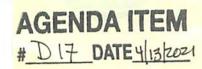
City of South Daytona

Community Development Department

1672 S. Ridgewood Avenue • South Daytona, FL 32121 • 386/322-3020 • Fax 386/322-3





MEMORANDUM

To: James L. Gillis Jr., City Manager

From: Becky Witte, Code Compliance Manager

Re: Consideration of declaring 1854 James Street as surplus land and authorizing

staff to advertise for bids.

Date: March 24, 2021

Per Florida Statute 197.53 (3), in May 2017, Volusia County conveyed the vacant parcel at 1854 James Street to the City of South Daytona (after it was acquired through delinquent taxes). The City Council has directed staff to select properties that are unnecessary for public purposes and present to council with a request to declare as surplus.

An appraisal was completed in late January 2021 with an opinion of value at \$13,000. Per Section 2-150 of the City of South Daytona Code of Ordinances, should the City Council find the property is surplus and authorize the sale, "all costs incurred by the city associated with the sale or lease of city property, including but not limited to attorney fees, appraisal costs, engineering fees, shall be paid by the purchaser or lessee, unless the city council waives this requirement."

Staff requests the City Council declare the property at 1854 James Street, South Daytona as surplus and subsequently authorize an advertisement to accept bids. The Property will be sold as is / where is with no financing contingencies accepted. Based on our recent appraisal, the minimum accepted bid would be \$13,350. The property is a vacant legal non-conforming residential lot. Community Development has determined that the property is a buildable lot. The zoning category is R1c and a new residential structure could be constructed as long as the required dimensional standards were met (minimum square footage of 1200 square feet and setbacks of front: 25, side corner: 25, side: 7.5 and rear: 25). The property is not within a flood hazard area. The property would be sold "As Is," "Where IS" and bidders are encouraged to conduct their own due diligence prior to submitting a bid. The selected bidder would provide

City of South Daytona

Community Development Department

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an escrow deposit and would also be the responsible for all associated costs including but not limited to closing costs, filing fees and attorney fees. Bids would return to Council for final authorization with a Resolution to authorize the sale of 1854 James Street. As always, the City Council reserves the right to reject any or all bids received.

RESOLUTION 2021-10

A RESOLUTION DECLARING THE VACANT PROPERTY LOCATED AT 1854 JAMES STREET AS SURPLUS AND AUTHORIZING STAFF TO SOLICIT FORMAL BIDS FROM BUYERS TO FACILITATE ITS SALE; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in May 2017, Volusia County conveyed the land at 1854 James Street, South Daytona per Florida Statute 197.53 (3), and;

WHEREAS, the property at 1854 James Street, South Daytona is no longer necessary, useful or suitable for municipal purposes; and

WHEREAS, an appraisal was completed in late January 2021 with an opinion of value at \$13,000.00, and;

WHEREAS, per Section 2-150 of the City of South Daytona Code of Ordinances, should the City Council find the property is surplus and authorize the sale, "all costs incurred by the city associated with the sale or lease of city property, including but not limited to attorney fees, appraisal costs, engineering fees, shall be paid by the purchaser or lessee, unless the city council waives this requirement," and;

WHEREAS, the City Council authorizes staff to solicit formal bids from buyers to facilitate its sale.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH DAYTONA, FLORIDA:

SECTION 1: The City Council of the City of South Daytona hereby

- (1) determines the land described as 1854 James Street, South Daytona to be unnecessary for its public purposes;
- (2) the governing body has determined that disposal of said land is in the best interest of the public; and
- (3) authorizing staff to solicit formal bids from buyers to facilitate its sale (with minimum bid of \$13,350).

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all resolutions made in conflict with this Resolution are hereby repealed.

SECTION 4. Effective Date. This resolution shall take effect immediately upon its passage and adoption.

THIS RESOLUTION APPROVED ON FIRST AND ONLY READING this 13th day of April 2021 by the City Council of the City of South Daytona, Florida.

	CITY OF SOUTH DAYTONA, FLORIDA
	William C. Hall, Mayor
ATTEST: James L. Gillis Jr, City Manager	_
APPROVED AS TO FORM AND LEGALITY:	
Wade Vose, City Attorney	



INVITATION TO BID BID NO. 2021-XX SALE OF CITY- OWNED SURPLUS PROPERTY LOCATION: 1854 JAMES STREET SOUTH DAYTONA, FL 32119

BIDS ARE DUE NO LATER THAN May 18, 2020 at 2:00 PM (Local Time)

to

South Daytona City Hall, City Manager's Office 1672 S. Ridgewood Avenue South Daytona, Florida 32119

THE RESPONSIBILITY FOR SUBMITTING A BID WITH THE CITY OF SOUTH DAYTONA ON OR BEFORE THE STATED TIME AND DATE WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER. THE CITY WILL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY THE UNITED STATES MAIL DELIVERY OR CAUSED BY ANY OTHER OCCURRENCE.

