

AGENDA

TAMPA - HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY BOARD MEETING

October 29, 2018 at 1:30 P. M.

1104 East Twiggs Street, First Floor Board Room
Tampa, Florida 33602

If any person wishes to address the Board, a sign-up sheet has been provided at the entrance of the meeting room. Presentations must be limited to three minutes. When addressing the Board, please state your name and address and speak clearly into the microphone. If distributing additional backup materials, please furnish 10 copies for the Authority members and staff. Any person who decides to appeal any decision of the Authority with respect to any matter considered at its meeting or public hearing will need a record of the proceedings and, for such purpose, may need to hire a court reporter to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which an appeal is to be based.

I. CALL TO ORDER, INVOCATION and PLEDGE OF ALLEGIANCE

II. PUBLIC INPUT / PRESENTATIONS

III. APPROVAL OF MINUTES OF THE AUGUST 27, 2018 BOARD MEETING and OCTOBER 11, 2018 COMMITTEES AS A WHOLE MEETING

IV. DISCUSSION ITEMS

A. Operations & Maintenance Committee – Bennett Barrow, Chair

1. Electrical Upgrade for Dynamic Message Signs (DMS) – (Attachment) – Dave May, P.E., Staff

Purpose: To modify electrical supply circuits for the Dynamic Message Signs to make them compliant with current National Electric Code requirements. Plans were developed to identify the necessary upgrades and proposal were solicited from qualified electrical contractors following THEA's procurement policies. Two bids were received, and the recommended contractor's bid is below the HNTB estimate of costs.

<u>Bidder</u>	<u>Amount</u>
MJM Electric	\$687,316
Rob Michael	\$996,000
HNTB Estimate	\$880,512

Funding: \$687,316

Action: Approve the selection of MJM Electric Inc. of Tampa, FL in the amount of \$687,316.00 for the modification of the DMS electrical supply circuits and authorize staff to negotiate a contract for said services for signature by the Executive Director. Contract is subject to review by THEA General Counsel.

B. Planning Committee – Shaun Oxtal, Chair

1. Selmon Greenway (Attachment) – Bob Frey, Staff

Purpose: Due to the dramatic changes that we are seeing along the Greenway corridor, the “Master Plan” needs to be revisited to ensure that the concepts adopted match what THEA would like to see complement these new developments. This item consists of two task work order being authorized under the Miscellaneous Planning & Design Contract.

Master Plan Update - THEA adopted a “Conceptual Master Plan” in April 2015. The “Master Plan” identified areas along the Selmon Greenway to be beautified or developed as amenities for users of the trail. This document will be updated to reflect current conditions and needs, upon completion the final document will be brought back to the Board for Adoption.

Phase 4 Design – The next phase of the Selmon Greenway beautification is to develop design plans for the Greenway between Lee Roy Selmon Park at the intersection of Florida Avenue and Brorein to Jefferson Street. This project will develop design plans and construction documents. Construction is budgeted for FY 2020 in the CPMP.

Funding: Master Plan Update- \$30,000 Capital Budget (CPMP - HI-0136-DS-04)
Greenway Phase 4 Design- \$170,000 Capital Budget (CPMP -HI-0136-DS-05)

Total: \$200,000 Capital Budget

Action: Approval of Greenway Master Plan Update and Greenway Phase 4 for the Executive Director to execute Task Work Orders, in an amount not to exceed \$200,000, subject to available funding and Fiscal Year budget approvals.

C. General Counsel - Patrick Maguire, Esq.

1. Brorein Sale Closing (Attachment)

Purpose: To authorize Closing of Purchase and Sale Agreement between Tampa Hillsborough-County Expressway Authority (THEA) and Brorein Partners, LLC.

Sale Price: \$2,750,000

Action: Find that all conditions precedent in the Agreement for Purchase and Sale have been met and upon receipt of the Releases from CSX and Ardent Mills as required by the First Amendment to Interlocal Agreement between THEA and the City of Tampa, authorize THEA's Chairman to execute all documents necessary to close the sale, including a Second Amendment to Conagra Lease attached hereto.

2. Hillsborough County Property Related to Meridian Ultimate Concept *(Attachment)*

Purpose: To offer to purchase two parcels of Hillsborough County owned property for \$5,261,560.

