

**Lee County Board of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20031394

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize County Attorney to accept proposal for appraisal consulting services in regard to pending and threatened litigation over provisions of the recently adopted Pine Island Community Plan.

WHY ACTION IS NECESSARY: The proposal sets a "not to exceed" amount that is higher than the County Attorney's purchasing limits.

WHAT ACTION ACCOMPLISHES: Allows County Attorney to go forward with analysis of potential for County liability under provisions of the Pine Island Community Plan.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # C12A

3. MEETING DATE:
12-02-2003

4. AGENDA:
 CONSENT
 ADMINISTRATIVE
 APPEALS
 PUBLIC
 WALK ON
 TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)
 STATUTE
 ORDINANCE
 ADMIN. CODE
 OTHER

6. REQUESTOR OF INFORMATION:
A. COMMISSIONER
B. DEPARTMENT County Attorney
C. DIVISION Land Use
BY: Timothy Jones
Chief Assistant County Attorney

7. BACKGROUND:
As a result of pending and threatened litigation regarding the Pine Island Community Plan, the County Attorney's Office sought a proposal from Hanson Real Estate Advisors, Inc., (copy attached) in order to quantify the County's potential liability under the Bert Harris Private Property Rights Protection Act. The proposal sets a "not to exceed" amount of \$75,000.00 and this amount exceeds the County Attorney's purchasing limit of \$50,000.00. The County Attorney believes that the proposed professional services are necessary in order to properly advise the County Commission with regard to the potential liability under the provisions of the recently adopted Pine Island Community Plan.

Funds are available in Account No. DB5140300100.504901.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
				<i>Timothy Jones</i>	<i>Alfonso 11/20/03</i>				
					OA	OM	RISK	GC	
					<i>RK 11/13</i>	<i>11/20/03</i>	<i>11/18/03</i>	<i>11/19/03</i>	<i>[Signature]</i>

10. COMMISSION ACTION:
 APPROVED
 DENIED
 DEFERRED
 OTHER

CO. ATTY.
FORWARDED
TO CO. ADMIN.
11/18/03 [Signature]

RECEIVED BY
COUNTY ADMIN: *RK*
11/13/03
3:30pm 5/1
COUNTY ADMIN
FORWARDED TO: *BH*
11/20/03

HANSON REAL ESTATE ADVISORS, INC.

Real Estate Valuation and Counseling

November 10, 2003

Timothy Jones, Esq.
Chief Assistant County Attorney
Lee County, Florida
Post Office Box 398
Fort Myers, FL 33902-0398

2003 NOV 10 PM 4:10
RECEIVED BY
LEE CO. ATTORNEY

Re: Proposal to Provide Consulting Services.
Project: Market Impact Study.
Topic: Pine Island Plan.
County: Lee County, Florida.

Dear Mr. Jones:

Pursuant to your request, I submit this correspondence for the purpose of providing you a proposal to provide appraisal consulting services in regards to the matter identified above.

Appraisal consulting, as defined by the Uniform Standards of Professional Appraisal Practice—2003 Edition (“USPAP”), is the development of an analysis, recommendation, or opinion to solve a problem, where an opinion of value is a component of analysis leading to the assignment results. Standards 4 and 5 of USPAP address the development and reporting of appraisal consulting assignments.

The purpose of this assignment shall be to determine what economic impacts (if any) will occur to the Pine Island market area if the Lee County Board of County Commissioners (“LCBCC”) adopt the proposed Pine Island Plan. The central focus of this analysis will be to address the property value impacts (if any) associated with the proposed change to the Future Land Use Map from Rural (one unit per acre) to Coastal Rural (one unit per ten acres).

Due to the myriad of issues associated with this assignment, I propose a project team consisting of myself (valuation and consulting expert); Ethel Hammer (land planner) with the firm of Englehardt, Hammer & Associates, Inc.; and Dr. Michael Small (statistician), a member of the faculty of Florida Gulf Coast University. Each of the team members will work under a single purchase order in favor of Hanson Real Estate Advisors, Inc. (“HREA”). HREA will submit invoices on behalf of the project team and reimburse the project team members upon receipt of payment from LCBCC.

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Timothy Jones, Esq.
November 10, 2003

In regards to costs, I propose a time and expense method of compensation with a not-to-exceed ("NTE") figure of \$75,000, including without exception all project development costs. Billing schedules for each member of the project team are attached to this proposal, with the exception of Dr. Michael Small whose hourly rate will be \$225.00/hour. In the event that additional services (i.e. presentation to LCBCC, attendance at public hearings, etc.) will be required following the completion and delivery of the appraisal consulting report, they will be invoiced separately and apart from the NTE figure provided above and at the same rates as indicated on the attachments discussed above.

In regards to time of production, I estimate that this project shall be completed and final reports delivered to you within 120 business days from the date of acceptance of this proposal.

If you have any questions concerning this proposal, or if I can be of further assistance, please contact me at your earliest convenience. Thank you for the opportunity to be of service to the Lee County Board of County Commissioners at this time.

