 for any one accident or occurrence. General aggregate minimum of \$1,000,000.
 - iii. Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officer, officials, employees and volunteers shall be excess of Permittee's insurance and shall not contribute to it.
 - iv. Consultant's insurer shall agree to waive all rights of subrogation against City, its officers, officials, employees and volunteers for losses arising from work performed by Consultant for City.
 - v. Consultant shall at all times maintain and give to the City, for City's benefit, current insurance endorsements. Consultant shall also grant City permission to obtain copies of insurance policies from all insurers providing required coverage to Consultant.

28. Severability. If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

29. Understanding. The Consultant acknowledges that the Consultant has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

30. Notices. Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

CITY
491 E. Pioneer Avenue
Homer, AK 99603

CONSULTANT
200 West 34th Avenue #403
Anchorage, AK 99503

31. Consultants' Violations of Tax Obligations.

- A. Any Consultant in arrears on a City obligation, including, but not limited to tax, assessment, lease, sale, or rental payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall not be awarded the Agreement if the delinquency is not cured within ten calendar days of receipt of written notice sent by the City of the delinquency.
- B. This Agreement can be terminated for cause, pursuant to Section 8, if it is determined that a Consultant whether the amounts owed are in the name of the Consultant as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears of any taxation, lease or rental agreement that is due to the City that is not remedied within 10 calendar days of notification by regular mail.
- C. The City reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City taxes, moneys owed on sales, assessments, leases and rental agreements, against any amount owing to the same under an Agreement between the City and the same.

32. Fund Verification. Fund source and verification of funds for this project:

Funding Source: City of Homer 2022 Bi-Annual Approved Budget

Verified by

Date

33. Non-Appropriation Funds. The contract is subject to the appropriation of funds each fiscal year. In the event no funds are appropriated for this contract, the City of Homer has the right in any given fiscal year to terminate this contract without penalties of any sort.

34. Counterparts; Execution By Facsimile. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original and all of which together constitute one and the same agreement. Delivery of an executed copy of this Agreement by telecopy, telex or other means of electronic communication producing a printed copy will be deemed to be an execution and delivery

of this Agreement on the date of such communication by the parties so delivering such a copy. The party so delivering such a copy via electronic communication shall deliver an executed original of this Agreement to the other parties within one week of the date of delivery of the copy sent via electronic communication.

CITY OF HOMER

NORTH PACIFIC ADVISORS, LLC

By: _____

By: _____

Title: Homer City Manager

Title: Owner

Date: _____

Date: _____

**APPENDIX A
SCOPE OF SERVICES**

A. Project Overview

The scope of services for this contract will involve 27 City-owned leased parcels that are subject to re-appraisal on five-year cycles. Leasing requirements call for periodic revaluation and possible rent adjustment for existing leases as well as prior to lease inception. These lease terms are staggered in their timing, leading to the need for anywhere from two to ten (2-10) appraisals each year. See Table 1.A. below for expected annual appraisal workload.

Table 1.A

Due for 2023			
Lot Description	Address	KPB Parcel #	Current Leaseholder
Lot 19, Homer Spit Subdivision No. 5	n/a	181-032-38	Fortune Sea, LLC
POG Lot 20, Sec. 1 T7S, R13W	4688 Homer Spit Road	181-034-45	USCG
Due for 2024			
Lot Description	Address	KPB Parcel #	Current Leaseholder
Lot 13B, Homer Spit Port Industrial No. 2	874 Fish Dock Road	181-034-25	Copper River Seafoods
Lot 32, Homer Spit Subdivision Amended	4400 Homer Spit Road	181-034-32	Shogun Restaurant
Lot 88-2, Homer Spit No. 2	4460 Homer Spit Road	181-034-42	Mike Yourkowski
Lot 30, Homer Spit Subdivision. Amended	4380 Homer Spit Road	181-033-09	Salty Dawg
Portion of Lot 5, Homer Spit Subdivision Amended	3815 Homer Spit Road	181-031-05	Sports Shed
Lot 12, Homer Spit Subdivision No. 5	4380 Freight Dock Road	181-034-20	Concrete Pad & Fenced Storage Site; Portion by Alaska Scrap & Recycling, LLC
Portion of Tidelands	n/a	181-07-001	Northern Enterprises Boat Yard
Due for 2025			
Lot Description	Address	KPB Parcel #	Current Leaseholder
Lot 21, Homer Spit Subdivision No. 5	4323 Freight Dock Road	181-032-40	Seldovia Village Tribe
Lot 9-A, Homer Spit Replat 2006	4800 Homer Spit Road	181-034-77	Vacant
Lot 10-A, Homer Spit Replat 2006	n/a	181-034-78	Vacant
Portion of Lot 48, Homer Spit Subdivision Amended	4667 Homer Spit Road	181-034-04	Sea Tow; Portion by ACS
Due for 2026			
Lot Description	Address	KPB Parcel #	Current Leaseholder
Lot 19, Homer Spit Subdivision, Amended	4262 Homer Spit Road	181-033-16	Harbor Grill
Portion Lot 13-B, Homer Spit Subdivision Amended	841/843 Fish Dock	181-034-27	Petro 49
Lot 8-E-1, Homer Spit No. 6	4607 Freight Dock Road	181-032-60	Petro 49
Lot 12-C, Port Industrial Subdivision No.4	4501 Ice Dock Road	181-034-52	Salmon Sisters Holdings

