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September 4, 2014

Diane Page, Procurement Supervisor
Business and Support Services (Procurement)
601 East Kennedy Boulevard, 18th Floor
PO Box 1110
Tampa, Florida 33602

Re: RFP NO: RFP-C-0211-0-2014/DP

Dear Ms. Page:

I am pleased to submit this proposal on behalf of Shagbark Properties, for the proposed development of the 13.4 acre New Tampa Community Park Site, on Bruce B Downs, in Tampa, Florida.

Our team has been working diligently these past several months to better understand the needs of the New Tampa community and of the County. We have actively engaged with various stakeholder groups, and in doing so, identified specific community organizations that have expressed interest in leading, or being part of the development of the subject 13.4 acre New Tampa Community Park Site. We respectfully submit our proposal, an integral component of which is the development of a 5,000 square foot theater / cultural center / multi-purpose community center, the first phase of what can be a larger 30,000 square foot facility. Ultimately, it is the goal of Shagbark Properties and its partners to create a park with amenities that evoke a feeling of place and community that the New Tampa residents will embrace.

The Shagbark team, which includes ASD Architecture, Campo Engineering, and Suffolk Construction, is qualified, capable, and motivated to bring extraordinary value to Hillsborough County and the new Tampa Community. Our team calls Hillsborough County, its home. We are active and experienced in local real estate development, rezoning, and master plan approvals, both within the County and City.

We look forward to working with the Hillsborough County and local New Tampa community on this exciting project.

Sincerely,
Shagbark Properties, LLC

Michael J Leeds
Manager

ADDENDUM NUMBER ONE
HILLSBOROUGH COUNTY DEPARTMENT OF PROCUREMENT SERVICES
P.O. BOX 1110
TAMPA, FLORIDA 33601

DATE: July 3, 2014

TO PROPOSER: This Addendum is an integral part of the proposal package under consideration by you as a Proposer in connection with the subject matter herein identified below. Hillsborough County deems all proposals to have been proffered in recognition and consideration of the entire proposal package - **including all issued addenda**. For purposes of clarification, receipt of this present Addendum by a **Proposer should be evidenced by returning it (signed) as part of the Proposer's sealed proposal.**

If the Proposal has already been received by Hillsborough County Department of Procurement Services, Proposer should return this ADDENDUM in a separate sealed envelope which is clearly marked with the **PROPOSAL TITLE, PROPOSAL NUMBER AND OPENING DATE AND TIME,** stated as follows:

PROPOSAL NUMBER: RFP-C-0211-0-2014/DP

PROPOSAL TITLE: P3 Development of New Tampa Community Park

PROPOSAL OPENING DATE AND TIME: August 15, 2014 at 2:00 P.M.

PLACE: Department of Procurement Services, 601 E. Kennedy Blvd., 18th Floor, Tampa, FL 33602.

THE INFORMATION INCLUDED HEREIN IS HEREBY INCORPORATED INTO THE CONTRACT DOCUMENTS OF THIS PRESENT REQUEST FOR PROPOSALS MATTER AND SUPERSEDES ANY CONFLICTING CONTRACT DOCUMENTS OR PORTION THEREOF PREVIOUSLY ISSUED:

REASON FOR ISSUANCE OF THIS ADDENDUM:

1. Information on Pre-Proposal Conference is changed as follows:

   a) Two Pre-Proposal Conferences/Site Visits will be held. The dates and times are: **July 15, 2014** at 10.30 A.M. (Time Revised) and **July 21, 2014** at 10.30 A.M. The site visits will follow immediately after the meetings.

   b) Attendance is changed from non-mandatory to mandatory. Attendance at one of the Pre-proposal meetings and Site Visits is required. Failure of a Proposer to attend one of each will cause its Proposal to be non-responsive.

   c) Both mandatory Pre-Proposal Conferences will be held at the New Tampa Regional Library located at 10001 Cross Creek Boulevard Tampa FL 33647. Proposers must make arrangements to go to the Project site after the meeting.

Receipt of this Addendum is hereby acknowledged by the undersigned Proposer.

[signature]	8-28-14
AUTHORIZED SIGNATURE (Proposer)	DATE
Mary A, 813-766-7018	Skeyhawk Properties, LLC
TITLE OF PERSON SIGNING ABOVE & TELEPHONE	NAME OF COMPANY

ADDENDUM NUMBER TWO
HILLSBOROUGH COUNTY DEPARTMENT OF PROCUREMENT SERVICES
P.O. BOX 1110
TAMPA, FLORIDA 33601

DATE: July 8, 2014

TO PROPOSER: This Addendum is an integral part of the proposal package under consideration by you as a Proposer in connection with the subject matter herein identified below. Hillsborough County deems all proposals to have been proffered in recognition and consideration of the entire proposal package - **including all issued addenda**. For purposes of clarification, receipt of this present Addendum by a **Proposer should be evidenced by returning it (signed) as part of the Proposer's sealed proposal.**

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PROPOSAL NUMBER: RFP-C-0211-0-2014/DP

PROPOSAL TITLE: P3 Development of New Tampa Community Park

PROPOSAL OPENING DATE AND TIME: August 15, 2014 at 2:00 P.M.

PLACE: Department of Procurement Services, 601 E. Kennedy Blvd., 18th Floor, Tampa, FL 33602.

THE INFORMATION INCLUDED HEREIN IS HEREBY INCORPORATED INTO THE CONTRACT DOCUMENTS OF THIS PRESENT REQUEST FOR PROPOSALS MATTER AND SUPERSEDES ANY CONFLICTING CONTRACT DOCUMENTS OR PORTION THEREOF PREVIOUSLY ISSUED:

REASON FOR ISSUANCE OF THIS ADDENDUM:

1. To respond to questions, provide clarifications and make revisions per the attached pages.

Receipt of this Addendum is hereby acknowledged by the undersigned Proposer.

[illegible]	8-28-14
AUTHORIZED SIGNATURE (Proposer)	DATE
Manager, 813-706-2018	Stuebner Properties, LLC
TITLE OF PERSON SIGNING ABOVE & TELEPHONE	NAME OF COMPANY

ADDENDUM NUMBER THREE
HILLSBOROUGH COUNTY DEPARTMENT OF PROCUREMENT SERVICES
P.O. BOX 1110
TAMPA, FLORIDA 33601

DATE: July 28, 2014

TO PROPOSER: This Addendum is an integral part of the proposal package under consideration by you as a Proposer in connection with the subject matter herein identified below. Hillsborough County deems all proposals to have been proffered in recognition and consideration of the entire proposal package - **including all issued addenda**. For purposes of clarification, receipt of this present Addendum by a **Proposer should be evidenced by returning it (signed) as part of the Proposer's sealed proposal.**

If the Proposal has already been received by Hillsborough County Department of Procurement Services, Proposer should return this ADDENDUM in a separate sealed envelope which is clearly marked with the **PROPOSAL TITLE, PROPOSAL NUMBER AND OPENING DATE AND TIME,** stated as follows:

PROPOSAL NUMBER: RFP-C-0211-0-2014/DP

PROPOSAL TITLE: P3 Development of New Tampa Community Park

PROPOSAL OPENING DATE AND TIME: September 4, 2014 at 2:00 P.M.

PLACE: Department of Procurement Services, 601 E. Kennedy Blvd., 18th Floor, Tampa, FL 33602.

THE INFORMATION INCLUDED HEREIN IS HEREBY INCORPORATED INTO THE CONTRACT DOCUMENTS OF THIS PRESENT REQUEST FOR PROPOSALS MATTER AND SUPERSEDES ANY CONFLICTING CONTRACT DOCUMENTS OR PORTION THEREOF PREVIOUSLY ISSUED:

REASON FOR ISSUANCE OF THIS ADDENDUM:

ITEM NO. 1: Change proposal opening date to September 4, 2014 at 2:00 p.m.

ITEM NO.2: THIRD PRE-PROPOSAL MEETING/SITE VISIT

1.1 A third Pre-Proposal Meeting/Site Visit is scheduled on Tuesday August 5, 2014, 10.30 am at the New Tampa Library, 10001 Cross Creek Boulevard, Tampa, Fl. 33647. The site visit will follow immediately after the meeting. Attendance at one of the three Pre-proposal meetings/site visits is mandatory. Proposers who have already attended one of the earlier such meetings/site visits need not attend the third meeting/site visit.

ITEM NO. 2 REVISED PROPOSED SCHEDULE SUMMARY:

2.1 Replace ATTACHMENT C with ATTACHMENT C (REVISION 1), attached to this Addendum and made part of this RFP.

ITEM NO. 3 AUTO CADD FILE OF AERIAL MAP:

3.1 In response to a question, County is providing an AutoCadd file of the aerial map.

Receipt of this Addendum is hereby acknowledged by the undersigned Proposer.

[illegible]	8-28-14
AUTHORIZED SIGNATURE (Proposer)	DATE
Manager, 813-766-7015	Stanbank Properties, LLC
TITLE OF PERSON SIGNING ABOVE & TELEPHONE	NAME OF COMPANY

ADDENDUM NUMBER FOUR
HILLSBOROUGH COUNTY DEPARTMENT OF PROCUREMENT SERVICES
P.O. BOX 1110
TAMPA, FLORIDA 33601

DATE: August 4, 2014

TO PROPOSER: This Addendum is an integral part of the proposal package under consideration by you as a Proposer in connection with the subject matter herein identified below. Hillsborough County deems all proposals to have been proffered in recognition and consideration of the entire proposal package - **including all issued addenda**. For purposes of clarification, receipt of this present Addendum by a **Proposer should be evidenced by returning it (signed) as part of the Proposer's sealed proposal.**

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PROPOSAL NUMBER: RFP-C-0211-0-2014/DP

PROPOSAL TITLE: P3 Development of New Tampa Community Park

PROPOSAL OPENING DATE AND TIME: September 4, 2014 at 2:00 P.M.

PLACE: Department of Procurement Services, 601 E. Kennedy Blvd., 18th Floor, Tampa, FL 33602.

THE INFORMATION INCLUDED HEREIN IS HEREBY INCORPORATED INTO THE CONTRACT DOCUMENTS OF THIS PRESENT REQUEST FOR PROPOSALS MATTER AND SUPERSEDES ANY CONFLICTING CONTRACT DOCUMENTS OR PORTION THEREOF PREVIOUSLY ISSUED:

REASON FOR ISSUANCE OF THIS ADDENDUM:

1. Attachment B "Property Appraisal" is attached hereto and is hereby made available to Proposers for their information. Attachment B includes two appraisals (Attachments B1 & B2). Each appraisal includes the land planning analysis completed as a part of the assignment.

Receipt of this Addendum is hereby acknowledged by the undersigned Proposer.

[signature]	8-28-14
AUTHORIZED SIGNATURE (Proposer)	DATE
Manager, 813-766-7018	Sherbrook Properties, LLC
TITLE OF PERSON SIGNING ABOVE & TELEPHONE	NAME OF COMPANY

ADDENDUM NUMBER FIVE
HILLSBOROUGH COUNTY DEPARTMENT OF PROCUREMENT SERVICES
P.O. BOX 1110
TAMPA, FLORIDA 33601

DATE: August 15, 2014

TO PROPOSER: This Addendum is an integral part of the proposal package under consideration by you as a Proposer in connection with the subject matter herein identified below. Hillsborough County deems all proposals to have been proffered in recognition and consideration of the entire proposal package - **including all issued addenda**. For purposes of clarification, receipt of this present Addendum by a **Proposer should be evidenced by returning it (signed) as part of the Proposer's sealed proposal.**

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PROPOSAL NUMBER: RFP-C-0211-0-2014/DP

PROPOSAL TITLE: P3 Development of New Tampa Community Park

PROPOSAL OPENING DATE AND TIME: September 4, 2014 at 2:00 P.M.

PLACE: Department of Procurement Services, 601 E. Kennedy Blvd., 18th Floor, Tampa, FL 33602.