THE CITY OF SOUTH DAYTONA IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE BASED ON AGE, GENDER, RACE OR DISABILITY.

COPIES OF ALL OFFICIAL CITY DOCUMENTS CAN BE OBTAINED AT THE OFFICE OF DEPUTY CITY CLERK

1.0 DEFINITIONS:

The following words and expressions used in this solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Buyer" or "Grantee" to mean the Bidder that receives any award of a bid from the City as a result of this Solicitation.
- b) The word "City" to mean the City of South Daytona, a political subdivision of the State of Florida.
- c) The words "Proposer", "Submitter", "Bidder" or "Respondent" to mean the person, firm, entity or organization submitting a response to this invitation for bids.
- d) The words "Solicitation" or "Bid Request" shall mean this Invitation to Bid (ITB), and all associated addenda and attachments.

REQUEST FOR BIDS OVERVIEW AND BID PROCEDURES

1.1 INTRODUCTION / PROPERTY DESCRIPTION:

The City of South Daytona is requesting bids via sealed bid auction from one or more individual(s), group(s), company(ies) or any other entity(ies) legally capable of holding title to real estate, hereinafter referred to as the Bidder(s), to purchase, "AS-IS", "WHERE IS", the following property:

Parcel Number	Address	Lot Size	Minimum Bid Amount
532801080130	1854 James Street South Daytona, Florida 32119	7,500 Sq Ft	\$13,350.00

Property Description: Vacant legal non-conforming residential lot. Community Development has determined that the property is a buildable lot. Zoning category is R1. A new residential structure could be constructed as long as the required dimensional standards are met (minimum square footage of 1200 square feet and setbacks of front: 25, side corner: 25, side: 7.5 and rear: 25). The property is not within a flood hazard area. The property is being sold "As Is," "Where IS" and bidders are encouraged to conduct their own due diligence prior to submitting a bid.

The property information in this Bid Solicitation is believed to be correct, but is not warranted in any manner. Bidders should verify factual items they deem relevant prior to bidding.

1.2 BID TIMETABLE:

The anticipated schedule for this Bid is as follows:

Bid Request available for distribution: April 19, 2021

Pre-Bid Conference: No pre-bid conference will be held.

Deadline for receipt of questions: Tuesday, May 4, 2021 at 4:30 PM

Deadline for receipt of bids: Tuesday, May 18, 2021 at 2:00 PM

(Local Time) at City Manager's Office, City Hall.,

located at 1672 S. Ridgewood Avenue, South

Daytona, Florida,

Bid Opening Date: Immediately after deadline for receipt of bids.

Closing Date: Within sixty (60) calendar days of the

Bid Opening Date.

1.3 BID SOLICITATION AVAILABILITY:

This solicitation package may be downloaded from the City's web site at www.southdaytona.org at no cost. To request the bid package through the United States Postal Service, mail your request to the City Manager's office, City Hall, PO Box 214960, South Daytona, Florida 32121 with the following information: the bid No., the name of the prospective bidder, complete address to be mailed to, and telephone and fax numbers.

Bidders who obtain copies of this Solicitation from sources other than as explained above <u>risk the</u> <u>potential of not receiving addenda</u>. Such Bidders are solely responsible for those risks (see Section 1.8)

1.4 BID SUBMISSION:

All bids must be submitted, in duplicate, on the attached Bid Form A-1. The bid must identify the bidder, state the bid price, and identify the parcel which is being sold. No "subject to" contingencies may be added to any bid. The bid for the property must be in a sealed envelope, state on the outside the Bidder's name, address, telephone number, the property location, and Bid Due Date. Please deliver the sealed envelope to:

City of South Daytona City Manager's Office, City Hall 1672 S. Ridgewood Avenue South Daytona, Florida 32119

Hand-carried bids may be delivered to the above address **ONLY** between the hours of 8:30 a.m. and 4:30 p.m., Mondays through Fridays, excluding holidays observed by the City. Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. The bid must be signed by the Bidder, or a party who is legally authorized to submit the bid, and must have attached the completed forms as specified herein. The submittal of a bid by a Bidder will be considered by the City as constituting an offer by the Bidder to purchase the property specified at the stated price.

1.5 PRE-BID CONFERENCE:

A pre-bid conference will not be held for this bid. Prospective Bidders are encouraged to submit any questions in writing to the bid contact person (see Section 1.6) in advance of the deadline for receipt of questions (see Section 1.8). To ensure the receipt of answers to all questions received, prospective bidders should register with the bid contact person.

