BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 18, 2005 Division: County Attorney

Bulk Item: Yes X No ___ Department:

Department Contact: Suzanne Hutton

AGENDA ITEM WORDING:

Approval of a contract with Calloway & Price, Inc.., for real property appraisal report for property located at 98970 Overseas Highway, Key Largo, Florida. This property is proposed to be purchased for use by Habitat for Humanity of the Upper Keys

ITEM BACKGROUND:

At the March 16, 2005, BOCC meeting, discussion was held concerning the potential purchase of property to be leased to habitat for office space & retail sales, and for the establishment of a multiple unit housing complex.

PREVIOUS RELEVANT BOCC ACTION:

March 16, 2005, direction to County Attorney to proceed with appraisal, due diligence and proposed contract. State statute requires County to obtain two appraisals. This contract is with one of the two appraisers who have been deemed qualified and available to provide appraisal services.

CONTRACT/AGREEMENT CHANGES:

.

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: $5,000 **BUDGETED:** Yes X No ___

COST TO COUNTY: $5,000 **SOURCE OF FUNDS:** 304 one cent sales tax infrastructure

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL: John R. Collins 05/05/05

John R. Collins

DOCUMENTATION: Included X To Follow_____ Not Required_____

DISPOSITION:_____ **AGENDA ITEM #**_____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Callaway & Price, Inc. Contract #CAY- 2005-04-02

Effective Date: 5-18-2005

Expiration Date: N/A

Contract Purpose/Description:

To obtain appraisal on real property at 98970 Overseas Highway, Key Largo, in order to pursue possible contract for purchase.

Contract Manager: Suzanne Hutton (Name) 3473 (Ext.) County Attorney (Department/Stop #)

for BOCC meeting on Agenda Deadline:

CONTRACT COSTS

Total Dollar Value of Contract: $ 5,000 Current Year Portion: $ 5,000

Budgeted? Yes ☒ No ☐ Account Codes: 304-26500-560620-____-____

Grant: $ 0

County Match: $ 0

ADDITIONAL COSTS

Estimated Ongoing Costs: $0/yr (Not included in dollar value above)

For: (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	5/05/05	Yes ☐ No ☒	[signature]	05/05/05
Risk Management	5/05/05	Yes ☐ No ☒	[signature]	5/05/05
O.M.B./Purchasing	5/05/05	Yes ☐ No ☑	[signature]	5/5/05
County Attorney	5/05/05	Yes ☐ No ☒	[signature]	5/5/05

Comments:

OMB Form Revised 2/27/01 MCP #2

CONTRACT FOR PROPERTY APPRAISAL REPORT	Monroe County Contract Number: CAY-RE-2005-04-02

THIS CONTRACT is entered into the date last below written, between the Board of County Commissioners of Monroe County, Florida ("County") and
NAME: Callaway & Price, Inc.
ADDRESS: 1639 Forum Place, Suite 5
CITY/STATE/ZIP: West Palm Beach, FL 33401
TELEPHONE: 561-686-0333 E-MAIL: dph@cpwpb.com
("the Contractor" or "Contractor"), and County and Contractor hereby agree as follows:

1. The Contractor shall appraise that certain ◯ unimproved ☒ improved real property located in Monroe County Florida, the legal description of which is contained in **Attachment B**, which is and made a part hereof.

2. The Contractor shall make a detailed field inspection and identification of the various items of the property and shall make such investigations and studies as are appropriate and necessary to enable the Contractor to derive sound conclusions and to prepare the appraisal report to be furnished under this Contract. Upon completion of the inspections, investigations and studies, the Contractor shall prepare, furnish, and deliver to the County an appraisal report in three (3) copies covering said property. The report shall, in form and substance, be in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP); shall present adequate factual date to support each rate, percentage, or amount used in sufficient detail to permit an intelligent review of the appraisal report; shall relate the appraiser's conclusions to those facts; and shall, among other things, include the items set forth in **Attachment A,** which is made a part hereof.

3. The Contractor, within FORTY-FIVE (45) calendar days after either the effective date of this Contract or the date of notice to proceed, whichever first occurs, shall mail or deliver the required number of copies of the contemplated report to the County.

4. In consideration of the performance of the undertakings under this Contract, the Contractor shall be paid by the County the lump sum of FIVE THOUSAND DOLLARS ($ 5,000.00), which shall constitute full payment to the Contractor and shall include costs of all supplies, materials, and equipment, and all other expenses of any kind or nature incurred by the Contractor in performing hereunder. Payment shall become due after review and approval of the reports and submission of properly certified invoice.