THE INFORMATION INCLUDED HEREIN IS HEREBY INCORPORATED INTO THE CONTRACT DOCUMENTS OF THIS PRESENT REQUEST FOR PROPOSALS MATTER AND SUPERSEDES ANY CONFLICTING CONTRACT DOCUMENTS OR PORTION THEREOF PREVIOUSLY ISSUED:

REASON FOR ISSUANCE OF THIS ADDENDUM:

The following attachment is made and hereby becomes part of the Request for Proposal for the P3 Development of New Tampa Community Park, RFP No. RFP-C-0211-0-2014/DP

Receipt of this Addendum is hereby acknowledged by the undersigned Proposer.

[illegible]	8-28-14
AUTHORIZED SIGNATURE (Proposer)	DATE
Manager, 813-766-7818	Swanson Properties, LLC
TITLE OF PERSON SIGNING ABOVE & TELEPHONE	NAME OF COMPANY

EXHIBIT 1
PROPOSER CERTIFICATION AND WARRANTY

1. Legal Name of Proposer. (Indicate if the Proposer is a Corporation, Joint Venture, Partnership, etc.)
   Shagbark Properties, LLC
2. Name/title of contact person for the Proposer:
   Michael J. Leeds
3. Local business and mailing address:
   P.O. Box 274183, Tampa, FL 33688
4. Primary business and mailing address:
   "
5. Telephone number: 813 766-7018 FAX:( )
6. Federal Employer Identification Number (FEIN) : 27-1080612
7. The business has been in operation under its present name since: October 5, 2009

The above-named Proposer does hereby warrant and certify under oath:

A. That the Proposer understands all requirements of the RFP and states that as a serious Proposer it will comply with all the stipulations included in the RFP package.

B. That the Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:

C. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:

D. That the Proposer is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County except as expressly stated below:

E. That no officer or employee or person whose salary is payable in whole or in part from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal; in the performance of this Contract; in the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.

F. That the Proposer acknowledges, understands and agrees that the RFP does not reflect all of the design, permitting, regulatory and construction requirements for the Project and that these documents are sufficient in all respects for purposes of the Proposer's preparation and submittal of its Proposal.

G. That Proposer has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services to be required hereunder. The Proposer further certifies and agrees that no person having any such interest shall be employed or engaged by the Proposer for said performance not has or will any member of the team, person or employee be involved, engaged or employed on a contingent fee basis.

H. That the Proposer has received and carefully examined all Addenda issued prior to Opening.

I. That the Proposer is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

J. That neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with this RFP for which the attached Proposal has been submitted or to refrain from proposing in connection with such RFP, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners or any person interested in the RFP; and

K. The price or prices provided in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties of interest, including affiant.

L. All statements made by the Proposer in the proposal are true and accurate as of the Proposal submittal date.

Proposer hereby acknowledges the above certifications and attests to the accuracy of affirmation and assertions contained therein.

IN WITNESS WHEREOF, this Proposal is hereby signed and sealed as of the date indicated.

ATTEST:

Witness

Witness

PROPOSER:

BY: _____ (SEAL)
(Authorized signature in ink)

Michael T. Leeds
(Printed name of signer)

Manager
(Printed Title of signer)

9-25-14
(Date signed)

CORPORATE SEAL
(Where appropriate)

ACKNOWLEDGEMENT OF PROPOSER, IF A CORPORATION

Limited liability

STATE OF Florida)
SS
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 28 day of August, 2014 by Michael J. Leeds, who is personally known to me or who has produced N/A as identification and who did take an oath and who executed the foregoing instrument as Manager of Shagbark Properties, LLC, a Florida LLC corporation, and who severally and duly acknowledged the execution of such instrument as such officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

He/She is personally known to me or has produced N/A as identification.

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of the Person taking Acknowledgement)

Cory P. Hopkins (Name of Acknowledger Typed, Printed or Stamped)

_____ (Title or Rank)

_____ (Serial Number, if any)

CORY PAUL HOPKINS
MY COMMISSION # EE211604
EXPIRES June 26, 2016
(407) 398-0153 FloridaNotaryService.com

ACKNOWLEDGEMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL

STATE OF _____)
SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of the Person taking Acknowledgement)

_____ (Name of Acknowledger Typed, Printed or Stamped)

_____ (Title or Rank)

_____ (Serial Number, if any)

PROPOSAL BOND

In accordance with the requirements listed in the RFP, please see the attached cashier's check.

DEVELOPER QUALIFICATIONS, APPROACH AND ABILITY

6.1.1 Provide brief overview of firm and firm history. History/ownership/legal structure of the business, including, Certificate of Good Standing from the Secretary of State, and Tax Clearance Certificate from the Department

SHAGBARK
PROPERTIES

Shagbark Properties - Developer

Shagbark Properties, LLC was formed in 2009, and is owned by Michael J Leeds. Shagbark Properties is an operating company used by Leeds to manage his various development businesses and activities, which include proprietary retail and mixed-use development projects, fee development business for clients such as Publix Supermarkets, Inc., and general real estate consulting.

Over his professional real estate career, Leeds has participated as a principal in the development of several hundred million dollars worth of commercial and mixed-use projects, with retailers including Home Depot, Lowes, Publix Supermarkets, Bank of America, Sun Trust, Wells Fargo, McDonalds, Walgreens and CVS. Currently, Leeds is active developing projects for Publix, Wawa, Advance Auto, and CVS, and is a finalist for a P3 project with the City of Dunedin.

DEVELOPER QUALIFICATIONS, APPROACH AND ABILITY (CONT.)

6.1.1 Provide brief overview of firm and firm history. wHistory/ownership/legal structure of the business, including, Certificate of Good Standing from the Secretary of State, and Tax Clearance Certificate from the Department

State of Florida
Department of State

I certify from the records of this office that SHAGBARK PROPERTIES, LLC, is a limited liability company organized under the laws of the State of Florida, filed on October 5, 2009, effective October 5, 2009.

The document number of this company is L09000096120.

I further certify that said company has paid all fees due this office through December 31, 2014, that its most recent annual report was filed on February 3, 2014, and its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fifth day of August, 2014

Ken Detzner

Secretary of State

Authentication ID: CU2693973269

To authenticate this certificate,visit the following site,enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html

DEVELOPER QUALIFICATIONS, APPROACH AND ABILITY (CONT.)

6.1.1 Provide brief overview of firm and firm history. History/ownership/legal structure of the business, including, Certificate of Good Standing from the Secretary of State, and Tax Clearance Certificate from the Department

Executive
Director
Marshall Stranburg

August 29, 2014

Shagbark Properties, LLC
P.O. Box 274183
Tampa, FL 33688

Re: BP # 3303749
FEIN # 27-108612

Dear: Michael Leeds

We received your request for information on the status of the above referenced business. Our records indicate that as of today:

[X] There are no outstanding liabilities on this account.

[ ] $_____ is the outstanding balance on this account and you should contact the Department as soon as possible for immediate resolution.

[ ] The following tax returns are delinquent. Please file the returns and remit payment for each return as soon as possible.

Tax	Return Type	Applied Period

Note: Any letter, statement or certificate from the department does not, without an audit of the dealer's books and records by the department, guarantee that there is not a tax deficiency owed the state from operation of this business. This clearance letter is not to be considered a receipt or certificate of compliance pursuant to s. 213.758, Florida Statutes. To request a receipt or certificate of compliance, visit our website at www.myflorida.com/dor for additional information. A seller or purchaser may request an audit of the seller's books and records to secure protection from transferee liability under section 212.758, Florida Statutes. The department may contract with private auditors pursuant to s. 213.28, Florida Statues, to perform the audit. The department may charge the cost of the audit to the person requesting the audit.

Sincerely,

Vannessa Harris
Tax Specialist I
Taxpayer Services Process
Phone: (800) 352-3671
Fax #: (850) 922-5254
Control# 176681

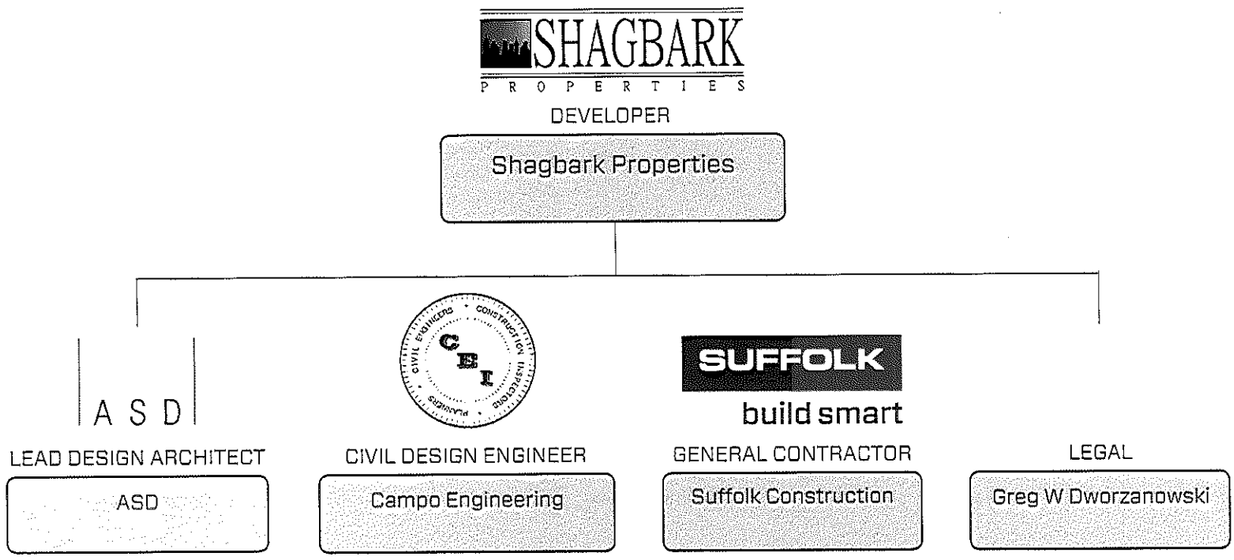
Child Support Enforcement – *Ann Coffin, Director* • General Tax Administration – *Maria Johnson, Director*
Property Tax Oversight – *James McAdams, Director* • Information Services – *Damu Kuttikrishnan, Director*

www.myflorida.com/dor
Tallahassee, Florida 32399-0100

DEVELOPER QUALIFICATIONS, APPROACH AND ABILITY (CONT.)

6.1.2 Describe the management structure and the role each team member, partner, and any prospective professional, consultant or major subcontractor will fulfill in the development or operation of the qualifying project.

Shagbark Properties, LLC is pleased to introduce its proposed team to provide the full complement of services required to successfully execute your proposed P3 Tampa Community Park project. Led by Shagbark Properties, the firms of ASD (design architect), Campo Engineering, (civil engineer), and Suffolk Construction (general contractor) will work collaboratively to plan, design and build your community park. These partners are right-sized for this project, and their experience and expertise in successfully executing similar P3 and related engagements will be brought to bear on your project.



DEVELOPER QUALIFICATIONS, APPROACH AND ABILITY (CONT.)

ASD - Lead Design Architect

ASD is a multi-disciplinary design firm offering architecture, interiors, and graphic design services to a variety of corporate, retail, healthcare, government and institutional clients. Established in 1963, ASD maintains offices in Atlanta, San Francisco, Birmingham, Tampa, Nashville, Washington, DC, Jacksonville, Orlando and Miami, providing services on a local, regional and national level. ASD is committed to integrated and contextual design. The firm provides design services based on each of its client's needs and culture. The firm is committed to translating the needs and functional requirements of its clients into the built environment.

Campo Engineering - Civil Design Engineer

Campo Engineering, Inc. (CEI) is a civil engineering firm located in the City of Tampa (Hillsborough County). Campo is committed to providing its clients with quality engineering and construction administration services using a proven management style focused on schedule, quality and budget. The firm has established a presence in the area as it enters its tenth year of operations by providing many years of combined land planning, engineering, permitting and construction experience on a variety of project types. Specifically in Hillsborough and Pasco Counties, Campo has worked on governmental projects including, but not limited to, Public Schools, Private Schools, Parks, Libraries, and Roadway Improvement Projects.