1.6 EXPARTE COMMUNICATIONS:

Please note that to insure the proper and fair evaluation of a submittal, the City prohibits exparte communication (i.e., unsolicited) initiated by the Respondent to the City Official or Employee evaluating or considering the submittals prior to the time a proposal decision has been made. Communication between Respondent and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Exparte communication may be grounds for disqualifying the offending Respondent from consideration or award of the proposal then in evaluation or any future proposal.

The bid contact person for this Bid is Becky Witte, Phone: 386-322-3019, Email: bwitte@southdaytona,org. Explanations desired by Bidder(s) regarding the meaning or interpretation of this Bid and questions regarding the property must be requested in writing by e-mail to (bwitte@southdaytona.org). Please include a reference to the bid number and the address of the property that the inquiry pertains to. Replies to all questions will be sent via email to all parties that have registered with the bid contact person.

1.7 EXAMINATION OF PROPERTIES:

Potential bidders may arrange for contractors, consultants, architects and others they deem necessary to inspect the property. Bidders are inspecting the property at their own risk, and they are fully responsible and liable for their personnel, investors, inspectors, guests and invitees of all types while at the property. Bidders agree to accept this liability at all times during any property inspection. Inspections are recommended but not mandatory.

1.8 ADDITIONAL INFORMATION/ADDENDA:

Questions or clarifications must be made in writing and received as specified in Section 1.6 no later than the deadline for receipt of questions specified in the Bid Timetable (see Section 1.2). The request must contain the Bid number, Bidder's name, address, phone number, e-mail and/or facsimile number, plus the desired method of reply.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date to registered bidders. Bidders should not rely on any representations, statements or explanations other than those made in this Bid or in any written addendum to this Bid. Where there appears to be a conflict between the Bid and any addenda issued, the last addendum issued shall prevail.

It is the Bidder's responsibility to assure receipt of all addenda. The Bidder should verify with the designated contact person prior to submitting a bid that all addenda have been received. Bidders are required to acknowledge the number of addenda received as part of their bid, or waive this requirement as part of their bid.

Proposers who obtain copies of this Bid Solicitation from sources other than the City's website <u>risk the potential of not receiving addenda</u>. Such bidders are solely responsible for those risks.

1.9 MODIFIED BIDS:

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the Bid Due Date. Only the latest version of the bid will be considered.

1.10 WITHDRAWAL OF BIDS:

Bids shall be irrevocable until the bid is awarded, unless the bid is withdrawn. A bid may be withdrawn in writing only, if addressed to and received by the City contact person (see Section 1.6) for this bid, prior to the bid Due Date. Any request to withdraw a bid must be mailed "CERTIFIED MAIL". After the Bid Opening, bids may be withdrawn only if closing has not occurred within 180 days of Bid Opening, bidder is not in default, and bidder has not filed a bid protest, except as noted in Section 2.6.

1.11 LATE BIDS, LATE MODIFICATIONS AND LATE WITHDRAWALS:

Proposals received after the bid Due Date are late and will not be considered. Modifications received after the bid Due Date are also late and will not be considered. Letters of withdrawal received either after the bid Due Date or after contract award, whichever is applicable, are late and will not be considered.

1.12 BID POSTPONEMENT/CANCELLATION:

The City may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The City may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

1.13 COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

1.14 BUSINESS ENTITY REGISTRATION:

It is the responsibility of the bidder to update information concerning any changes, such as new address, telephone number, etc.

1.15 ORAL PRESENTATIONS:

The City does not anticipate that oral presentations will be required of bidders.

1.16 EXCEPTION TO THE BID:

Bidders may not take exceptions to any of the terms of this Bid. Should a Bidder take exception, the bid will be rejected as non-responsive.

1.17 PROPRIETARY/CONFIDENTIAL INFORMATION:

Bidders are hereby notified that all information submitted as part of bids will be available for public inspection after opening of bids, in compliance with Chapter 286, Florida Statutes, popularly known as the "Public Records Law." All questions, correspondence and bids will become public records when submitted.

1.18 BID RANKING/AWARD:

The City shall award bids on the basis of the highest responsive bid received.

1.19 RULES, REGULATIONS AND LICENSING REQUIREMENTS:

The Bidder shall comply with all laws, ordinances and regulations applicable, especially those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the bid, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

1.20 REVIEW OF BIDS FOR RESPONSIVENESS:

The bid will be reviewed to determine if the bid is responsive to the submission requirements outlined in this Bid Solicitation. A responsive bid is one which follows the requirements of the Bid Solicitation, includes all documentation, is submitted in the format outlined in the Bid Solicitation, is of timely submission, and has the appropriate signatures as required. Failure to comply with these requirements may deem a bid non-responsive.