Funding: Capital Budget: \$5,261,560

Action: Authorization for Executive Director to execute offer as attached hereto.

3. City of Tampa Metered Parking Increased Rate

Purpose: To authorize the City of Tampa (City) to increase the metered parking rate from \$0.75/hour to \$1.00/hour as a result of the City's termination of coin mechanisms for metered parking devices, which will now only accept paper money or credit/debit cards.

Action: Approve City's increase in metered parking rates from \$0.75/hour to \$1.00/hour.

D. Chairman – Vincent Cassidy

1. Acceptance of the Board Members' Evaluations of the Executive Director and General Counsel. *(Attachment)*

V. STAFF REPORTS

A. Operations & Maintenance *(Dave May, P.E.)*

B. Communications *(Sue Chrzan)*

C. Toll Operations *(Rafael Hernandez)*

D. Financial / Traffic & Revenue *(Amy Lettelleir)*

VI. EXECUTIVE REPORTS

A. Executive Director *(Joe Waggoner)*

1. Contracts Reporting

- a. Contract Increases & Changes (No Report)**
 - Construction / Capital Improvements**
 - Continuing**
- b. Upcoming Renewals & Expirations (*Attachment*)**
- c. Contract Close-out Report (No Report)**

B. General Counsel (*Patrick Maguire*)

C. Chair (*Vincent Cassidy, Chair*)

1. Upcoming Meetings - 2018 Board Meeting Schedule (*Attachment*)

THEA Committees as a Whole – November 5, 2018

THEA Board Meeting – November 26, 2018

2018 FAV Summit – November 27-28, 2018

THEA Committees as a Whole – December 3, 2018

THEA Board Meeting – December 17, 2018

2. Proposed Upcoming Meetings - 2019 Board Meeting Schedule (*Attachment*)

VII. OLD BUSINESS

VIII. NEW BUSINESS

IX. ADJOURNMENT

AUGUST 27, 2018
BOARD MEETING MINUTES

DRAFT

Tampa-Hillsborough County Expressway Authority
Minutes of August 27, 2018 Board Meeting
1104 E. Twiggs Street
Tampa, FL 33602

The Tampa-Hillsborough County Expressway Authority held a public meeting at 1:30 p.m. on August 27, 2018, at the Authority's Transportation Management Center, 1104 E. Twiggs Street, Tampa, Florida. The following were present:

BOARD:

Vincent Cassidy, Chairman
Bennett Barrow, Vice Chair
Shaun Oxtal
Mayor Bob Buckhorn
Commissioner Les Miller

STAFF:

Joe Waggoner, Patrick Maguire, Amy Lettelleir,
Sue Chrzan, David May, Bob Frey, Christina Kopp,
Rafael Hernandez, Debbie Northington, Man Le,
Elizabeth Gray, Max Artman, S. Morgan Holmes,
Brian Ramirez, Carl Shack, Shari Callahan, Anna
Quinones, Judith Villegas, Carlos Armijo, Donna
Obuchowski

F.R. ALEMAN & ASSOCIATES:

Bahman Behzade

CRISTO REY TAMPA:

Maria Vaca

FTN FINANCIAL:

Jonathan Ruth

HDR:

Steve Ferrell

HILLTOP SECURITIES:

Mark Galvin, Joel Tindal

HNTB:

Jim Drapp, Al Stewart

MASTERSON ADVISORS:

Ed Stull

PLAYBOOK:

Todd Josko, Carlos Ramos

RAYMOND JAMES:

Rick Patterson, Mary Beth Hargrove

STOKES CREATIVE GROUP:

John Melendez

VOLKERT:

Roger Menendez

WSP:

Jeff Diemer

WTSP CHANNEL 10 NEWS:

Noah Pransky

I. CALL TO ORDER, INVOCATION and PLEDGE OF ALLEGIANCE

Chairman Vincent Cassidy called the meeting to order at 1:33 P.M., followed by General Counsel Maguire leading in the Invocation and recitation of the Pledge of Allegiance.

Chairman Cassidy reported into record that FDOT D-7 Secretary Gwynn will not be in attendance today due to a preexisting conflict in his schedule. Mr. Daniel Alvarez was unable to attend due to an unexpected work conflict. Quorum is met, and the meeting will proceed.