Suffolk Construction - General Contractor

Founded in 1982, Suffolk is a privately held construction management firm led by Chairman and CEO John Fish. Established in 1994, Suffolk's Southeast Region is led by President and General Manager Jeff Gouveia, Jr. and employs over 200 industry professionals. The $2 billion company has since gained a strong reputation for quality nationwide with main offices in the Northeast, Southeast, and West Coast. Suffolk provides preconstruction, construction management, design-build, and general contracting services to clients in many industry sectors including healthcare, education, science and technology, government, and commercial.

DEVELOPER QUALIFICATIONS, APPROACH AND ABILITY (CONT.)

6.1.3 Provide a narrative demonstrating Proposer's approach to project and its ability to furnish services.

Leeds has assembled a team of experienced professionals, who he has worked with over his career to assist him with the execution of the proposed project. The Shagbark Team incorporates all of the disciplines required for commercial real estate development, to include all design and civil engineering, transportation engineering (to address the proposed intersection improvements), construction, property management, and legal services. Leeds exercises a very "hands on" approach to the management of his development projects, leading the various efforts while allowing his team members to professionally handle the requirements associated with each discipline.

Explain the organization of the developer team/partners and specific responsibilities of team members and partners.

Architectural: John Curran of ASD will serve as the team's lead design architect. ASD is a multidisciplinary firm, that focuses on a variety of architectural services, to include commercial and office projects, interior design and re-design work.

Civil Engineering: Matthew Campo of Campo Engineering will serve as the lead civil design engineer for the project. Having worked with Leeds for over 10 years, he will guide the design of all site work, and manage the development approval process through the Hillsborough County, the City of Tampa, SWFMD, and other permitting agencies.

Construction: Suffolk Construction will provide general contracting services for the proposed project, managing all site and vertical construction of the project. Suffolk will work closely with the design engineers as the project is progressing.

Legal: Greg W Dworzanowski, Esquire will provide all legal work for the team. Mr. Dworzanowski has been providing real estate legal counsel to Leeds for nearly 15 years.

Overall Master Development: Michael Leeds of Shagbark Properties will oversee and manage all efforts of the team, to ensure successful execution of the proposed project.

DEVELOPER QUALIFICATIONS, APPROACH AND ABILITY (CONT.)

6.1.4 Relative to the proposed development, describe the specific abilities of the firm. Describe how you plan for the development and how those plans are to be executed.

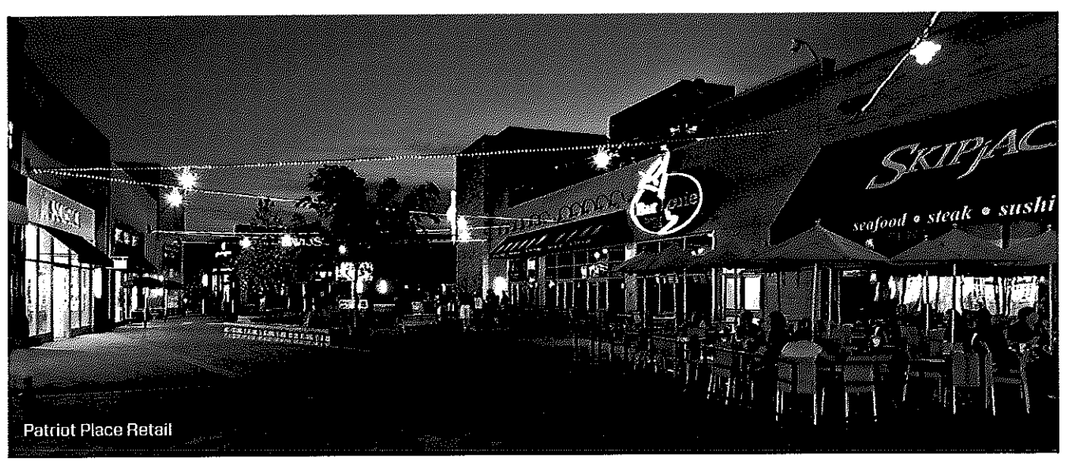
The Shagbark Team, under the direction and management of Michael Leeds, is fully capable of handling the execution of the entire project. Leeds has been developing commercial and mixed-use real estate projects for nearly 20 years as a principal, managing the process, soliciting the users, and capitalizing the ventures.

Describe how you plan for the development and how those plans are to be executed.

The Shagbark Team will evaluate several "green" techniques for development of the project site, dog park, and cultural center.

6.1.5 Provide specific information on a minimum of three (3) and a maximum of ten (10) recent, representative projects. Identify members of the project team who have worked on these representative projects and theiR levels of responsibility.

A variety of representative projects have been provided following this page.



Patriot Place Retail

DEVELOPER QUALIFICATIONS, APPROACH AND ABILITY (CONT.)

Shagbark Properties - Developer

The Paramount on Lake Eola, Orlando, FL

Project Type
Mixed-use high-rise residential, retail/grocery/office

Value
$100,000,000

Size
830,000 square feet

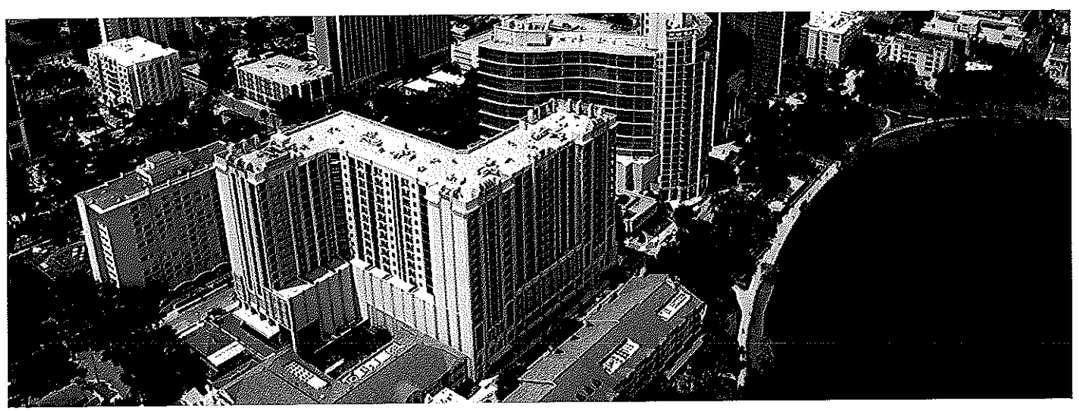
Schedule
Start: 2004
Completion: 2007

Role in Project
Master Developer, assembled property (3 parcels), solicited Publix, managed rezoning effort in all governmental approvals, and negotiated the economic incentive agreement with the City of Orlando

P3 Involvement
Secured an economic incentive agreement with the City of Orlando that provided tax increment financing to subsidize construction of a parking garage for the downtown grocery store

Contact
Frank Billingsley, Chief of Staff
Mayor Buddy Dyer, City of Orlando, 407-246-2709

Project Description
This mixed-use 16-story high-rise features a ground floor Publix, retail, 312 residential condominiums, mezzanine office, and structured parking. The team secured City of Orlando CRA TIF funding for approximately $3.5 million to pay for the structured parking for the grocery store.



DEVELOPER QUALIFICATIONS, APPROACH AND ABILITY (CONT.)

Shagbark Properties - Developer

Publix GreenWise Market, Tampa, FL

Project Type
Grocery Store

Value
$15,000,000

Size
39,000 square feet

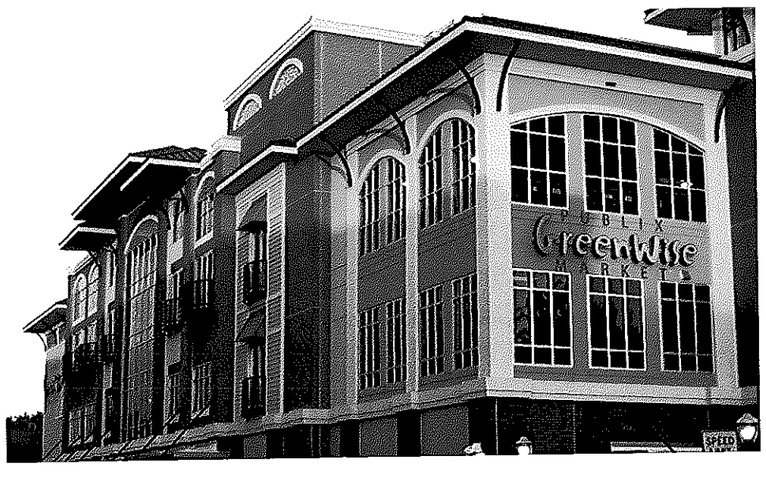
Schedule
Start: 2005
Completion: 2007

Role in Project
Master Developer, assembled property (4 lots), solicited Publix, managed rezoning effort and all governmental approvals

P3 Involvement
An attempt was made to work with the City of Tampa to allow a level of the parking garage to be used off hours by the neighboring businesses (this offer was ultimately rejected by the City of Tampa council in favor of the currently constructed version of the project)

Contact
Abbye Feeley, Land Development Coordinator, City of Tampa
813-274-7701

Project Description
39,000 square foot Publix GreenWise Market with 2 levels of structured parking, containing 220 spaces above the grocery store.



DEVELOPER QUALIFICATIONS, APPROACH AND ABILITY (CONT.)

Shagbark Properties - Developer

Kash N Karry/Sweet Bay Supermarket, Tampa, FL

Project Type
Grocery Store

Value
$4,000,000

Size
45,000 square feet

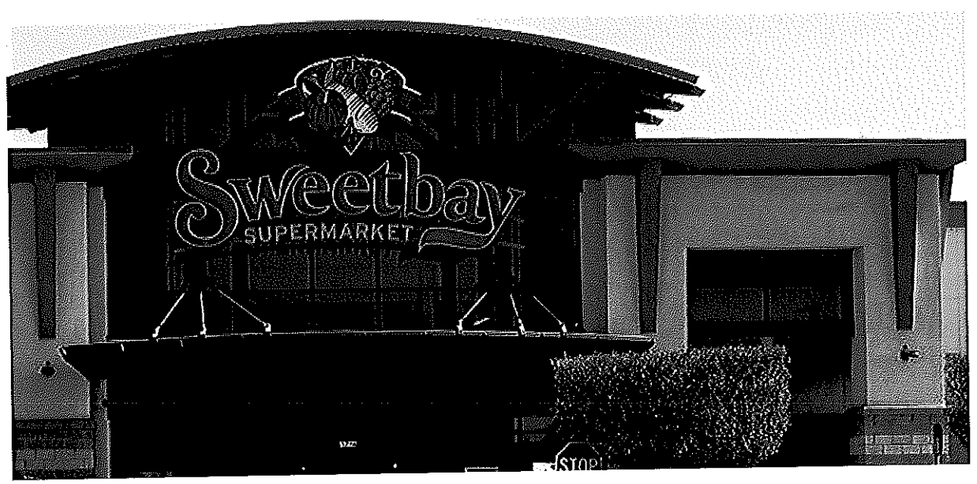
Schedule
Start: 1994
Completion: 1996

Role in Project
Master Developer, negotiated a sale-leaseback with Kash N Karry, which facilitated the grocery store's ability to open the project and negotiated a Section 108 loan with the City of Tampa to finance the project

P3 Involvement
Secured a $1.5 million section 108 loan from Capital HUD through the City of Tampa

Contact
Stuart Campbell, City of Tampa (no longer employed with the city)

Project Description
This project was a sale-leaseback of a new grocery store in an Enterprise Zone. Leeds obtained a Section 108 HUD loan of $1.5 million through the City of Tampa.



DEVELOPER QUALIFICATIONS, APPROACH AND ABILITY (CONT.)