1.21 INDEMNIFICATION AGREEMENT

The Respondent agrees to indemnify and hold harmless the City in complete accordance with the attached requirements. This agreement shall be signed, notarized and returned with the qualification package. Failure to provide the Hold Harmless Indemnification Agreement may be cause for disqualification as nonresponsive to the qualifications requirements.

1.22 PUBLIC ENTITY CRIMES:

All invitations to bid, as defined by Section 287.012 (11), Florida Statutes, requests for proposals, as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.028, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes which reads as follows:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

1.23 CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION:

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of South Daytona. Further, all respondents must disclose the name of any City South Daytona employee who owns, directly or indirectly, an interest of five percent (5%) or more of the respondent's firm or any of its branches.

The respondent shall certify that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the bid and that the respondent is not financially interested in, or otherwise affiliated in a business way with any other respondent on the same land or improvements.

1.24 RECAP OF BID SUBMISSION REQUIREMENTS:

The following is a recap of the minimum bid submission requirements. Other items may be required, depending on circumstances, as explained in this solicitation.

- a. Bid Submission Envelope (Section 1.4)
- b. Bid Form A-1
- c. Contract (Form A-2)

2.1 BID AMOUNTS:

The property will <u>not</u> be sold for less than the minimum bid amount referenced in section 1.1. The bids shall not be for portions of a property or individual lots. The City reserves the right to reject all bids and re-advertise for new bids.

2.2 BID TERMS:

- Bids must be received in the form specified
- An Escrow Deposit will be required by the highest responsive bid received.
- All sales are as-is, where, and no financing terms are offered.
- All closing costs, filing fees, attorney fees, etc will be at the cost of the bidder.
- This bid solicitation, the accepted bid and bid award shall constitute the entire agreement, if any, between the parties.
- <u>Bidders should investigate all matters prior to submitting bids, physical condition of the property, building code regulations and all other matters of concern to bidders.</u>

Conveyance to the successful bidder shall be in the name submitted in the bid. Bids may not be assigned. The purchaser shall pay all documentary and surtaxes, and all recording fees.

2.3 REAL ESTATE BROKERS:

The City will not to employ or compensate real estate brokers. Bidders may employ and compensate brokers.

2.4 TITLE:

A Deed will be issued at closing. Potential bidders are encouraged to conduct their own due diligence prior to submitting a bid.

2.5 CLOSING:

The closing shall take place in 30 days or otherwise agreed to by the parties. If the bidder is obtaining mortgage financing, the City will cooperate with the intended mortgagee as to the timing and location of the closing. However, the sale is **not subject** to the successful bidder obtaining financing.

2.6 EVALUATION AND AWARD OF BIDS:

Following the opening of the bid packages, the bids will be recorded and reviewed for compliance with the bid terms. Any minor deviation from the bid terms may be waived by the City Manager or designee. The highest responsive bid for each property, where the bid exceeds the minimum bid, will be recommended for the bid award.



Property Being Bid On:

Location: 1854 James Street, South Daytona, Florida

Bidder (fill in exact name for de	ed):
Address of Bidder (for mail)	(Street address or PO Box)
	(City, State, Zip code)
BID AMOUNT:	(must be \$13,350.00 or more)
SIGNATURE OF BIDDER (r	required)
Print name of person signing ab	Title of person signing above

Deed will be in the exact name as submitted, if this bid is accepted. The balance of the bid amount (bid amount less deposits) will be paid at closing. Bidder acknowledges acceptance of all terms and conditions stated in Invitation to Bid (BID NO. 2021-XX)

Sealed Bid envelopes, containing bid and deposit, have to be delivered by the bidding deadline to:

City of South Daytona City Hall City Manager's Office 1672 S. Ridgewood Avenue South Daytona, Florida 32119

Bid Form A-2 - Contract



Buckley Appraisal, Inc. 6480 Cypress Springs Parkway Port Orange, FL 32128 (386) 767-2293

01/31/2021

City of South Daytona ATTN: Patty Rippey, 1672 S. Ridgewood Avenue South Daytona, FL 32119

Re: Property: 1854 James St

South Daytona, FL 32119

Borrower: N/A File No.: 2012031

Opinion of Value: \$ 13,000 Effective Date: 01/12/2021

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,

Neil A. Buckley, SRA, CRS, GRI

SRA, CRS, GRI

License or Certification #: Cert Res RD490 State: FL Expires: 11/30/2022

nlbuckley@mindspring.com

APPRAISAL OF REAL PROPERTY



LOCATED AT

1854 James St South Daytona, FL 32119 The N 1/2 of Lots 13 & 14, Block 8, Alto Pino, MB 7, pg. 121, MB 21, pgs. 118-119

FOR

City of South Daytona ATTN: Patty Rippey, 1672 S. Ridgewood Avenue South Daytona, FL 32119