5. The Contractor shall not divulge, and shall take all reasonable steps to insure that no member of Contractor's staff or organization divulges any information concerning such appraisal reports to any person other than a duly authorized representative of the County, or a person authorized in writing by the County to obtain such information.

6. The County may at any time, by written order, make any changes in this Contract which may affect the contents, scope or number of copies of the appraisal reports to be delivered hereunder, or the time of delivery. If such changes justify an increase or decrease in the amount provided to be paid by Paragraph 4 of this Contract or in the time required for Contractor's

performance, an equitable adjustment shall be made and the Contract shall be modified in writing accordingly.

7. At the request of the County, the Contractor agrees to provide an updating of the report(s) to be delivered hereunder. The price to be paid shall be agreed upon in advance of the updating and shall represent the minimum fee customarily charge, but shall not exceed direct out-of-pocket expenses and the estimated time at a reasonable rate per diem, which estimates will be furnished in writing by the Contractor. The Contractor's direct out-of-pocket expenses and time in preparing the updating will be submitted to the County upon completion of the updating. Payment shall be limited to the actual time involved (at the rate previously submitted by the Contractor) and direct expenses or the agreed upon price, whichever is lower.

8. Upon the request of the County Attorney, the Contractor agrees to testify as to the value of any and all of the property included in the appraisal report in any judicial proceedings involving the property or its value. In consideration of the performance of the undertaking provided in this paragraph, the Contractor shall be paid at a rate not in excess of SEVEN HUNDRED FIFTY DOLLARS ($750.00) per day, which payment shall constitute full reimbursement to the Contractor for such services and for any expenses incurred, including travel and subsistence. Payment shall be by the County in accordance with its prescribed regulations and procedures.

9. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an Contract or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of Contractor. For breach or violation of this warranty the County shall have the right to annul this contract without liability or, in the County's sole discretion, to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

10. The Contractor shall, in the performance of this Contract, comply with all applicable Federal and state statutes, and rules and regulations issued pursuant thereto, as they relate to employment. hours of work. and overtime wages.

11. At the time of receipt and acceptance thereof, the appraisal report to be furnished by the Contractor as specified in this Contract shall become and remain the sole property of the County.

12. The Contractor agrees that, prior to the acquisition or disposal by the County of the property cited in this Contract, or a date two years following the date of completion of the appraiser's report covering the said property, whichever is the earlier, the Contractor and the employees of the Contractor will not, for its', his or their own account negotiate for the property or perform services for others in connection with the said property unless the written consent of the appropriate County representative is first obtained.

13. Contractor agrees to include the following provision, with appropriate insertions in all of Contractor's subcontracts hereunder:
"(Name of Subcontractor) agrees that Monroe County, Florida, or any duly authorized representatives of Monroe County, shall, until the expiration of four years after final payment under (Contractor's name) contract between Monroe County and (Contractors name), have access to and the right to examine any directly pertinent books, documents, papers, and records of (Name of Subcontractor) involving transactions related to the contract."

14. Time is of the essence, and if the Contractor refuses or fails to perform this Contract within the time specified or any extension thereof including the time agreed upon for the delivery of necessary corrections or substantiation, or so fails to make progress as to endanger performance of this contract in accordance with its terms, the County may by written notice terminate the right of the Contractor to proceed with the Contract or with such part or parts thereof as to which there has been default or delay and may hold the Contractor liable for any damages caused the County by reason of such termination. If the County does not terminate this Contract and the Contractor completes performance after the time specified, the County shall have the right to reduce the contract fee by the amount of ONE HUNDRED DOLLARS ($100.00) for each day of delay in delivery of the appraisal report and/or necessary corrections or substantiations. If such default or delay has been caused by serious illness and/or death of a person specially qualified to perform the Contract and the Contractor is either an individual or does not have another qualified appraiser, the Contractor shall be relieved of liability for damages. Upon termination hereunder, the County reserves the right to require the Contractor to turn over to the County all data, maps, photographs, or other materials acquired for this Contract upon allowing the Contractor an equitable price therefor.

15. The performance of work under this contract may be terminated in whole or in part whenever the County shall determine that termination is in it's best interest by delivery to the Contractor of a notice of termination at least three days prior to the effective date of termination. The Contractor agrees to cease all work, to turn over to the County all data, maps, photographs, and other materials acquired for this Contract work, and to submit to the County a claim for work performed prior to termination. The County shall pay the Contractor an equitable price for work performed prior to termination, such price not to exceed a fair proportion of the original contract price.