Shagbark Properties - Developer

CVS, Tampa, FL

Project Type
Pharmacy

Value
$3,500,000

Size
13,013 square feet

Schedule
Start: 2009
Completion: 2011

Role in Project
Master Developer, assembled property (2 lots), solicited CVS, managed all governmental approvals to include a variance needed from the Hillsborough Avenue Overlay District

P3 Involvement
Required collaboration with the County and Town and Country neighborhood that were instrumental in creating the Overlay District and its requirements, in order to make the project successful

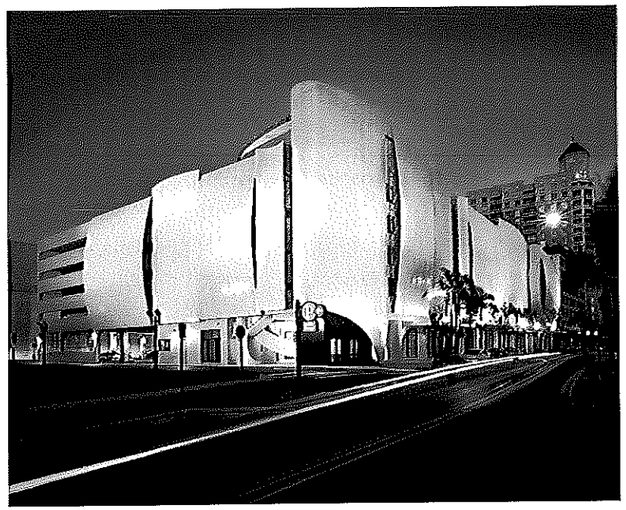
Contact
Michelle Heinrich, Hillsborough County Planning and Growth Management
813-276-2167

Project Description
The CVS was the first project to be constructed along the Hillsborough Ave Overlay District, in West Tampa. The Overlay District included some very specific development requirements, including a build to the property/ROW line and high percentage of glass storefront facing the right of way. Both of these requirements presented challenging development criteria to accomplish given the nature and type of retailer for the project.

DEVELOPER QUALIFICATIONS, APPROACH AND ABILITY (CONT.)

Suffolk Construction - General Contractor

Palm Avenue Parking Garage, Sarasota, FL - LEED® Gold



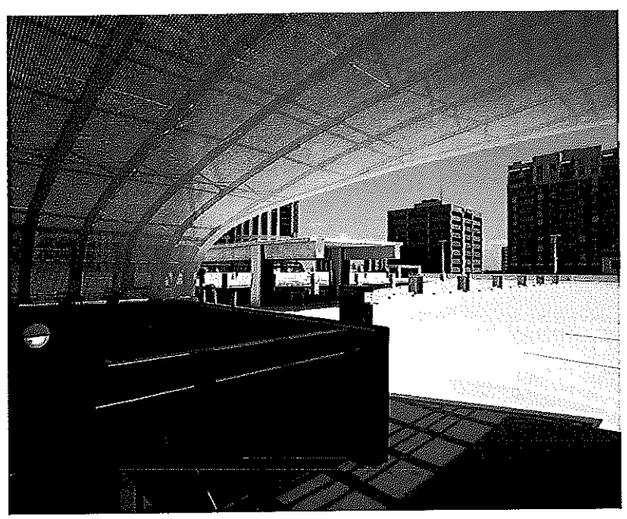
Owner
City of Sarasota
Sarasota, Florida

Architect
Jonathan Parks Architect
Sarasota, Florida

Value
$9,645,494

Size
298,244 square feet

Schedule
Start: December 2009
Completion: December 2010



This 298,244 square-foot project consisted of a six-story, 287,040 square-foot parking garage, along with 11,204 square feet of retail space to accommodate nine stores. Construction is auger cast piles with stucco and metal panel façade. The parking garage contains approximately 700 spaces.

The parking garage is user-friendly, with a convenient location and clear entrances and exits. The parking decks are well-lit and provide a high level of security. Elevators and stairwells allow for maximum connectivity to surrounding uses.

The structure is environmentally responsible by promoting sustainable building practices and green initiatives. Innovations include Photovoltaics on the roof top, electric car charging stations, high first floor for maximum daylighting and rainwater harvesting.

DEVELOPER QUALIFICATIONS, APPROACH AND ABILITY (CONT.)

ASD - Lead Design Architect

Arbor Hills, Lakeland, FL

Size
76,000 square feet

Schedule
Start: 2014
Completion: 2015

Role in Project
Prime Architect providing full architectural and engineering services

Project Description
ASD is currently providing design services for this independent living facility for seniors in Lakeland, Florida. The project includes ninety independent living units, a seventy person dining area with commercial kitchen, activities center, beauty salon, social kitchen, movie room, and health center.

ASD is responsible for all schematic design, design development, and construction documents for this project.
This project is a developer-led facility that is being constructed in this upswing market at a cost of $95/SF. This Assisted Living/ Community Center project will be complete in May or 2015.

DEVELOPER QUALIFICATIONS, APPROACH AND ABILITY (CONT.)

ASD - Lead Design Architect

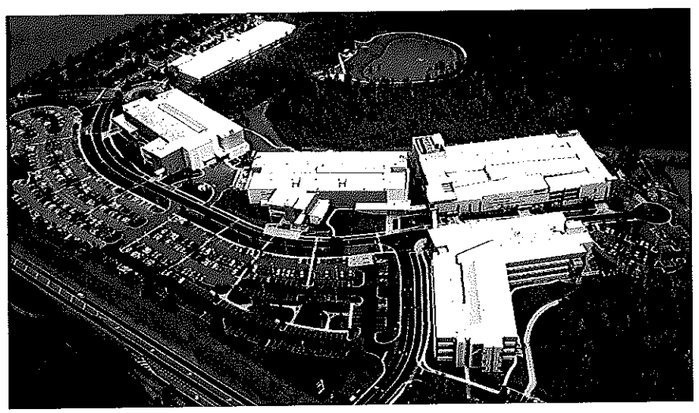
Navy Federal Brian L. McDonnell Center at Heritage Oaks, Pensacola, FL

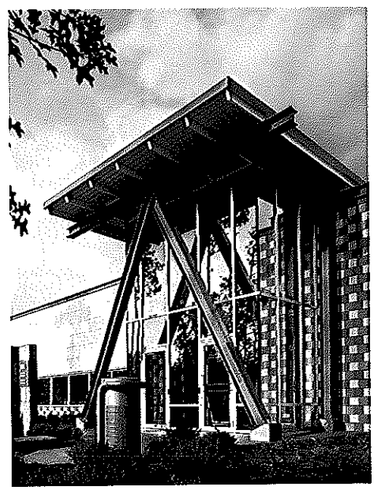
Size
623,508 square feet

Schedule
Completion:
2003 (Building 1)
2007 (Building 2)
2008 (Building 3)
2012 (Building 4)

Role in Project
Prime Architect, planner, interior designer, manager, facilitator and graphic designer

Project Description
This project demonstrates ASD's experience in comprehensive planning, full architectural design services and the ability to combine mixed uses cohesively throughout a large 62-acre site in Heritage Oaks Commerce Park. The first phase of Navy Federal Credit Union's Pensacola campus employs nearly 3,000 people. The primary goal was to provide an employee focused corporate campus relying on a solution that is Simple, Flexible, Open, Economical, Sustainable and inspired to meet NFCU's customers and employees' needs for the foreseeable future. All five buildings on site have achieved LEED Gold certification. The campus includes a call center, member services center (branch), a data center, fitness facilities, a fitness trail and pond, food service facilities, and state of the art conferencing and training facilities, including audio visual presentation and video teleconferencing capabilities throughout. ASD provided full-service architecture, interiors, master planning, and graphics.





DEVELOPER QUALIFICATIONS, APPROACH AND ABILITY (CONT.)

ASD - Lead Design Architect

Unitarian Universalists of Clearwater, Clearwater, FL

Size
11,000 square feet

Schedule
Completion: On-going

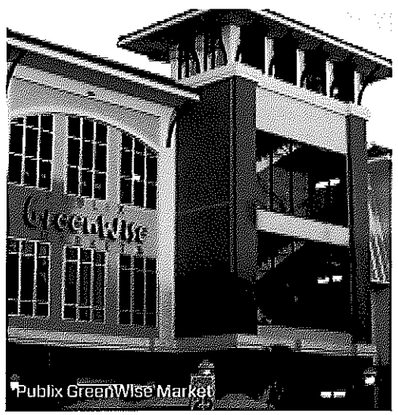
Role in Project
Prime Architect

Project Description
This project for a Unitarian Church contains a significant community outreach component. It is a representative example of our continuing and developing Community / Cultural Center portfolio. Unitarian Universalists of Clearwater hired ASD to provide guidance and design solutions to build a new social hall and to renovate the existing sanctuary to meet their congregation's current and future needs with an additional goal of bolstering outreach services. ASD met with the congregation via visioning process charettes and task force roundtables discussions. Through this process the needs of the church were clearly outlined and agreed upon. Once the visioning exercises were complete, ASD designed both a new 11,000 SF social hall; and a fully-renovated "Octagon" sanctuary. ASD's design also included a new adjustable lighting scheme, ADA design enhancements, and overall finish selections. UUC is currently in the process of securing financing to make their vision a reality.

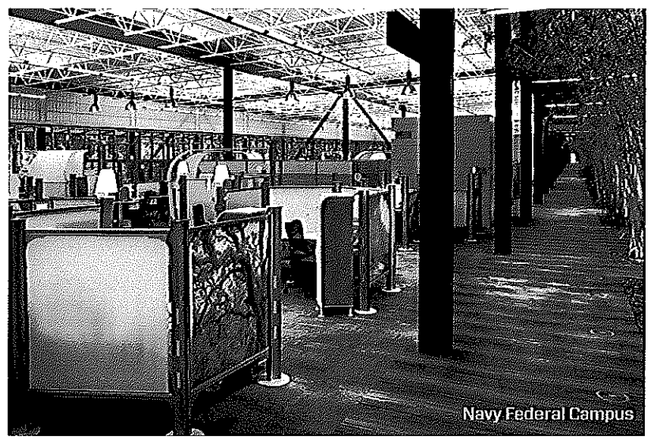
DEVELOPER QUALIFICATIONS, APPROACH AND ABILITY (CONT.)

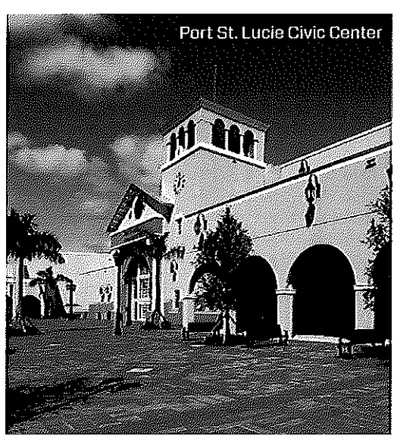
6.1.6 Provide a preliminary business plan to include a conceptual overview of how the developer would propose to structure the P3 to finance and develop the project, the options for leveraging the County's property and long term operations and maintenance of the development.

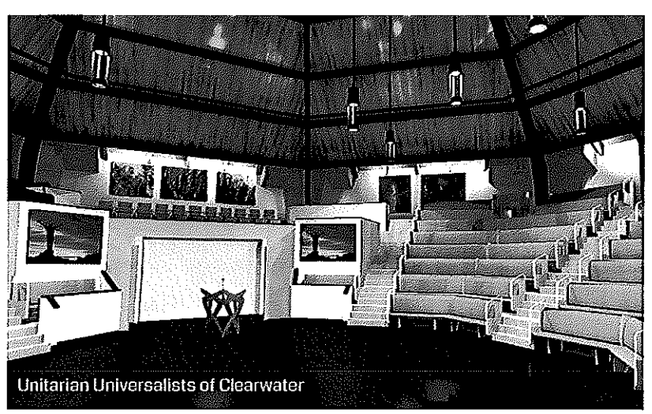
Shagbark's business proposal to Hillsborough County is straightforward and simple – take responsibility to construct all of the "County Minimum Requirements" and initial 5,000 square foot civic / theater building (and all associated utility, infrastructure, permitting, etc) in exchange for ownership of an approximate 4.8-acre commercial tract along the Bruce B Downs frontage of the 13.41 acre Hillsborough County owner parcel. There is no financing, no lease, and no leverage required. Shagbark will close on the 4.8-acre tract, once it has obtained permits and approvals to construct the County Minimum Requirements, at a price of $3 million, the funds for which will be escrowed and utilized by Shagbark as it completes the development of the 13.41-acre parcel.