II. PUBLIC INPUT/PRESENTATIONS

Chairman. Cassidy called Ms. Marie Vaca to the podium who introduced herself and addressed the Board. Ms. Vaca noted she represents Christo Rey Tampa High School as the Director of the Corporate Work Study Program. Ms. Vaca noted she is here today as more of a thank you to Mr. Cassidy and Ms. Lettelleir who have agreed to partner with Christo Rey Tampa High School. She noted the Mission of the school is to provide students from economically disadvantaged backgrounds with an opportunity to work and learn and contribute to the bottom line, making a difference in the community. Ms. Vaca noted the Christo Rey Tampa School is a member of a network of 35 schools across the country. The Mission is to provide an opportunity for students that otherwise would not be able to graduate from not only high school, but college and mentor them all the way through. This partnership that the school is embarking on with THEA is an opportunity to show these students the business environment. Typically, most students do not have that opportunity until they attend college in the form of an internship. Christo Rey Tampa School provides this at a very early age. Currently they have 49 partnerships across Tampa and are continuing to grow in their third year of operation.

Mr. Cassidy thanked Ms. Vaca and noted THEA is excited to be a part of their efforts. Mr. Cassidy noted he had visited a month ago and in that one month's time the school has already filled all their needs and companies are now on waiting lists in order to get these qualified students. Ms. Vaca noted just this morning HNTB also became a partner.

III. CONSENT AGENDA

Chairman Vincent Cassidy noted that all items presented under the Consent Agenda were distributed prior to the meeting to allow ample time for Board review. Items listed under the Consent Agenda include:

- A. Approval of Minutes of the June 25, 2018 Board Meeting**
- B. HNTB Task Work Orders (9) totaling \$1,173,625 for capital projects previously approved in the approval of the 2019 Budget and Work Program**
- C. Upcoming Board Member Travel for Chairman Cassidy to attend the upcoming IBTTA Annual Meeting.**
- D. CPMP Support Task, WSP, totaling \$106,153.**

A motion was made by Mayor Bob Buckhorn and seconded by Mr. Bennett Barrow to approve the Consent Agenda as submitted. There was no further discussion; the vote was called, and the motion carried.

IV. INFORMATIONAL / ACTION ITEMS

A. Operations & Maintenance Committee

- 1. Administrative & Operations Network Security – David May, P.E., Staff**

Mr. May addressed the Board noting the first item is the security assessment for the administrative and operations network, which is basically a cybersecurity contract to enable a firm to try everything they can to break in to try to hack our networks. Multiple firms submitted proposals to the RFP with a range of those less than \$20,000 to over \$320,000. The evaluation team shortlisted the firms and the top ranked firms were the same for each individual on the evaluation committee consisting of three individuals. The shortlisted firms are MGT which was highest ranked, Securance was second ranked, and the third ranked firm being United Data Technology.

Mayor Buckhorn made the following motions, seconded by Mr. Oxtal: a) The Board approves the ranking and selects MGT Consulting Group and directs staff to negotiate and execute a contract for administrative and operations network cyber security assessment services. If negotiations are unsuccessful, staff shall negotiate with the next firm that received the highest points. Contract execution is subject to final review and approval by THEA General Counsel; and b) The Board approves and directs staff to negotiate a push-button contract with the second (Securance) and the third ranked firms (United Data Technology), if needed.

Chairman Cassidy noted cybersecurity is critical. Mr. May noted this is a well-regarded large firm who has over 35 software applications they are going to try to use to break into the system and to show us where we have deficiencies. Mr. May is looking forward to learning their results and recommendations.

There being no further questions or need for further clarification, the vote was called, and the motion carried.

2. Railroad Track & Signalization Maintenance and Repair RFQ – David May, P.E., Staff

Mr. May reported on the results of an RFQ for the railroad maintenance contract to provide monthly maintenance inspections and repairs of all THEA railroad tracks, switches, crossing and signal equipment by an experienced Federal Railroad Administration qualified inspector including turf and vegetative management of THEA railroad right of ways. Mr. May explained the previous contract with Bridges has expired and THEA is currently on an extension. The funding comes from the Operation & Maintenance Budget. Two bids were received from C.J. Bridges and R.W. Summers Railroad Contractors. It is believed the difference in price is due to travel from the middle of the state, which is where R.W. Summers is headquartered. The evaluation committee recommends approval for C.J. Bridges which is the same firm, although owned by different individuals now, to continue with this contract. The cost of this is estimated at \$84,902.