OPINION OF VALUE

\$13,000

AS OF

01/12/2021

BY

Neil A. Buckley, SRA, CRS, GRI Buckley Appraisal, Inc. 6480 Cypress Springs Parkway Port Orange, FL 32128 (386) 767-2293 nlbuckley@mindspring.com

1854 JAMES ST LAND APPRAISAL REPORT File No. 2012031 Borrower Census Tract 0824.04 Map Reference 28-15-33 N/A Property Address 1854 James St City South Daytona County Volusia State FL Zip Code 32119 Legal Description The N 1/2 of Lots 13 & 14, Block 8, Alto Pino, MB 7, pg. 121, MB 21, pgs. 118-119 yrs. Property Rights Appraised X Fee Leasehold De Minimis PUD Sale Price \$ N/A Date of Sale N/A Loan Term N/A (yr) Loan charges to be paid by seller \$ N/A Actual Real Estate Taxes \$ 0 Other sales concessions N/A Lender/Client City of South Daytona Address ATTN: Patty Rippey, 1672 S. Ridgewood Avenue, South Daytona Occupant Vacant Appraiser Neil A. Buckley, SRA, CRS, C Instructions to Appraiser Produce an Opinion of Market Value. X Urban Location Suburban Rural Avg. Poor Good Built Up X Over 75% 25% to 75% Under 25% **Employment Stability** Growth Rate Fully Dev. Rapid X Steady Slow Convenience to Employment X Stable Property Values Increasing Declining Convenience to Shopping Demand/Supply X Shortage In Balance Oversupply Convenience to Schools Marketing Time X Under 3 Mos. 4-6 Mas. Over 6 Mos. Adequacy of Public Transportation Present 80 % One-Unit 5 % 2-4 Unit 5 % Apts. 5 % Condo 5 % Commercial Recreational Facilities Land Use % Industrial % Vacant Adequacy of Utilities Likely (*) Taking Place (*) Change in Present X Not Likely Property Compatibility Land Use (*) From To Protection from Detrimental Conditions Predominant Occupancy X Owner Tenant 0-5 % Vacant 93,000 to \$ 277,000 Predominant Value \$ 185,000 One-Unit Price Range General Appearance of Properties O yrs. to 70 yrs. Predominant Age One-Unit Age Range 50 yrs. Appeal to Market Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) Subject neighborhood is located north of Big Tree Road, south of Beville Road, east of S. Nova Road and west of S. Ridgewood Avenue (U.S. Hwy 1). Most essential support services are located within reasonable proximity. Dimensions 62.50 x 120.00 7,500 sf X Corner Lot Zoning Classification R-1C, Single family residential 7500 sf Present Improvements Do X Do Not Conform to Zoning Regulations Highest and Best Use Present Use X Other (specify) Improved with a single-family dwelling (See Comments below) OFF SITE IMPROVEMENTS Public Topo Generally level Street Access X Public Elec. X Private Size Typical for area Gas Surface Asphalt Shape Rectangular X Water Maintenance Private View Residential Curb/Gutter San. Sewer X X Storm Sewer Drainage Appears Adequate Underground Elect. & Tel. ★ Sidewalk X Street Lights Is the property located in a FEMA Special Flood Hazard Area? X No Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) No adverse conditions known or observed although no survey was provided and should be consulted. Flood Zone X per FEMA map panel #12127C0367J, dated 09/29/2017 Site may require fill prior to construction. Sidewalk on north side of site, pole mounted street lights. Current zoning requires a minimum width of 75 feet. Therefore, the lot does not meet current zoning requirements and in order to be improved a variance would have to be obtained. The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject, if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject. SUBJECT PROPERTY ITEM COMPARABLE NO. 1 COMPARABLE NO. 2 COMPARABLE NO. 3 Address 1854 James St Colfax Dr 729 Katherine St South Daytona, FL 32119 South Daytona, FL 32119 South Daytona, FL 32119 Proximity to Subject 0.74 miles SE 0.31 miles SW Sales Price 20.000 32.000 Price \$/Sq. Ft. S \$ 1.74 Data Source(s) Property Data Records/MLS Inspection Property Data Records/MLS ITEM DESCRIPTION DESCRIPTION +(-)\$ Adjust. DESCRIPTION DESCRIPTION +(-)\$ Adjust. + (-)\$ Adjust. Date of Sale/Time Adj. N/A 02/21/2020 06/24/2019 Location Urban Urban Urban SiteView Size 7,500 sf 10.811 sf -6,000 18,428 sf -19.700 View Residential Residential Residential Parcel ID 5328-01-08-0130 5328-04-09-0230 5329-01-03-0020 Sales or Financino N/A Cash Cash Concessions N/A None known None known Net Adi. (Total) -6.000 -19,700 \$ Indicated Value of Subject 14.000 Sales of vacant sites within the city of South Daytona market were extremely limited. Therefore, only two comparables sales were utilized. Both comparables were weighted equally. Comparable #1 was part of a transfer with another parcel improved with a single family dwelling. No other conditions other than stated on the attached Statement of Limiting Conditions. A search of the Comments and Conditions of Appraisal Public Records indicates no sales or transfers of the subject during the three years prior to the effective date of this appraisal and no sales or transfers of the comparables during the year prior to the dates of the sales of the comparables listed in the Sales Comparison Grid of this report. Final Reconciliation The sales comparison approach was considered to be the only applicable approach to value due to the nature of the subject. I (WE) ESTIMATE THE MARKET THE SUBJECT PROPERTY AS OF TO BE S 01/12/2021 13.000 Appraiser Neil A. Buckley, SRA, CRS, GRI Supervisory Appraiser (if applicable) Date of Signature and Report 01/31/2021 Date of Signature Title SRA, CRS, GRI Title State Certification # Cert Res RD490 ST FI State Certification # ST Or State License # Or State License # ST