Publix GreenWise Market


Navy Federal Campus


Port St. Lucie Civic Center


Unitarian Universalists of Clearwater

DEVELOPER QUALIFICATIONS, APPROACH AND ABILITY (CONT.)

6.1.7 At least three (3) development and financial references (name, title, entity, telephone number and contractual relationship) that can be contacted with respect to current and past project experience.

William Rayburn
Director of Asset Management
Publix Supermarkets, Inc.
863-688-7407

Brian Pomykacz
Director of Florida Real Estate
Wawa, Inc.
610-358-6000

Angela O'Donnell
Associate Relationship Manager
BB&T Wealth
813-314-3139

Port St. Lucie Civic Center

DEVELOPER QUALIFICATIONS, APPROACH AND ABILITY (CONT.)

6.1.8 Banking references, including letters of good standing from previous lenders.

Vincent Chillura
Vice President
USAmeribank
813-418-4055

Christie Garrido
Vice President
BB&T
813-314-5279

Jeffrey Cash
Executive Vice President
Regions Bank
813-226-1261

The Paramount on Lake Eola

USAmeriBank

113 E. Whiting Street
Tampa, FL 33602
P: 813.226.0111
F: 813.226.3038
www.usameribank.com

August 20, 2014

Credit Reference Letter

RE: Letter of Support and Recommendation
Shagbark Properties, LLC (Michael Leeds)
P3 Development of New Tampa Community Park

To Whom It May Concern:

This letter is to confirm that Michael Leeds, as well as various entities he owns and controls / partially controls, is a USAmeriBank customer and has maintained a strong relationship with our institution since the relationship was established close to seven years ago.

Mr. Leeds has been involved with several loans with our institution for his various acquisition and development projects. He has borrowed and repaid many millions of dollars in leverage to us for existing, stabilized, as well as new development projects. Michael's obligations with us have and continue to perform as agreed and he has handled all aspects of his relationship in an exemplary manner. USAmeribank will continue to underwrite new projects for Mr. Leeds based on his successful track record as well as the strong relationship.

This letter is to also confirm that Mr. Leeds has approached USAmeriBank about the P3 Development Project in New Tampa. The Bank has a strong interest in providing acquisition financing to Mr. Leeds for the stated P3 Project that Mr. Leeds is proposing to the County for the commercial property to be created in the Project. Mr. Leeds has the ability to fund and raise the balance of the capital needed to acquire and develop the project, from his many longstanding financial partners. Pre-development costs to cover interim design, engineering, permitting, legal, etcetera are typically funded through a pre-development line of credit the bank has enjoyed with Mr. Leeds. Once and if Shagbark Properties is selected by the County as the successful bidder for this project, the Bank will finalize its underwriting on the project and engage proper due diligence and third party reporting in order to issue a financing commitment to Mr. Leeds for such acquisition financing.

Additional information can be available upon specific request from me so please feel free to contact me if I can be of further assistance or provide any additional insight on the Bank's relationship with Michael Leeds.

This reference is issued for the interested party, and does not impose any responsibility to USAB. This is not a forward commitment for financing; all requested financing will be subject to, among other things, USAB's normal due diligence, formal underwriting, USAB's credit approval process, and standard documentation requirements.

Sincerely,

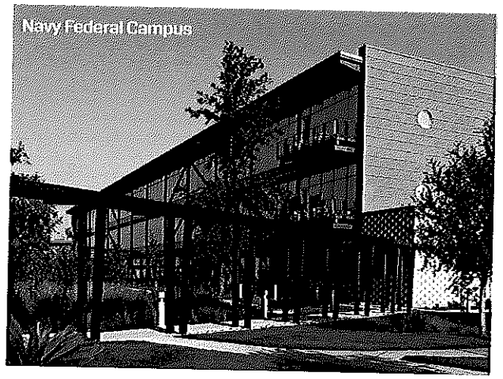
Vincent M. Chillura
Vice President of Commercial Real Estate

DEVELOPER QUALIFICATIONS, APPROACH AND ABILITY (CONT.)

6.1.9 Funding Source Actions: Disclose whether any funding sources or financial institutions have threatened to take or have taken adverse action against the Proposer, such as, loan acceleration, foreclosure, terminating or restricting the use of funds, anytime during the past five years.

Shagbark Properties and its principal, Michael Leeds has never had any funding source or financial institution threaten to or take adverse action against it.

Unitarian Universalists of Clearwater


Navy Federal Campus

Broadway Promenade

RFP NO: RFP-C-0211-0-2014/DP
P3 Development of New Tampa Community Park
Hillsborough County, Florida

To Whom It May Concern:

Shagbark Properties, LLC certifies as to the following criteria as specified next to each:

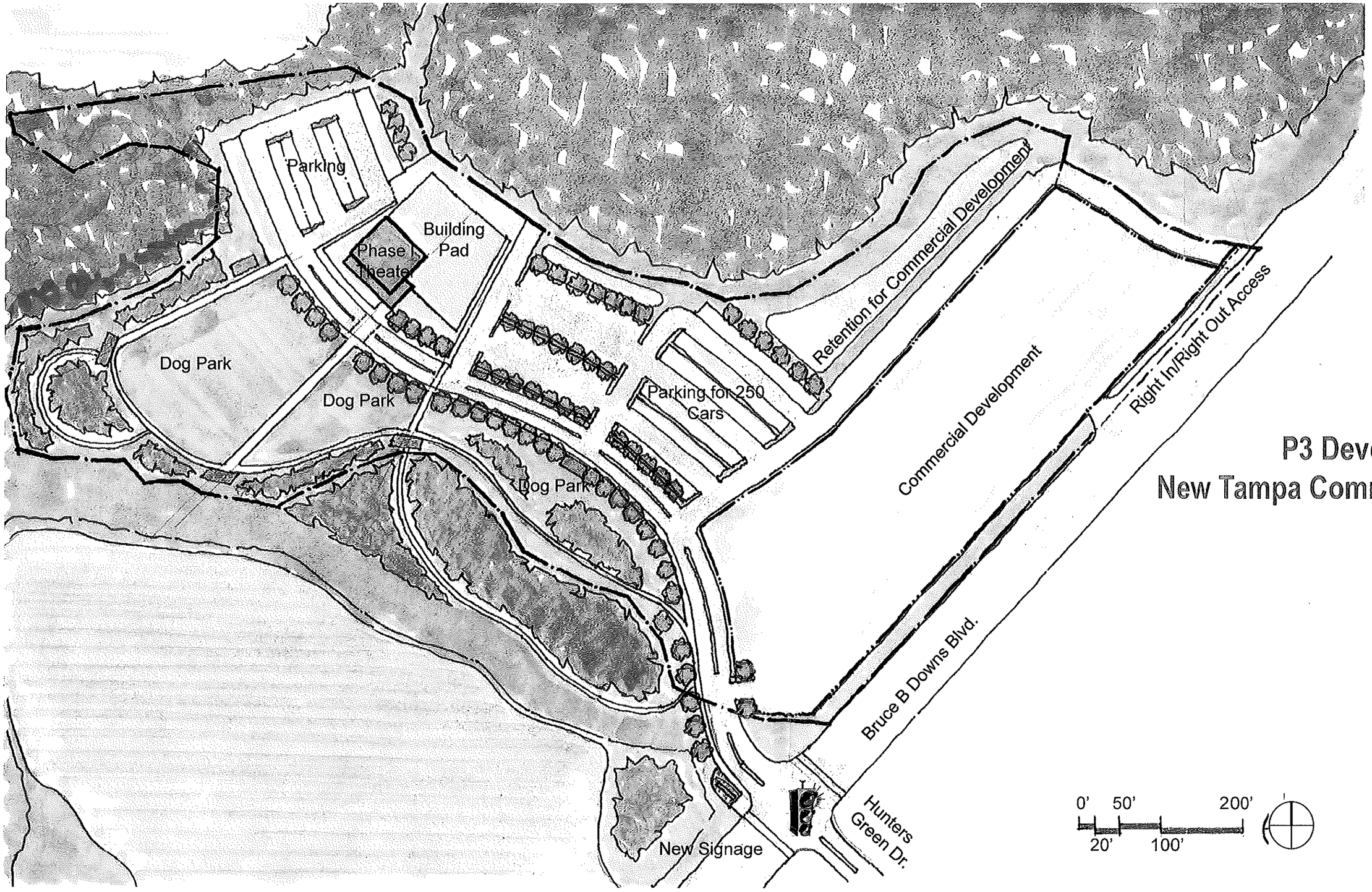
a. Bankruptcy filings - NONE
b. Liquidated damages - NONE
c. Fines, assessments or penalties - NONE
d. Judgments or awards in contract disputes - NONE
e. Contract defaults and/or contract terminations - NONE
f. License revocations, suspensions and/or other disciplinary actions - NONE
g. Prior debarments or suspension by a governmental entity - NONE
h. Denials of prequalification or findings of non-responsibility - NONE
i. Safety past performance date, including fatality incidents – N/A
j. Experience ratings – N/A
k. Modification ratings – N/A
l. Recordable injury rate - NONE
m. Workday incidence rate - NONE
n. Alleged violations of any federal, state or local civil law – N/A
o. Alleged violations of any federal, state or local criminal law - NONE
p. Criminal indictments or investigations - NONE
q. Legal claims filed by or against the private entity -NONE
r. Claims on payment and performance bonds – NONE