Mr. Barrow made the following motion, seconded by Mayor Buckhorn authorizing the selection of C.J. Bridges and directs staff to negotiate and execute a contract for the Railroad Track & Signalization Maintenance and Repair services not to exceed \$84,902. If negotiations are unsuccessful, staff

shall negotiate with the next lowest bidder, if necessary. Contract execution is subject to final review and approval by THEA General Counsel. There being no questions or need for further clarification, the vote was called, and the motion carried.

3. Load Center Upgrades ITB – David May, P.E., Staff

Mr. May explained the load center upgrade, or the lighting centers on the South Selmon section, encompass the electrical supply boxes for the lighting systems on THEA's roadway. These systems were the original and need to be replaced. The work shall include complete testing of all electrical systems at the completion of work and making any changes or adjustments necessary for the proper functioning of the system(s). Two proposals were received: Highway Safety Devices and Rob Michaels, Inc. Highway Safety's proposal was \$176,000 which is in line with the engineer's estimate. The funding comes from the capital budget.

Commissioner Miller made the following motion, seconded by Mr. Oxtal that the Board selects Highway Safety Devices and directs staff to negotiate and execute a contract for load center upgrades services not to exceed \$176,000. No further discussion, the vote was called, and the motion carried.

4. Reversible Express Lanes (REL) Resurfacing ITB – David May, P.E., Staff

Mr. May explained this item is for resurfacing for the reversible lanes on the eastern side of the facility to include all the labor, equipment, materials, tools, transportation, supplies, insurance, incidentals, mobilization, demobilization and maintenance of traffic necessary to provide pavement restoration, rehabilitation, and resurfacing of the Selmon Expressway REL. The project length is approximately 7.4 miles. Four solid contractors came in for bid all within 10% of each other.

Mr. Oxtal made the following motion, seconded by Commissioner Miller approving the selection of Hubbard Construction who submitted the lowest qualified bid and directs staff to negotiate and execute a contract for REL resurfacing services. If negotiations are unsuccessful, staff shall negotiate with the next lowest bidder, if necessary. The four bids received are as follows: 1) Hubbard Construction at \$936,024; 2) Preferred Material at \$944,508; 3) Lane Construction \$945,025; and 4) Ajax Paving \$971,171.

Chairman Cassidy questioned the cost of the resurfacing. Mr. May noted THEA is enabling the shutdown of the facility in order to accomplish the work which drastically reduces, if not eliminates, their maintenance of traffic costs and expenses allowing them to finish quickly. There is also a very favorable price on asphalt currently. The hours of closure will be at night from 7:00 PM to 5:00 AM and will not interrupt commuter traffic. Mr. Waggoner noted there is enough capacity on the local lanes during the above hours to address any demand that is being offset by the REL closure.

There being no further questions or need for further clarification, the vote was called, and the motion carried.

B. Planning Committee

1. 19th Street Trailhead at Selmon Greenway Design Services –Bob Frey, Staff

Mr. Frey explained this is to provide design services for the 19th Street Trailhead. This is the end of the Selmon Greenway which starts on Ashley and finishes in Ybor. Most of the work has been completed from Ashley to the Meridian area. This will be the first project in the Ybor side. The funding for this project is \$84,000; \$40,000 of which will come from FDOT as part of their local area program (LAP). The remaining \$43,952 will be THEA funds.

Mayor Buckhorn made the following motion, seconded by Commissioner Miller authorizing the Executive Director to execute a contract with Johnson, Mirmiran & Thompson (JMT) for design services of the 19th Street Trailhead at Selmon Greenway.

Chairman Cassidy requested confirmation this request is just for design. Mr. Frey confirmed and noted THEA will have \$400,000 of LAP funds from FDOT available in 2020 for construction.

There being no further questions or need for further clarification, the vote was called, and the motion carried.