11/30/2022

Expiration Date of State Certification or License

Expiration Date of State Certification or License

Date of Inspection (if applicable)

Supplemental Addendum

		- Cappiononiai Maaciidani	110 110. 20 1203 1
Borrower	N/A		
Property Address	1854 James St		
City	South Daytona	County Votusia	State FL Zip Code 32119
Client	City of South Daytona	-	

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SCOPE OF WORK:

The visual property observation consisted of a ground level walk around on the site at approximately 12:00 PM on 01/12/2021. Research for the comparable sales data considered in this appraisal assignment focused on the Daytona Beach Area Association of REALTORS Multiple Listing Service (MLS) which is considered to be the most comprehensive source of open market housing information in the area. Additionally, constant investigation of non-MLS transactions as they may be available from published sources or through conversations with other real estate professionals, friends or acquaintances is used as a data source. The information developed was further verified through county records, if necessary. Parties to the specific real estate transactions identified as comparable sales in this appraisal were not contacted unless additional clarification was required to clearly understand the comparable property or circumstances surrounding the sale.

PURPOSE AND INTENDED USE OF THE REPORT:

The Intended User of this appraisal report is the Lender/Client. The Intended Use is to evaluate the property that is the subject of this appraisal for asset management purposes, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users or Intended Uses are identified by the appraiser. This report contains sufficient information to enable the lender/client to understand the report. Any other party receiving a copy of this report for any reason is not an Intended User; nor does receiving a copy of this report result in an appraiser-client relationship. Use of this report by any other party(ies) is not intended by the appraiser.

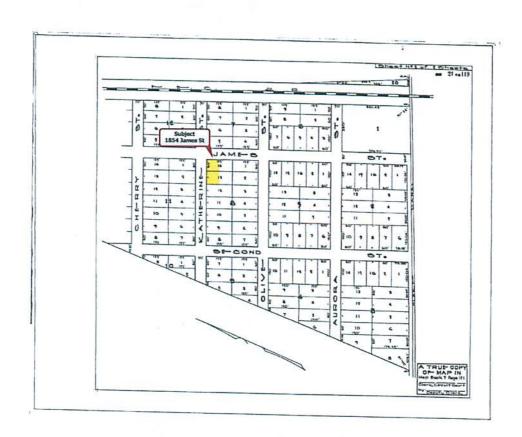
SOURCE OF DEFINITION OF MARKET VALUE:

The source for the definition of market value as contained in this report was obtained from the Federal Register, Part VI, Interagency Appraisal and Evaluation Guidelines, Volume 75, No. 237/Friday, December 10, 2010/Notices/pg. 77472.