Michael J Leeds
Manager, Shagbark Properties, LLC
8-28-14

ASD

P3 Development of New Tampa Community Park

SITE PLAN

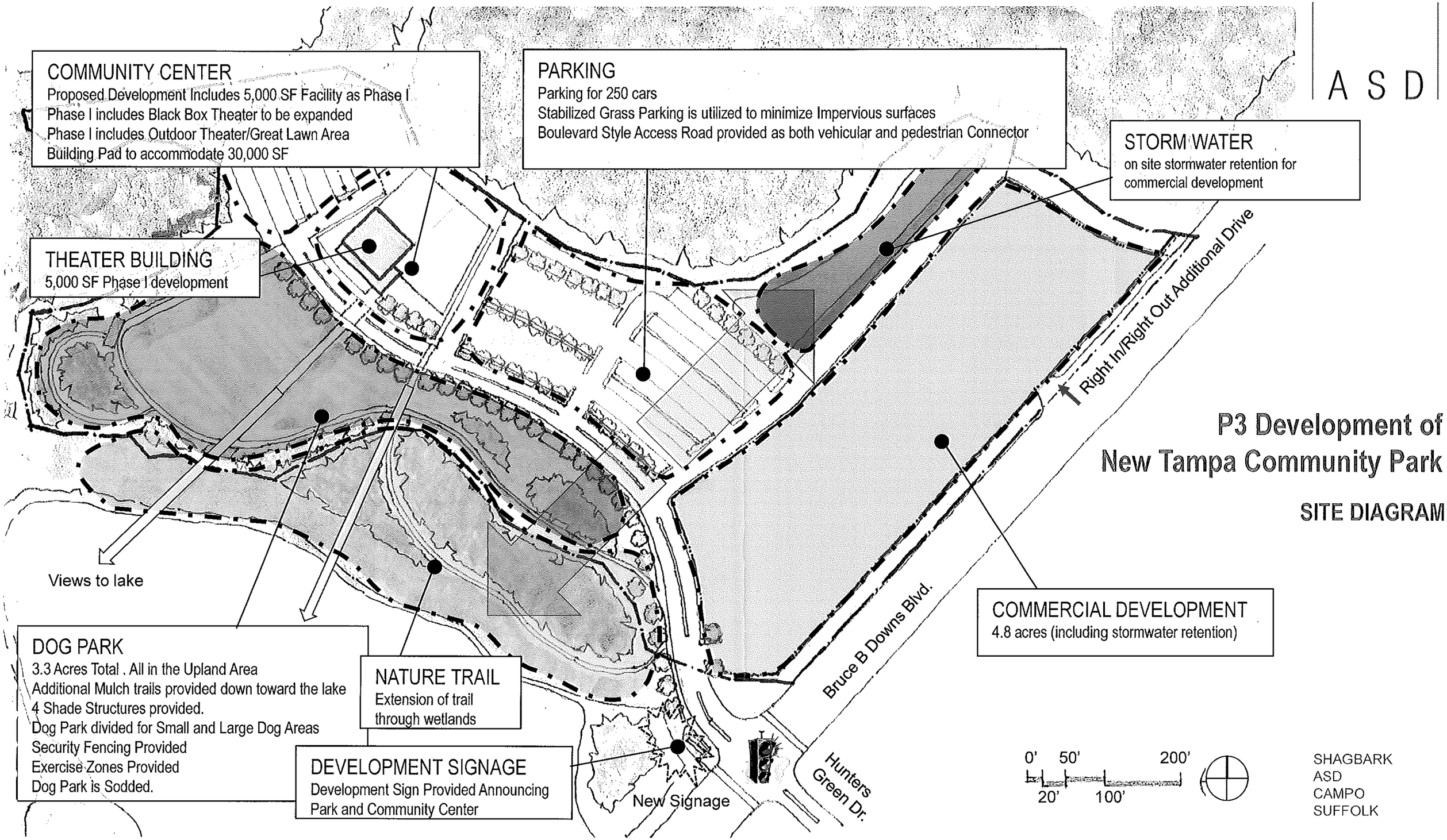


SHAGBARK
ASD
CAMPO
SUFFOLK

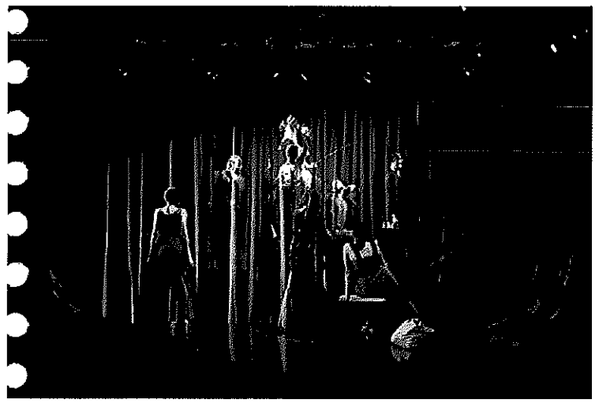
ASD

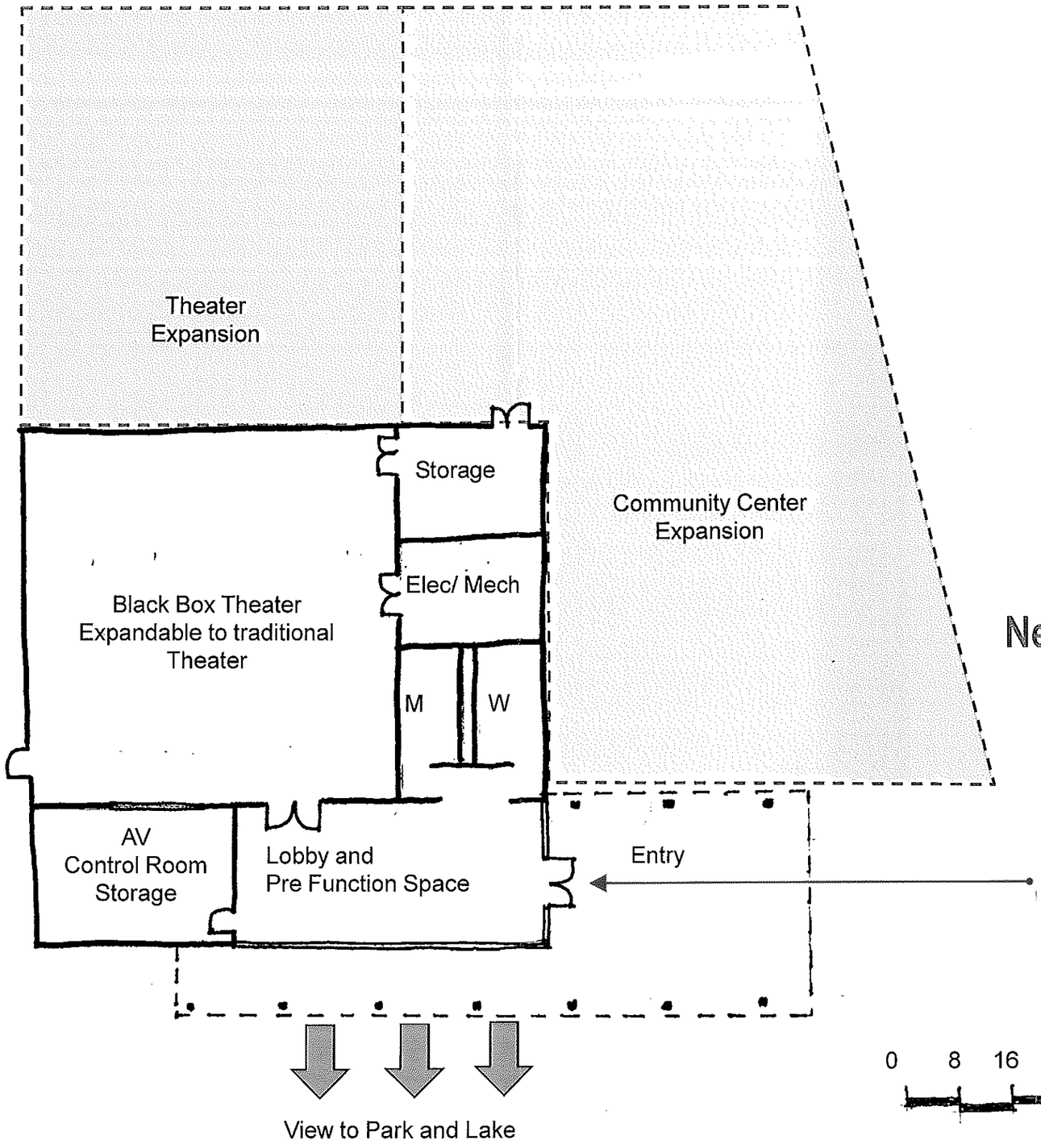
P3 Development of New Tampa Community Park