16. Standard Terms and Conditions.

a) Record-keeping: Contractor shall maintain all books, records, and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. Each party to this Contract or their authorized representatives shall have reasonable and timely access to such records of each other party to this Contract during the term of the Contract and for four years following the date of final payment made to the Contractor under this Contract. If an auditor employed by the County or Clerk determines that monies paid to Contractor pursuant to this Contract were spent for purposes not authorized by this Contract, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, Florida Statutes, running from the date the monies were paid to Contractor.

b) Governing Law, Venue, Interpretation, Costs, and Fees: This Contract shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Contract, the County and Contractor agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Contract by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

c) **Severability.** If any term, covenant, condition or provision of this Contract (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Contract shall not be affected thereby; and each remaining term, covenant, condition and provision of this Contract shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Contract would prevent the accomplishment of the original intent of this Contract. The County and Contractor agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

d) **Attorney's Fees and Costs.** The County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Contract shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

e) **Binding Effect**. The terms, covenants, conditions, and provisions of this Contract shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

f) **Authority.** Each party represents and warrants to the other that the execution, delivery and performance of this Contract have been duly authorized by all necessary County and Contractor action, as required by law.

g) **Claims for Federal or State Aid.** Contractor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Contract provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

h) **Adjudication of Disputes or Disagreements**. County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Contract or by Florida law.

i) **Cooperation.** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Contract, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Contract or provision of the services under this Contract. County and Contractor specifically agree that no party to this Contract shall be required to enter into any arbitration proceedings related to this Contract.

j) Nondiscrimination. County and Contractor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Contract automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Contract.

k) Covenant of No Interest. County and Contractor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Contract, and that only interest of each is to perform and receive benefits as recited in this Contract.

l) Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

m) No Solicitation/Payment. The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Contract without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

n) Public Access. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or

under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this Contract; and the County shall have the right to unilaterally cancel this Contract upon violation of this provision by Contractor.

o) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Contractor in this Contract and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

p) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Contract within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

q) Legal Obligations and Responsibilities; Non-Delegation of Constitutional or Statutory Duties. This Contract is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Contract is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

r) Non-Reliance by Non-Parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this Contract to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, or any entity or entities, have entitlements or benefits under this Contract separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Contract.

s) Attestations. Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

t) No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Contract or be subject to any personal liability or accountability by reason of the execution of this Contract.

u) Execution in Counterparts. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall

constitute one and the same instrument and any of the parties hereto may execute this Contract by signing any such counterpart.

v) **Section Headings.** Section headings have been inserted in this Contract as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Contract and will not be used in the interpretation of any provision of this Contract.

IN WITNESS WHEREOF, the County and Contractor have executed this contract as of the day end year last below written, and such date shall be the effective date of this Contract.

(SEAL)
ATTEST:
DANNY L. KOLHAGE, CLERK

_____
Deputy Clerk
Date: _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

_____
Mayor/Chairman
Date: _____

CONTRACTOR:

ATTEST:

_____
Corporate Secretary

Or

BY: _____
DANIEL P. HERRERO MAI
NAME (Printed)
Title: V.P. / TRRS
Date: 5/3/05

WITNESSES:

1. Ruth Pennington
Ruth Pennington
NAME (Printed)

2. Diane L. Mattson
Diane L. Mattson
NAME (Printed)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 5/05/05

ATTACHMENT A, SECTION 1 OF 2 SECTIONS:
SPECIFICATIONS FOR THE ANALYTICAL NARRATIVE APPRAISAL REPORT

General. In the preparation of this report, the Contractor shall follow current professional appraisal practices giving consideration to three approaches to value, namely, the Cost, Income Capitalization and Sales Comparison, unless otherwise specifically stated in the Contract. Should certain approaches or requirements covered in these specifications not be applicable to the assignment, the contractual obligation can be fulfilled by identifying that approach or requirement together with a brief explanation for its omission (i.e., an appraisal involving land valuation only). Supplementary specifications may be furnished as necessary in the appraisal of specific properties.

Format. The report shall be bound in book-fashion, in the left margin, in a durable cover with the County Contract Number on the face thereof. The paper used shall be of good grade, minimum 20-pound weight, of size 8 ½ by 11 inches. Allpages shall be numbered consecutively, including all exhibits, and each important heading shall be shown n the Table of Contents. To provide uniformity for County files, the text shall be divided into four parts as outlined below.

PART I - INTRODUCTION

1. TITLE PAGE. This shall include (a) the name, if any, of the property, the street address, and the legal description; (b) the name of the individual(s) making the report, and (c) the effective date of the report.