Due for 2027			
Lot Description	Address	KPB Parcel #	Current Leaseholder
Lot 49, Homer Spit Subdivision Amended	4603 Homer Spit Road	181-034-03	Homer Spit Campground
Lot 50, Homer Spit Subdivision Amended	4535 Homer Spit Road	181-034-02	Homer Spit Campground
Lot 88-3, Homer Spit Subdivision No.2 Amended	4470 Homer Spit Road	181-034-43	Kachemak Bay Seafoods
Lot 88-1, Homer Spit Subdivision No.2 Amended	4406 Homer Spit Road	181-034-31	Southcentral Radar
Lot 12-A1, City of Homer Port Industrial No. 3	800 Fish Dock Road	181-034-21	Alaskan Fish Factory
Tract 1-C, The Fishing Hole Subdivision No. 2	1114 Freight Dock Road	181-031-19	Sportsman's Supply
Tract 1-C, The Fishing Hole Subdivision No. 2	3978 Homer Spit Road	181-031-18	Bob's Trophy Charters
Lot 88-4, Homer Spit Subdivision No.2 Amended	4474 Homer Spit Road	181-034-44	Alaska Custom Seafoods
Lot 41, Homer Spit Subdivision Amended	842 Fish Dock Road	181-034-19	Icicle Seafoods
Lot 42, Homer Spit Subdivision Amended	4634 Homer Spit Road	181-034-18	Icicle Seafoods

B. Schedule

City owned leased parcels will be requested annually to be appraised as a multiple property group appraisal for efficiency. Appraisals will be requested annually in January of each year. The City would expect completion of the appraisals within 120 days of notice to proceed, with extensions considered for specific complications. All appraisals will be for Market Rent of the Fee Simple Estate. All parcels are valued as-if vacant with no consideration of existing improvements (building(s), site improvements, etc.) that may be located on-site.

Additional individual appraisals may be requested throughout the year on a case by case basis as needed and also valued vacant or as-if vacant.

All parcel lease rates are current as of November 18, 2022. Individual lease files and a detailed lease schedule are available at the City of Homer City Clerk's Office. The City maintains a file of all prior and current appraisals which are available for reference and review. The prior contract appraisers have offered to provide guidance/counsel as needed.

City of Homer staff will assist when needed in providing any additional property details, help identifying utility locations, lease adjustment history, etc.

C. Report/Deliverable Requirements

Consultant is free to submit reports as individual reports or as one combined narrative report with individual appraisal sections for each property as necessary. All reports must meet the below minimum requirements:

- i. Prepared in conformance with and subject to the Uniform Standards of Professional Appraisal Practice (USPAP).
- ii. Report shall be presented in a Narrative Report format, including summary, location/neighborhood descriptions, individual parcel descriptions, on-site photographs, detailed description of all comparable data used in valuation, a comparable data adjustment table supporting the value/rent opinions. If applicable, details of the basis and market support for any market rent percentages used.
- iii. The appraisal must be organized to allow dissemination of the individual parcel values (support and basis) to the individual lessees.
- iv. The report will be provided in electronic format only, submitted to the City electronically.

D. Types of Appraisal Services Needed

- i. One annual group appraisal report for City-owned leased properties, segregated to provide individual Market Rent opinions for each parcel. The valuation of each parcel must include the data, analysis, and reasoning for the Market Rent opinion. Completion time for deliverables will be no more than 120 days from receive of notice to proceed.
- ii. On an as needed basis: Appraisals of land that are not currently leased but may be under negotiation/pending for a new lease. The completion timing is to be mutually agreed by the City and appraiser considering the appraiser's workload.
- iii. On an as needed basis: Updates of pervious individual parcel appraisals to reflect different current market conditions and different scope or restrictions. The completion timing is to be mutually agreed by the City and appraiser considering the appraiser's workload.
- iv. On an as needed basis: Appraisals of land in general. Any appraisals of this type would have the fee and completion timing mutually agreed to at the time, by the contract appraiser and City. The City also reserves the right to solicit a proposal from another, independent appraiser.

**APPENDIX B
COMPENSATION**

Compensation for types of Appraisal Services listed in Appendix A, Section D:

<p>i. One annual group appraisal report for City-owned leased properties, segregated to provide individual Market Rent opinions for each parcel. The valuation of each parcel must include the data, analysis, and reasoning for the Market Rent opinion. Completion time for deliverables will be no more than 120 days from receive of notice to proceed.</p>	<p><u>\$2,500 max per parcel/lot</u></p>
<p>ii. On an as needed basis: Appraisals of land that are not currently leased but may be under negotiation/pending for a new lease. The completion timing is to be mutually agreed by the City and appraiser considering the appraiser’s workload.</p>	<p><u>\$4,000 max</u></p>
<p>iii. On an as needed basis: Updates of pervious individual parcel appraisals to reflect different current market conditions and different scope or restrictions. The completion timing is to be mutually agreed by the City and appraiser considering the appraiser’s workload.</p>	<p><u>\$4,000 max</u></p>
<p>iv. On an as needed basis: Appraisals of land in general. Any appraisals of this type would have the fee and completion timing mutually agreed to at the time, by the contract appraiser and City. The City also reserves the right to solicit a proposal from another, independent appraiser.</p>	<p><u>Bid amount solicited from Contractor as needed and mutually agreed upon between contract appraiser and City</u></p>