SITE DIAGRAM



SHAGBARK
ASD
CAMPO
SUFFOLK





ASD

P3 Development of New Tampa Community Park

FLOOR PLAN

Cultural Center

Black Box Theater

approximately 5,000 SF
expandable to 30,000 SF

SHAGBARK
ASD
CAMPO
SUFFOLK

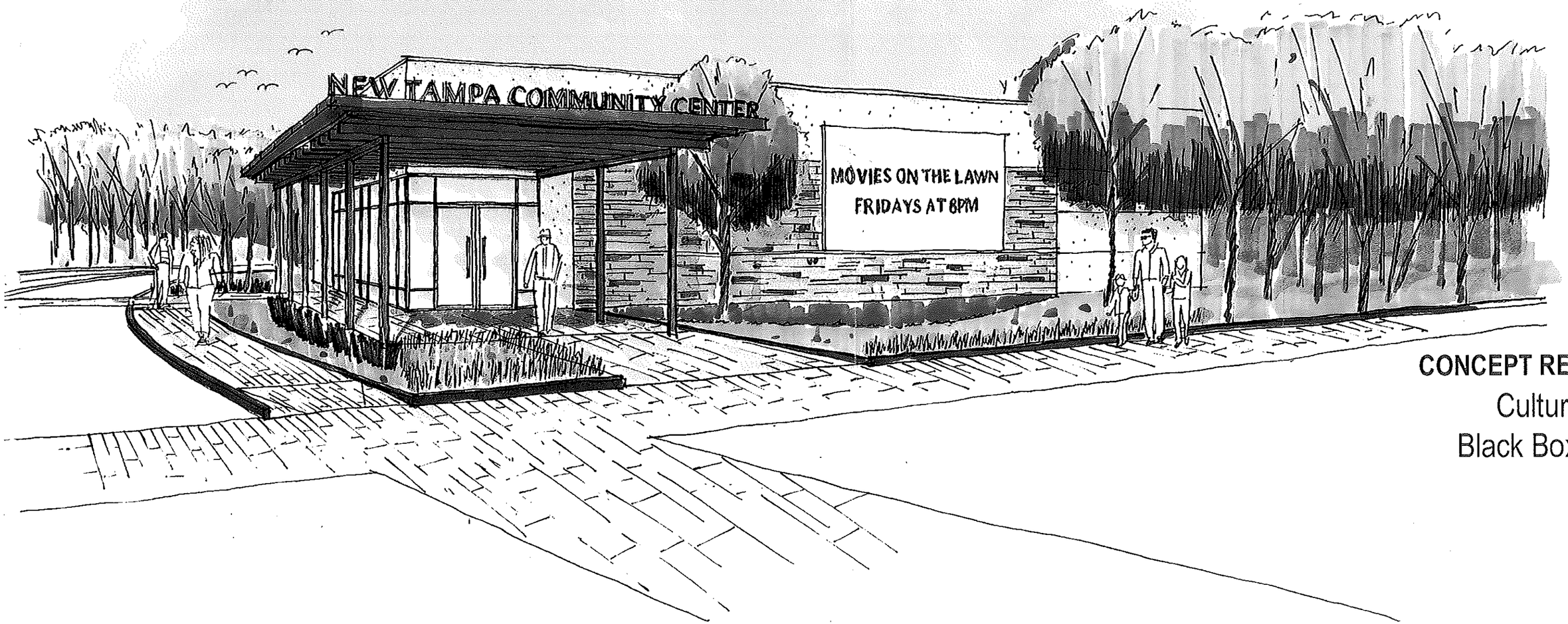
ASD

CONCEPT RENDERING

Entry

SHAGBARK
ASD
CAMPO
SUFFOLK

ASD



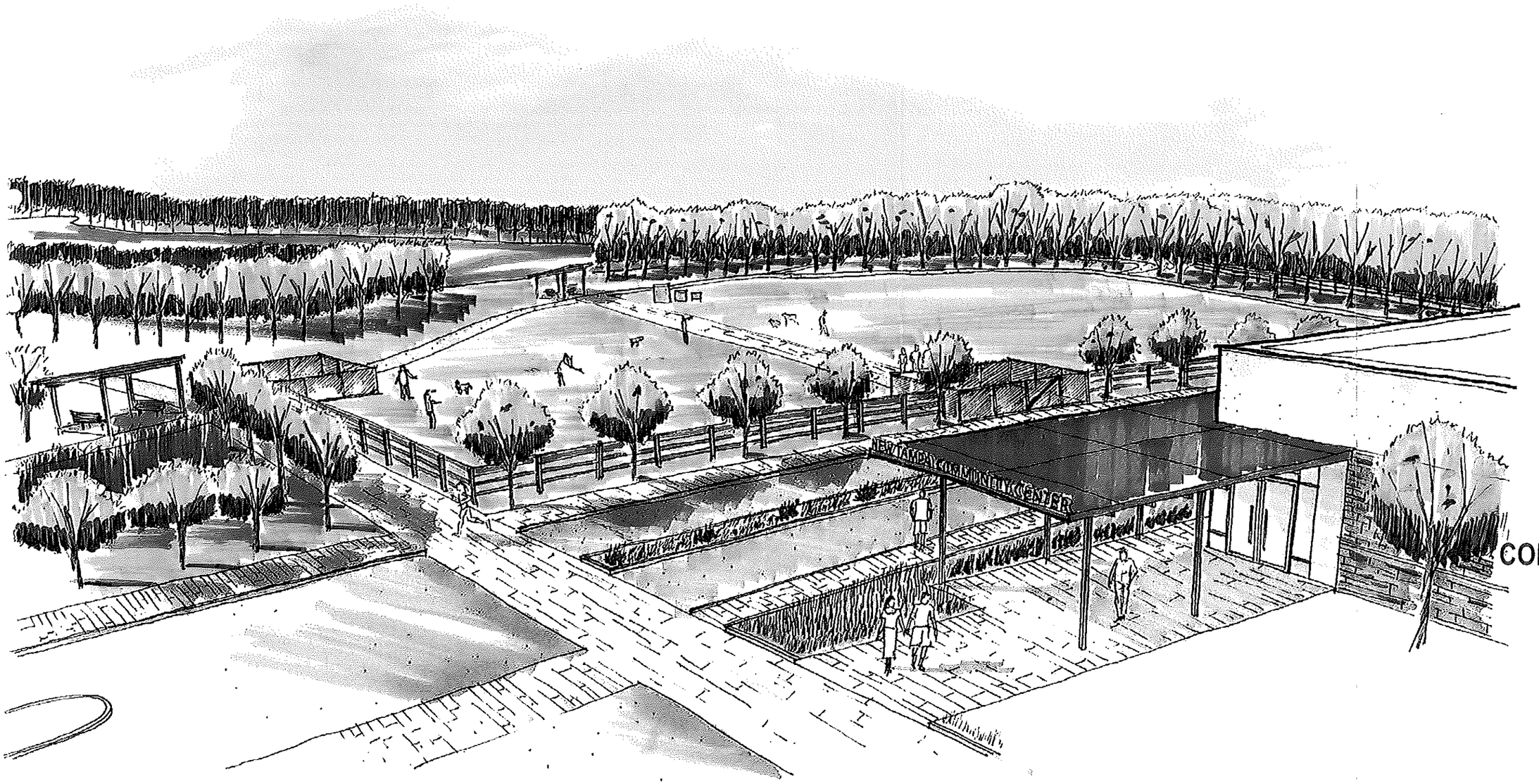
CONCEPT RENDERING

Cultural Center

Black Box Theater

SHAGBARK
ASD
CAMPO
SUFFOLK

ASD



CONCEPT RENDERING

Cultural Center
Black Box Theater
Dog Park

SHAGBARK
ASD
CAMPO
SUFFOLK

DEVELOPMENT PROPOSAL (CONT.)

6.2.2 Project Overview

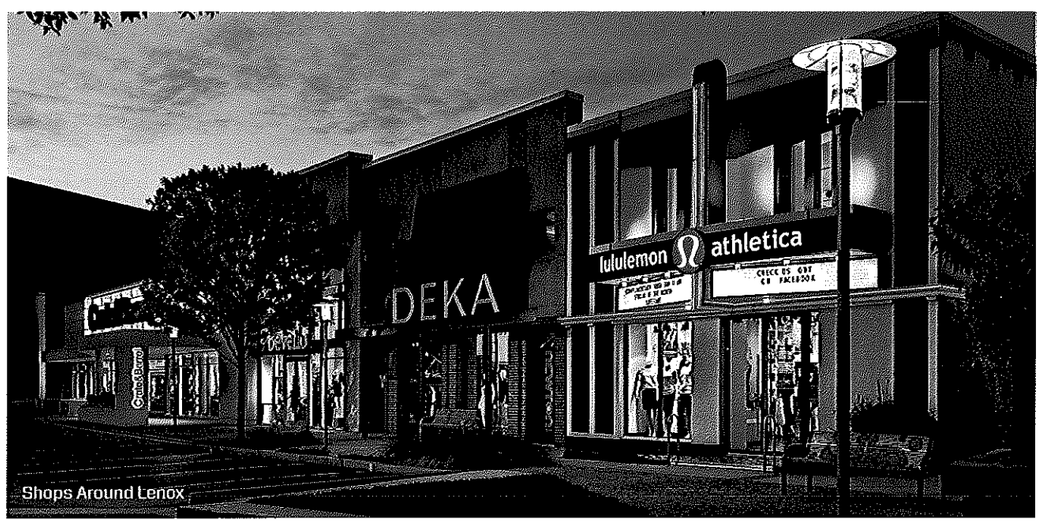
a) Describe the proposed business arrangements (i.e. performance based infrastructure, participation rent, concessions, parking management agreements, service agreements).

The Shagbark Team's proposal contemplates the County's conveyance/sale of the fee ownership of approximately 4.8 acres of commercial frontage of the 13.41-acre parcel along Bruce D Downs Boulevard, in exchange for the County obtaining:

- The improvements associated with creating a signalized intersection at Hunters Green Drive and Bruce B Downs Boulevard modified to accommodate 4-way traffic and associated turn movements
- An entrance and circulation drive for the 13.41-acre parcel, which will provide access to the 3-acre dog park, and the cultural/theater facility
- A 250-space parking lot
- A finished cultural center (with a black box theater) facility of 5,000 square feet, designed to accommodate a future expansion to 30,000 square feet
- An outdoor theater/great lawn adjacent to the cultural/theater building

b) Describe the plan for the development, financing and operation of the qualifying project showing the anticipated schedule of which funds will be required.

During the rezoning period, Shagbark will provide the County with evidence of a funding commitment from a recognized financial institution, in an amount sufficient to fund the proposed $3 million purchase price. The enclosed letter from Vincent Chillura (shown in section 6.1.8), Vice President of USAmeribank, evidences the intended bank financing source for this capital. Prior to closing, the Shagbark general contractor will provide a cost of work summary to substantiate the funds needed by the Shagbark Team to complete the proposed improvements (as listed above) that the County will be provided on its remaining (approximately 9.5 acres) property of the parent 13.41-acre tract.



Shops Around Lenox

DEVELOPMENT PROPOSAL (CONT.)

c) Describe the type and amount of user fees, lease payments, and other service payments over the term of any applicable interim or comprehensive agreement and the methodology and circumstances for changes to the user fees, lease payments, and other service payments over time.

Under the proposed arrangement, there will be no user fees or lease payments. The County will be obligated to pay the direct cost for operation and maintenance of the cultural center, dog park, parking lot, and entry drive, plus a market rate management fee. The Shagbark Team will commit to a 3-year management contract with the County to handle the completed facilities.

d) Describe the implementation strategy for the qualifying project.

If selected, Shagbark will work with its design team to submit a rezoning application with the City of Tampa for the intended development. We have met with the Land Development Coordination and Zoning Department with the City, to better understand the process and timeframes associated with the required rezoning.

i. Time permitting, we will work to submit our rezoning application to the City before its November, 2014 cutoff, which if approved, would lead to an approval of the application in April and an expiration of an appeals period by May 2015.

ii. With zoning approval, we would prepare site construction drawings for review and permitting with the City of Tampa, and Hillsborough County (for the signal modifications). We would also prepare architectural plans for the Cultural/Theater building for building permit review.

iii. Within 150 days from the start of design, we would expect to have all permits in hand.

iv. Closing on the commercial property could occur as soon as November 2015; with the $3 million proceeds from the closing (sale) set aside in escrow with the county to pay for the various site improvements, facilities, and the building that Shagbark is delivering to the County (as set forth in section 6.2.2).

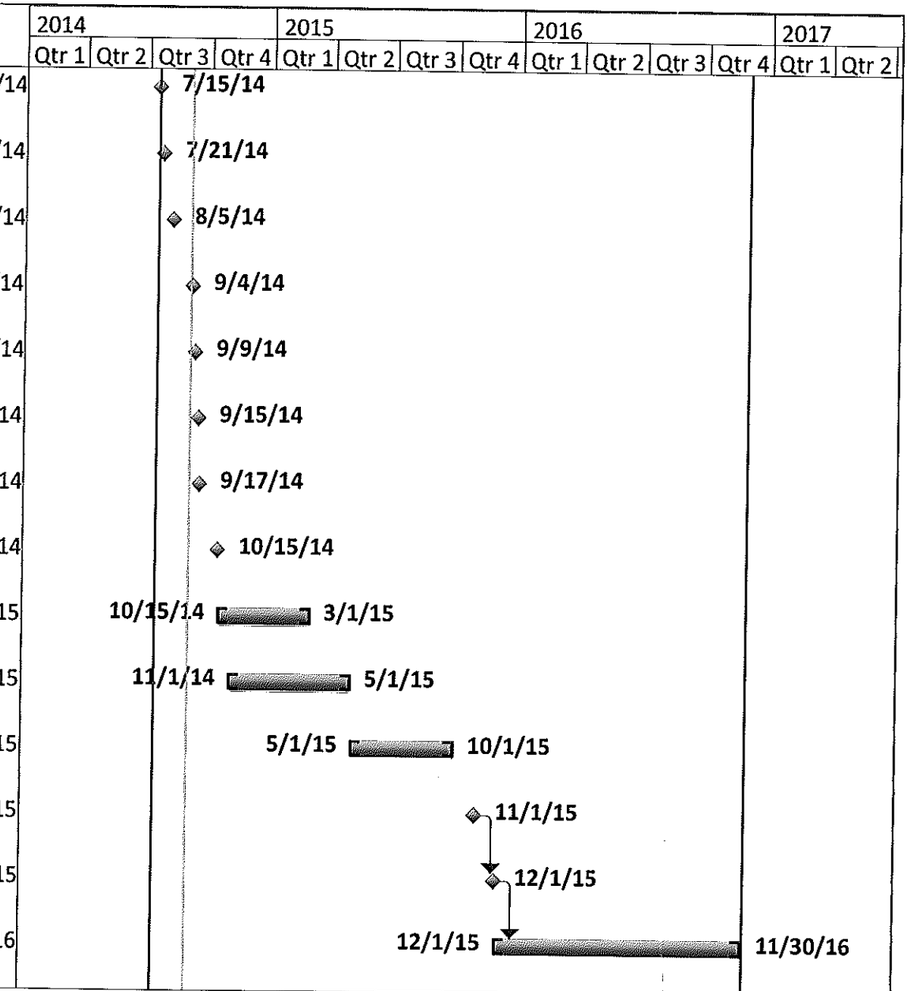
Note, according to the City of Tampa, in order to qualify for a PDA rezoning, the application must cover at least 50 acres. In order to accommodate this requirement, Shagbark will need the County to allow it to utilize the necessary acreage (even though undevelopable) to meet this threshold.

e) Provide a preliminary schedule including permits and approvals from any federal, state, or local gencies, to the extent such are required, and timing of any contemplated requests for federal, state or local resources, and the initiation, construction phasing, completion and opening of the qualifying project including major milestones and the proposed major responsibilities and timeline for activities to be performed by the County and the private entity.

Please find the preliminary schedule on the following page.