Borrower	N/A	File No. 2012031
Property Address	1854 James St	
City	South Daytona Cour City of South Daytona	nty Volusia State FL Zip Code 32119
APPRAI	SAL AND REPORT IDENTIFICATION	N
This Report	t is one of the following types:	
X Apprais	al Report (A written report prepared under Standards Ru	ule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)
Restrict Apprais	ed (A written report prepared under Standards Ru al Report restricted to the stated intended use by the spe	
	nts on Standards Rule 2-3	
	the best of my knowledge and belief: its of fact contained in this report are true and correct.	
		d assumptions and limiting conditions and are my personal, impartial, and unbiased professional
	ons, and conclusions.	
		arty that is the subject of this report and no personal interest with respect to the parties involved. any other capacity, regarding the property that is the subject of this report within the three-year
period immedia	tely preceding acceptance of this assignment.	25 A 60 5 25 V 1 6 P P P P P P P P P P P P P P P P P P
	s with respect to the property that is the subject of this report or the ent in this assignment was not contingent upon developing or repor	
0.000	그럼 그렇게 그렇게 그렇게 그게 그렇게 가게 가지를 어떻게 되었다. 그리다 그래요	relopment or reporting of a predetermined value or direction in value that favors the cause of the
client, the amou	unt of the value opinion, the attainment of a stipulated result, or the o	occurrence of a subsequent event directly related to the intended use of this appraisal.
	opinions, and conclusions were developed, and this report has bee it the time this report was prepared.	en prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that
	vise indicated, I have made a personal inspection of the property th	nat is the subject of this report.
- Unless otherw	vise indicated, no one provided significant real property appraisal as	ssistance to the person(s) signing this certification (if there are exceptions, the name of each
individual provid	ding significant real property appraisal assistance is stated elsewher	re in this report).
Doggons	able Evneeure Time	
	able Exposure Time (USPAP defines Expo	osure Time as the estimated length of time that the property interest being consummation of a sale at market value on the effective date of the appraisal.)
My Opinion	of Reasonable Exposure Time for the subject property a	at the market value stated in this report is: 0-3 months
		5-5 Horiuis
ADDITIO	ONAL CERTIFICATION	
The repo	orted analyses, opinions and conclusions were d	developed and this report has been prepared in conformity with the
Code of Pr	rofessional Ethics & Standards of Professional F	Practice of the Appraisal Institute and in compliance with the laws
governing	certified appraisers in the State of Florida.	
The use	of this report is subject to the requirements of the	ne Appraisal Institute relating to review by its duly authorized
representa	tives and by the duly authorized representatives	s of the Florida Real Estate Appraisal Board.
As of the	a date of this report I Neil A Buckley have con	ppleted the continuing education program for Designated Members of
the Apprais	sal Institute.	ipleted the continuing education program for Designated Members of
	(P. A.	
energine en like ver		
APPRAISER	t:	SUPERVISORY or CO-APPRAISER (if applicable):
	1-001	
	1146	
Signature: Name: Neil A	A. Buckley, SRA, CRS, GRI	Signature: Name:
	CRS, GRI	nanc.
State Certificatio	on #: Cert Res RD490	State Certification #:
or State License		or State License #:
State: FL Date of Signature	Expiration Date of Certification or License: 11/30/2022 e and Report: 01/31/2021	State: Expiration Date of Certification or License: Date of Signature:
Effective Date of		
Inspection of Sul		
vale of inspectio	on (if applicable): 01/12/2021	Date of Inspection (if applicable):

Plat Map

Borrower	N/A						
Property Address	1854 James St						
City	South Daytona	County	Volusia	State	FL	Zip Code	32119
Client	City of South Daytona						



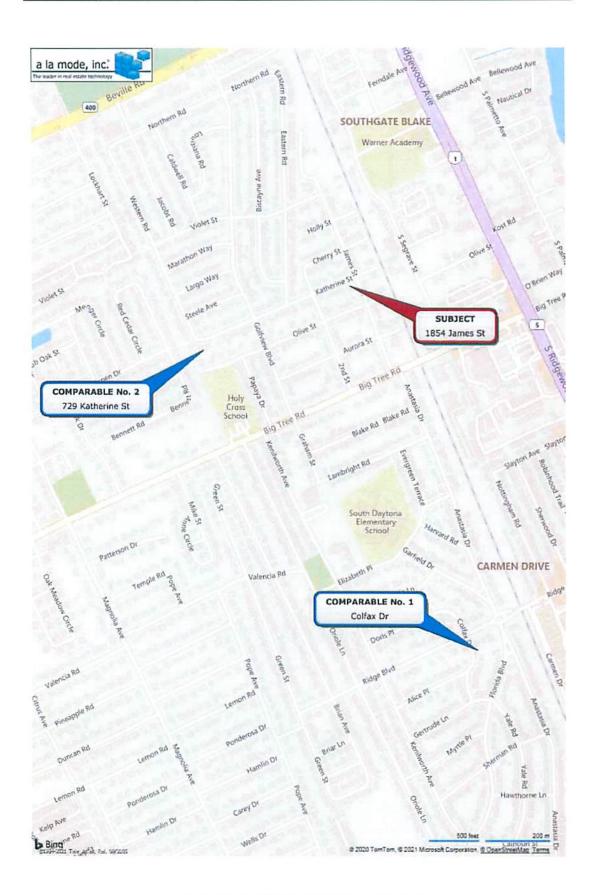
Aerial Map

Borrower	N/A					
Property Address	1854 James St					
City	South Daytona	County	Volusia	State FL	Zip Code	32119
Client	City of South Daytona					