2. TABLE OF CONTENTS.

3. LETTER OF TRANSMITTAL.

4. PHOTOGRAPHS. Pictures shall show at least the front elevation of the major improvements, plus any unusual features. There should also be views of the area, as appropriate, including properties abutting and directly opposite. When a large number of buildings are involved, including duplicates, one picture may be used for each type. Views of the comparables should be included. Except for the overall view, photographs may be bound as pages facing the discussion or description which the photographs concern. All graphic material shall include captions. Each copy of the report shall contain original color photographs. If digital photographs are used, print quality shall be of fine quality, and a Cd containing the digital images shall be attached to the inside front cover of the report.

5. STATEMENT OF LIMITING CONDITIONS AND ASSUMPTIONS.

6. REFERENCES. If preferred, may be shown with applicable approach.

PART II - FACTUAL DATA

7. PURPOSE OF THE APPRAISAL. This shall include the reason for the appraisal, a definition of all values required, and a description of the property rights appraised.

8. LEGAL DESCRIPTION. The legal description shall be so complete as to properly identify the property appraised. If lengthy, it should be referenced and included in Part IV.

9. AREA, CITY, AND NEIGHBORHOOD DATA. This data should include such information as it affects the appraised property, together with the appraiser's conclusions as to significant trends.

10. PROPERTY DATA-

A. SITE - Describe the soil, topography, public or private access and utilities, mineral deposits, easements, etc. A statement must be made concerning the existence or nonexistence of mineral deposits having a commercial value.

B. IMPROVEMENTS - This description may be by narrative or schedule form and shall include dimensions, cubic and/or square foot measurements, and where appropriate, a statement of the method of measurement used in determining rentable areas such as full floor, multitenancy, etc.

C. EQUIPMENT - This shall be described by narrative or schedule form and shall include all items of equipment, including a statement of the type and purpose of the equipment and its state of cannibalization. The current physical condition and relative use and obsolescence shall be stated for each item or group appraised, and whenever applicable, the repair or replacement requirements to bring the property to usable condition. Any related personality or equipment, such as tenant trade fixtures, which are not attached or considered part of the realty, shall be separately inventoried. Where applicable, these detachable or individually owned items shall be separately valued.

D. HISTORY - State briefly the purpose for which the improvements were designed, dates of original construction and major renovation and/or additions; include, for privately owned property, a five-year record as to each parcel, of all sales and, if possible, offers to buy or sell, and recent lease(s); if no sale within the last five years, include a report of the last

E. ASSESSED VALUE AND ANNUAL TAXES - Include the current assessment and annual amount of real

estate taxes and indicate the tax year together with the market level of taxes for the property on date of appraisal. Future trends or prospective changes in the level of taxes should be discussed. If the property is not taxed, the appraiser should estimate the assessment, state the tax rate, and give the dollar amount of the tax estimate.

F. INSURANCE - Give the estimated rate per thousand and the annual cost of adequate insurance (not necessarily present coverage).

G. ZONING - Describe the zoning for subject and comparable properties (where government owned, state what zoning might reasonably be anticipated under private ownership) and if rezoning is imminent, discuss further under Item 11.

PART III - ANALYSES AND CONCLUSIONS

11. ANALYSIS OF HIGHEST AND BEST USE. The report shall include an in-depth analysis of the highest and best use that can be made of the property (land and improvements, and where applicable, machinery and equipment) for which there is a current market. The valuation shall be based on this use, which should be found to be physically possible, legally permissible, financially feasible, and maximally productive. The reasoning behind the appraiser's conclusion shall be fully explained.

12. LAND VALUE. The appraiser's opinion of the value of the land shall be supported by confirmed sales of comparable lands. Differences shall be weighed and explained to show how the sales indicate the value of the land being appraised. Adjustments should be made from the sales to the subject, either in dollar amounts or percentages for all applicable elements of comparison.

13. VALUE ESTIMATED BY COST APPROACH. This shall be in the form of computative data, arranged in sequence, beginning with reproduction or replacement cost, and shall state the source of all figures used. The dollar amounts of physical deterioration and functional and external obsolescence, or the omission of same, shall be explained in narrative form. (This procedure may be omitted on improvements, both real and personal, for which only a salvage or scrap value is estimated.).

14. VALUE ESTIMATE BY INCOME CAPITALIZATION APPROACH. This shall include adequate factual data to support each figure and factor used and shall be arranged in detailed form to show (a) estimated gross economic rent or income; (b) allowance for vacancy and credit losses; (c) an itemized estimate of total expenses including reserves for replacement; and (d) net operating income. Capitalization of net income shall be at the rate prevailing for this type of property and location. The capitalization technique, method and rate used shall be explained in narrative form supported by a statement of sources of rates and factors.