Respectfully submitted,



Woodward S. Hanson, MAI, CRE, CCIM
President
Fl. St. Cert. Gen. REA No. 1003

W/Attachments

Accepted by: Timothy Jones, Esq. (Date)

CERTIFICATE OF APPRAISAL

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. Our analyses, opinions, and conclusions have been developed, and this report has been prepared, in compliance with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of The Appraisal Foundation, and in accordance with the appraisal-related mandates within Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA).
8. Woodward S. Hanson, MAI, CRE, CCIM, has made a personal inspection of the property that is the subject of this report.
9. No one has provided significant professional assistance to the persons signing this report other than the persons identified herein.
10. This appraisal is not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
11. We have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.
12. It is our opinion that the subject does not include any enhancement in value as a result of any natural, cultural, recreational or scientific influences retrospective or prospective.
13. We have extensive experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
14. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly-authorized representatives.
15. As of the date of this appraisal, Woodward S. Hanson, has completed the requirements of the continuing education program of the Appraisal Institute.
16. Based on the analyses and conclusions in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in this report, it is our opinion that the market value of the subject property, is:

ASSUMPTIONS AND LIMITING CONDITIONS

In conducting this appraisal, we have assumed, except as otherwise noted in our report, as follows:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property unless otherwise set forth.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are believed in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes where applicable.

Our appraisal report is subject to the following limiting conditions, except as otherwise noted in our report.

1. An appraisal is inherently subjective and represents an opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the affect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. Only the preliminary environmental impact study contained herein (see Addendum) was provided to the appraisers in conjunction with this appraisal. We relied upon the opinion expressed therein. We reserve the right to revise or rescind any of the value opinions based upon any subsequent, more complete, environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. We are not required to give testimony or to be in attendance in court or any government or other hearing with reference to the property without written contractual arrangements having been made relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters, geologic considerations, such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.
9. The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. This appraisal report shall be considered only in its entirety. No part of this appraisal report shall be utilized separately or out of context.

ASSUMPTIONS AND LIMITING CONDITIONS - continued

10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the appraisers.
11. Information, estimates and opinions contained in this report, obtained from sources outside of the office of the undersigned, are assumed to be reliable and have not been independently verified.
12. Any income and expense estimates contained in this appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
13. No assurance is provided that the methodology and/or results of the appraisal will not be successfully challenged by the Internal Revenue Service. In particular, the methodology for appraising certain types of properties, including without limitation, government subsidized housing, which has been the subject of debate.
14. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
15. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
16. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
17. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
18. The analyses contained in this report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
19. This appraisal report has been prepared for the exclusive benefit of Timothy Jones, Esq., Chief Assistant County Attorney, Lee County, Florida, Post office Box 398, Fort Myers, Florida 33902-0398. It may not be used or relied upon by any other party. All parties who use or rely upon any information in this report without our written consent, do so at their own risk.
20. No studies have been provided to us indicating the presence or absence of hazardous materials on the site or in the improvements, and our valuation is predicated upon the property being free and clear of any environment hazards.
21. We have not been provided with an estimate as to the presence and/or location of wetland vegetation areas. Wetlands generally include swamps, marshes, bogs, and similar areas. We are not qualified to detect such areas. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are as identified within the report.

Hanson Real Estate Advisors, Inc.
2233 Second Street
Fort Myers, Florida 33901-3051
(F.E.I. No. 650310337)

**Year 2003 Billing Rates
(Portal to Portal)**

A. Personnel:

- | | |
|---------------------------------------|--------------|
| • Woodward S. Hanson, MAI, CRE, CCIM: | \$200.00/Hr. |
| • Michael D. Doyle, MBA: | \$135.00/Hr. |
| • Robert A. Kump, II: | \$135.00/Hr. |
| • Timothy P. Foster: | \$125.00/Hr. |

B. Expense Charges:

- In addition to hourly rates, Hanson Real Estate Advisors, Inc. shall be reimbursed for expenditures made specifically to the project, such as automobile mileage (\$0.36/Mi.), travel expenses (hotel, meals, etc.), and office expenses (copy charges, overnight mail, purchase of maps and similar documents, etc.). These expenses will be billed at cost.

Exhibit A
Engelhardt, Hammer & Associates, Inc.
Year 2003 Rate Schedule

<i>Employee Classification</i>	<i>Hourly Rate</i>
Principal	\$175.00
Principal Planner	\$135.00
Senior Planner	\$115.00
Planner III	\$100.00
Planner II	\$90.00
Planner I	\$80.00
Principal Landscape Architect	\$135.00
Senior Landscape Architect	\$110.00
Landscape Architect III	\$100.00
Landscape Architect II	\$90.00
Landscape Architect I	\$80.00
Principal Engineer	\$155.00
Sr. Engineer	\$120.00
Engineer III	\$105.00
Engineer II	\$95.00
Engineer I	\$85.00
Sr. Site Designer (Civil or Plan)	\$95.00
Site Designer (Civil or Plan)	\$85.00
Senior Planning Technician	\$75.00
Planning Technician II	\$65.00
Planning Technician I	\$55.00
Senior Computer Operator	\$75.00
Computer Operator II	\$65.00
Computer Operator I	\$55.00
Research Assistant	\$55.00
Secretary II	\$38.00
Secretary I	\$35.00
Administrative Manager	\$55.00
<i>Expense Item</i>	<i>Cost</i>
In-House Expenses	
Photocopies	\$0.15 per copy
FAX Transmitted/Received	\$0.50 per page
Mileage	\$0.40 per mile
Graphics Plots (black ink)	\$1.00 per square foot
Graphics Plots (color)	\$2.00 per square foot
CADD Computer Time	\$10.79 per hour
Outside Expenses	
Out-of-Pocket Costs	Reimbursement Plus 15%