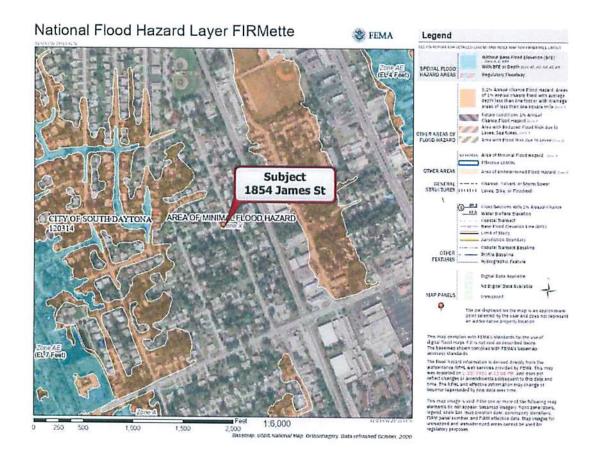
Location Map

Borrower	N/A						
Property Address	1854 James St						
City	South Daytona	County	Volusia	State	FL	Zip Code	32119
lient	City of South Daytona						



Flood Map

Borrower	N/A						
Property Address	1854 James St						
City	South Daytona	County	Volusia	State	FL	Zip Code	32119
Client	City of South Daytona						



Subject Photograph Addendum

Borrower	N/A						
Property Address	1854 James St						
City	South Daytona	County	Volusia	State	FL	Zip Code	32119
Client	City of South Daytona		- 627-07007-2				509001101400





FRONT FRONT





STREET - LOOKING NORTH

STREET - LOOKING SOUTH





STREET - LOOKING WEST

STREET SIGNS

Comparable Photo Page - Aerial View

Borrower	N/A				
Property Address	1854 James St				
Crty	South Daytona	County Volusia	State FL	Zip Code 32119	
Client	City of South Daytona				



Comparable 1

Cotfax Dr Prox. to Subject

0.74 miles SE 20,000

Sale Price Gross Living Area

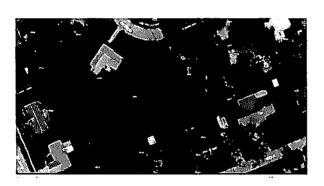
a

Total Rooms Total Bedrooms

Total Bathrooms Location

cation Urban

View Site Quality Age



Comparable 2

729 Katherine St

Prox. to Subject 0.31 miles SW

Sale Price 32,000

Gross Living Area

Total Rooms Total Bedrooms

Total Bathrooms

Location Urban

View Site Quality Age **DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it.
 The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
- 3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- 4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- 5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
- 6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- 7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be retiable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- 8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
- The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
- 10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The appraiser certifies and agrees that:

- 1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
- 2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
- 3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
- 4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
- I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
- 6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
- 7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
- 8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
- 9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 1854 James St, South	Daytona, FL 32119
APPRAISER:	SUPERVISORY APPRAISER (only if required):
Signature: Name: Neil A. Buckley, SRA, CRS, GRI Date Signed: 01/31/2021 State Certification #: Cert Res RD490 or State License #: State: FL	Signature: Name: Date Signed: State Certification #: or State License #: State:
Expiration Date of Certification or License: 11/30/2022	Expiration Date of Certification or License: Did Did Not Inspect Property



BUCKLEY APPRAISAL, INC.

QUALIFICATIONS OF THE APPRAISER

Neil A. Buckley, SRA, CRS, GRI State-Certified Residential Real Estate Appraiser RD490

EDUCATION

Appraisal Institute Courses
Real Estate Appraisal Principles
Residential Valuation
Basic Valuation Procedures
Capitalization Theory & Techniques, Part A
Capitalization Theory & Techniques, Part B
Standards of Professional Practice
The Appraiser as an Expert Witness
Real Estate Finance, Statistics and Valuation Modeling
Numerous Continuing Education seminars

University of Wisconsin Real Estate Law

Chicago City College
Accounting and Taxation

PROFESSIONAL AFFILIATIONS AND DESIGNATIONS

SRA – Senior Residential Appraiser, Appraisal Institute CRS – Certified Residential Specialist, National Association of REALTORS GRI – Gradunte, REALTORS Institute Registered Real Estate Broker, State of Florida

APPRAISAL EXPERIENCE

Real Estate Salesperson, Broker, Independent Fee Appraiser,
Sheboygan County, Wisconsin, 1977 to 1985
Residential Review Appraiser, Security First Federal Savings & Loan
Association, 1985 to 1992
Vice President of Atlantic Appraisal Corp., 1992 to 1994
President/Owner of Buckley Appraisal & Real Estate Services now known as
Buckley Appraisal, Inc., January, 1995 to Present
HUD Approved Appraiser
Qualified us an expert witness in the Circuit Court, Seventh Judicial Circuit,
in and for Volusia and Flugler Counties, Florida

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