DEVELOPMENT PROPOSAL - PRELIMINARY SCHEDULE

ID	Task Name	Start	Finish
1	**Pre-Proposal Meeting No. 1**	Tue 7/15/14	Tue 7/15/14
2	**Pre-Proposal Meeting No. 2**	Mon 7/21/14	Mon 7/21/14
3	**Pre-Proposal Meeting No. 3**	Tue 8/5/14	Tue 8/5/14
4	**Proposal Opening Date**	Thu 9/4/14	Thu 9/4/14
5	**Public Meeting to Present Proposals**	Tue 9/9/14	Tue 9/9/14
6	**Evaluation Committee's Scoring & Ranking of Proposals**	Mon 9/15/14	Mon 9/15/14
7	**Final Ranking of Proposals by BOCC**	Wed 9/17/14	Wed 9/17/14
8	**Contract Approval to BOCC**	Wed 10/15/14	Wed 10/15/14
9	**Due Diligence Period**	Wed 10/15/14	Sun 3/1/15
10	**Rezoning by Developer (and Appeal Perid)**	Sat 11/1/14	Fri 5/1/15
11	**Design & Permitting by Developer (Public Input Required)**	Fri 5/1/15	Thu 10/1/15
12	**Close Date**	Sun 11/1/15	Sun 11/1/15
13	**Construction Start by Developer**	Tue 12/1/15	Tue 12/1/15
14	**Target Completion**	Tue 12/1/15	Wed 11/30/16



Project: P3 Development of New T
Date: Tue 9/2/14

Task		External Milestone		Manual Summary Rollup	
Split		Inactive Task		Manual Summary	
Milestone		Inactive Milestone		Start-only	
Summary		Inactive Summary		Finish-only	
Project Summary		Manual Task		Deadline	
External Tasks		Duration-only		Progress	

DEVELOPMENT PROPOSAL (CONT.)

6.2.3 Describe how the P3 development proposal will meet the Proposer's and the County's objectives and expectations as indicated in Attachment A.

Requirements as set forth in Section 2.0 of Exhibit A follow:

2.2: County must be provided with a location within the property for a future civic building with a first floor area of at least 20,000 square feet and 10,000 square feet upstairs:
The area designated for the cultural/theater facility will be able to accommodate a 30,000 square foot building.

2.3: County must be provided with an exclusive parking lot for use by the civic building and dog park, with no fewer than 250 parking spaces: Provided

2.4: County must be provided with an area for a dog park of not less than 3 upland acres: Provided

2.5: Elevation of commercial development should follow the design format of the Hunter's Green entrance, and be fully consistent with the Hunter's Green architectural and design standards:
To be accommodated, and called out in the proposed zoning approval (PDA) with the City of Tampa

2.6: The selected proposer will at a minimum be required to construct the following improvements [.....]:
All of the specifications, including items 1-10 for the dog park, and the civic parking lot, building pad area, infrastructure and utility stub outs, and storm water retention system for all public developments.

6.2.4 Describe the terms of the public private partnership proposal for the planning, design, execution, operations, and maintenance, of the development.

The Shagbark Team will handle all planning, design, and execution of the project, obtaining development approvals through the applicable City and County development departments. In addition, the County will provide comment and review of the proposed 5,000 square foot cultural center and theater facility.

State whether the County's property is proposed to be leased, purchased, or other proposed ownership structure. Provide a detailed term sheet if a lease or other alternative ownership structure is proposed. The Proposal must clearly identify which areas of the site are proposed to be in private ownership and/or control and which areas of the site are proposed to be in public ownership and/or control.

The enclosed conceptual site plan delineates the area of the 4.8 acres of commercial frontage property the Shagbark Team is proposing it obtain fee simple ownership to, in exchange for its completion of the publicly owned facilities. The county will retain ownership of the remainder of the 13.41-acre parcel containing its improvements and facilities.

6.2.5 Describe the design, construction and completion guarantees and warranties for all work proposed to be completed on county-owned land.

All work will be bonded through the General Contractor, Suffolk Construction, to the satisfaction of Hillsborough County.

6.2.6 Identify allocations of risk and liability, and assurances for timely completion of the project.

Risk and liability will be assumed by the Shagbark Team. Shagbark is willing to agree to a condition in its zoning approval (PDA with City of Tampa) that all County Minimum Development Requirements will be complete with a Certificate of Occupancy from the City of Tampa before it can obtain a Certificate of Occupancy for any development on the 4.8-acre commercial property.

DEVELOPMENT PROPOSAL (CONT.)

6.2.7 Identify the proposed risk factors and methods for dealing with these factors including a description of methods and remedies associated with any financial default.

The potential risk factor associated with Shagbark's proposal includes the completion of the County Minimum Requirements, once it has conveyed title of the 4.8-acre commercial parcel. As suggested in 6.2.6 above, Shagbark is willing to agree to a condition in its zoning with the City of Tampa to restrict any Certificates of Occupancy on the commercial property until all County Minimum Requirements have been completed. If this condition is not met, it will render the commercial property worthless, thus imposing a strict penalty on Shagbark if it does not complete its work.

6.2.8 Identify and fully describe any work required or otherwise to be performed by the County.

All work will be completed by the Shagbark Team.

6.2.9 Provide a proposed operating approach and estimated operating and maintenance costs for both public and private portions of the development.

Shagbark proposes to maintain for up to three years, through a professional management company, the County improvements, at the direct costs of such maintenance and upkeep plus a market management fee.

6.2.10 Provide a proposed schedule for the project.

Please see the schedule in Section 6.2.2 Project Overview.

6.2.11 In addition to other considerations in the review of the P3 Development Proposal, the EC shall consider the following:

a) How the proposed development best serves the County's public purpose.

The Shagbark proposal provides Hillsborough County and the New Tampa Community not just with a location for a future cultural and civic center, but the beginning of such facility coordinated with the master site development and dog park construction on the overall 13.4 acre property.

b) How the proposed development best meets the County's annual, capital improvement or other development policies, plans, goals or objectives.

The Shagbark proposal exceeds the County's goals as set forth in this RFP, as it includes a 5,000 square foot civic building that will be able to be used by the New Tampa community, once all work has been completed.

FINANCIAL VALUE TO COUNTY

6.3.1 Provide a financial analysis of the development, including the value of improvements the County will receive in exchange for use of its property. At a minimum, the financial value of the improvements should meet or exceed the value of the land.

The recent valuation by Vantix Realty Appraisal of the entire 13.4 acres value the commercial portion of the property at $10 per square foot, for an approximate 6.23 acre site. The Shagbark proposal and site layout designates an approximate need of 8.6 acres of land, to accomondate the County's improvements, only leaving approximately 4.8 acres to be utilized for commercial development [note, the Vantix appraisal which we presume uses the Englehardt, Hammer & Associates July 1, 2014 site plan, makes the assumption that the commercial tract is 6.23 acres, which as noted above we do not believe provides sufficient remaining land to accommodate the County's minimum requirements]. The Shagbark proposal values the 4.8-acre commercial property at $3 million, or $14.35 per square foot, 43% higher on a per square foot basis than the value concluded by the recent Vantix report. This strong valuation provides the value needed to complete all of the improvements included in the Shagbark proposal, to include the County minimum plus a 5,000 square foot cultural and theater building.

6.3.2 Describe the financial incentive or offer to County for use of the County property.

The Shagbark proposal provides the County with a 43% premium for future commercial land (after rezoning) of the parent 13.41-acre tract, than the County's appraiser values said land. This premium value to be paid to the County allows the Shagbark team to offer more than the minimum requirements as set forth in the RFP, specifically that the Shagbark team will also provide a 5,000 square foot building (expandable to 30,000 square feet) to the County designed to accommodate a cultural and theater facility.

6.3.3 Explain the financing plan of the project including identifying the source(s) and amount of debt and equity to be used to capitalize the qualifying project, the relationships (e.g., outside lender, parent company, etc.). Include each of the following set out in paragraphs (a) thru (i) and if due to the nature of the P3 proposal, state whether the requested information is inapplicable to the proposal:

a) Loan commitment letters and contact information for funding sources;

USAmeribank has been identified by Shagbark to provide the necessary construction financing for the project. Michael Leeds has been borrowing from USAmeribank for over 5 years. A letter from Vincent Chillura, Vice President (shown in 6.1.8), is provided evidencing Shagbark's relationship with the bank, and also its desire to provide the required debt financing for the project. Equity financing for the project will be funded by Michael Leeds and his other equity partners who have been investing with him for over 10 years.

b) The sources and anticipated amounts of working capital to cover operating costs and to adequately maintain operations from the start-up through completion; and

Predevelopment capital is available to Leeds via his own financial resources, as well as from predevelopment working lines of credit from the various banking relationships that he maintains.

c) Letters from lending institutions, not more than three months old that demonstrate the existence of liquid assets or suitable unencumbered lines of credit to carry out the predevelopment activities. Evidence of the private entity's liquid assets or some acceptable form of equity, shall be equal to the equity requirements of the prospective construction lender.

See the attached letter from Christie Garrido from BB&T Wealth on the following page.

BB&T

Branch Banking and Trust Company

Commercial Banking
400 North Tampa Street, Suite 2500
Tampa, FL 33602

August 28, 2014

Lender Reference Letter

Re: Letter of Support and Recommendation
Shagbark Properties, LLC (Michael Leeds)
P3 Development of New Tampa Community Park

To Whom It May Concern:

Michael Leeds and Shagbark Properties are longtime customers of BB&T and BB&T Wealth, in Tampa, Florida. Michael has many personal and business accounts with BB&T, with both significant cash deposits as well as investments in stocks and bonds.

In addition to his relationship with the commercial bank where he maintains an excellent relationship, Michael has lines of credit available for his discretionary use through BB&T Wealth.

Michael continues to be a valued customer of BB&T and BB&T Wealth, and I would be pleased to provide further insight on the Bank's relationship with him if needed.

Sincerely,

Christie Garrido

Christie Garrido
Vice President
BB&T

FINANCIAL VALUE TO COUNTY (CONT.)

d) Using standard estimating techniques provide a development budget detailing any anticipated land acquisition(s), the anticipated pre-development costs, and hard and soft costs from construction through occupancy.

Hillsborough County P3 Site Development, Hard, and Soft Cost Budget New Tampa Community Park	
Site Work	
Earthwork, Utilities and Stormwater	$490,000
Paving and Curbing	$200,000
Traffic Signal Modifications	$160,000
R.O.W. Turn Land Improvements	$355,000
Landscape & Irrigation	$125,000
Site Lighting	$100,000
Total Site Work	$1,430,000
Hard Costs	
Dog Park Improvements	$100,000
Theater/Cultural Center	$750,000
Total Hard Costs	$850,000
Soft Costs	
Survey, Soils, Wetland, Enviromental	$ 50,000
Architect, Engineer, Traffic	$270,000
Legal and Loan Expense	$184,000
Permitting, Approvals, Connections	$ 50,000
Contingency	$166,000
Total Soft Costs	$720,000
Total Project Cost	$3,000,000

FINANCIAL VALUE TO COUNTY (CONT.)

e) Provide a discounted cash flow analysis, for the duration of the qualifying project, including but not limited to: estimates of costs, operating expenses, capital reserves including replacement and re-tenanting reserves, net operating income, debt service, partnership percentages, disposition benchmarks, and calculations of net present value, internal rate of return.

N/A

f) Include a sensitivity analysis depicting the impacts due to escalations of expenses and revenue growth, and changes in financing terms or interest rates.

N/A

g) Include a list and the methodology of all underlying assumptions incorporated in the plan.

N/A

h) Outline the financial penalties, if any, that would result should the County terminate a qualifying project early or restructure the cash flows.

The County would need to reimburse the Shagbark team for its documented out of pocket costs for design, legal, application fees, lender fees, and other appropriate expenses, plus a break-up fee of $200,000.

i) Identify the need, if any, for the County to provide either its general obligation or moral obligation backing. The underlying assumptions should address this need and/or state that the credit would be via a "Service Agreement", for example. Any debt issuance should be expected to receive an investment grade rating from a nationally recognized bond rating agency. If the unenhanced rating is not investment grade, the County may require the use of credit enhancements.

N/A

j) If the private entity has chosen an underwriter(s), provide a breakout of the fees to any underwriting firm(s) and the type of obligation the firm(s) are using with a financing component. Be specific as to tax-exempt, taxable, floating rate, fixed rate, etc. If the private entity has not yet chosen an underwriter(s), the County reserves the right to have input into the selection of that underwriter(s).

N/A

6.3.4 In addition to other considerations in the review of the proposers' response to the "Financial Value to County" criteria, the EC shall consider the following:

a) Public funds and/or private financing is reasonably available for the proposed project.

N/A

b) The proposed project is economically feasible and the best use of County resources.

N/A