15. VALUE ESTIMATE BY SALES COMPARISON APPROACH. This shall include adequate factual data. All sales used shall be confirmed by the buyer, seller, broker, or other persons having knowledge of the price, terms, and conditions of sale. Each comparable shall be weighed and explained in relation to the subject property to indicate the reasoning behind the appraiser's value estimate from this approach. Adjustments should be made from the sales to the subject, either in dollar amounts or percentages for all applicable elements of comparison.

16. INTERPRETATION AND CORRELATION OF ESTIMATES. The appraiser shall interpret the foregoing estimates and shall state the appraiser's reasons why one or more of the conclusions reached in Items (13), (14), and (15) are indicative of the market value of the property.

17. CERTIFICATION. This shall include a statement that Contractor has no undisclosed interest in property, that the appraiser has personally inspected the premises, date and amount of value estimates, etc.

PART IV– EXHIBITS AND ADDENDA

(Note: All maps and plans may be bound as facing pages opposite the description, tabulation, or discussion they concern.)

18. LOCATION MAP(S). (County, city, and/or area)

19. PLOT PLAN AND TAX MAP.

20. FLOOR PLANS. (When needed to explain the value estimate).

21. COMPARATIVE DATA MAP. (Show geographic location of the appraised property and the comparative data analyzed).

22. DETAIL OF THE COMPARATIVE DATA. (Photograph and plat or tax map should be included for each comparable).

23. OTHER PERTINENT EXHIBITS.

24. QUALIFICATIONS. (Of all appraisers and/or technicians contributing to the report).

ATTACHMENT A, SECTION 2:
DEFINITION OF TERMS

INSTRUCTIONS. Definitions applicable to this contract for appraisal report are checked below:

◯ **1. HIGHEST AND BEST USE**. The most profitable likely use, within the realm of reasonable probability, to which real and related personal property can be put or adapted, and for which there is a current market.

X **2. FAIR MARKET VALUE (MARKET VALUE).** The highest price estimated in terms of money which the property will bring if exposed for sale in the open market by a seller who is willing but not obligated to sell, allowing a reasonable time to find a buyer who is willing but not obligated to buy, both parties having a knowledge of all the uses to which it is adapted and for which it is capable of being used

◯ **3. FAIR MARKET VALUE FOR LEASING PURPOSES (FMVLP).** The fair market value of a whole or part of a property to be leased by the County whether general purpose property or special purpose property or a combination of thereof. This heading applies to a property specially constructed or remodeled for lease to the County.

◯ **4. SPECIAL USE VALUE.** The marketable measure of the value to a known user of a specialized type property to provide usefulness, service, or profitableness above the value of the property if vacant (Examples: This value could apply to a lessee in possession, an adjacent property holder; or a public body.)

◯ **5. SALVAGE VALUE.** The price expectable for the whole improvement (for example, a building), or part of the whole improvement (for example, a plumbing fixture), for removal from the premises for use elsewhere.

◯ **6. SCRAP VALUE.** The price expectable for a part of a property for sale and removal from the premises for the reclamation of the value of the basic material itself (for example, copper), and not for use as originally intended.

◯ **7. INSURABLE VALUE.** The reproduction cost of insurable items (construction above ground) of all buildings and appurtenances, less accrued physical depreciation.

◯ **8. SEVERANCE DAMAGE.** Loss in value to the remaining property as a result of the taking of a part of the whole property; the diminution of the market value of the remainder area as a result of the severance of the part taken.

◯ **9. JUST COMPENSATION.** In condemnation, the dollar amount to which the owner is entitled for the taking of private property, as of the date of taking, to make the owner whole. Usually it is based on Fair Market Value plus additional awards for certain legally allowable types of damages. In partial takings it is generally measured by the difference between the Fair Market Value of the property as a whole, immediately before and unaffected by the taking, and the Fair Market Value of the remainder immediately after and as affected by the taking.

◯ **10. FAIR ANNUAL RENTAL.** Annual monetary amount reasonably expectable for the rights to the agreed use of real and related personal property as established by competition in the rental market. If market information is unavailable, it is that annual amount which will amortize the value of the remaining capital investment plus a fair rate of interest return during the remaining useful life of the rental property.

◯ **10-A. SERVICED.** The same as defined above including all services as specified under the terms of the lease.

◯ **10-B. UNSERVICED.** The same as above exclusive of the cost of operating services such as heat, light, cleaning, etc.