2. CV Pilot Phase 3 Operations – Bob Frey, Staff

Mr. Frey reported this is an information item notifying the Board THEA will be moving to Phase 3 of the Connected Vehicle Pilot which will end our design and deployment phase. Once we move to Phase 3 THEA will be taking the information from the public driving on THEA's roadways and sending it to USDOT for use throughout the nation.

Chairman Cassidy questioned how many people have volunteered? Mr. Frey reported currently there are 600 installed onboard units in the vehicles and 3,000 appointments. These appointments will need to go through the qualifying process before appointments for these vehicles may be confirmed. Hoping to meet 1,600 vehicle goal by December 31, 2018. Mr. Frey reported THEA just sent out the second recruitment with a very well received response.

Mr. Frey reported this morning the THEA CV Pilot Team met with the Nation of France Research and Development Ministry. This project has received international notoriety hosting visitors or inquiries from France, Israel, Australia and Japan.

C. Public Outreach & Communications Committee

1. Resolution #660 Honoring Paul Steinman – Sue Chrzan, Staff

Ms. Chrzan noted the Resolution for honoring Paul Steinman was provided in the packets for review. Ms. Chrzan noted every time a Board Member leaves THEA creates a Resolution honoring their services.

Mayor Buckhorn made the following motion to move for adoption of Resolution #660 honoring Paul Steinman as written and provided in the August 27, 2018 Board Meeting packet. The vote was called, and the motion carried.

V. STAFF REPORTS

A. Operations & Maintenance - (Dave May, P.E.)

Mr. May provided an update on the Selmon West Extension noting the project continues under construction. The interchange area has been cleared of trees and vegetation. New lanes are being routed and ready to start switching two-way traffic over onto the bridge in order to move the other bridge. Work continues in the casting yard. Currently at \$67M at this point of expenditures. The contract is currently 22 additional days due to holidays and weather. Aerial photographs were presented showing the progress in the field including the casting yard. Mr. May reviewed each photograph in detail.

Chairman Cassidy questioned if the construction speed limit is being obeyed. Mr. May reported THEA is taking all precautions to try to enforce the 45mph speed limit in order to make a safe construction environment.

Mr. May reported the South Selmon Safety Project is out for proposal preparation currently. Three firms are preparing proposal to widen the median and put a barrier wall in and pave the area next to the barrier wall for safety purposes. We expect to be awarding this in December 2018.

Resurfacing for the East Selmon will start on September 9, 2018 from 78th Street to the east. Mr. Waggoner clarified this contract was awarded at a previous Board Meeting. Chairman Cassidy questioned if these resurfacing projects were being done at the same time. Mr. May clarified they will not be going on at that same time.

Wrong-way driver emblems are in for Falkenburg. The equipment is being installed at 50th Street along with the cabinets and will be scheduling the installation of the Wrong Way Driver with the radar and flashing lights within the next 30 days.

B. Communications - (Sue Chrzan)

Ms. Chrzan provided an additional update on the Selmon Extension reporting THEA is onsite everyday with the businesses and communities to let them know what is going on and help them understand what they will be seeing in the upcoming days. The first business meeting was held last month with approximately 16 businesses in attendance with a variety of different concerns and issues although this venue provided a means for THEA to be able to help them

along and resolve their concerns. A tour of the Selmon Extension Project and the casting yard will be planned for the Board when it gets a bit cooler.

The FAV Summit will be held on November 27-28, 2018 at the Marriott Waterside. The Agenda has almost been finalized with expectations to post by September 7, 2018. Registration is open. Please visit <https://favsummit.com/>

C. Toll Operations (*Rafael Hernandez*)

Mr. Hernandez reported THEA realized an increase for the month of May 2018 in both toll accounts for the processing of transactions with 6.3% for total accounts and 5.9% for total transactions. The breakdown by SunPass and Toll By Plate (TBP), as depicted in the pie chart in the presentation, are staying consistent with previous records. The month of June 2018 reveals an increase of 10.1% for total accounts and 6.1% for transactions.

Average daily traffic for the month of May 2018 reveals a 5.4% increase on the west side of the facility. Combining the reversible express lanes on the east section along with the local lanes shows a 4.6% increase on the east side of the facility.

D. Financial / Traffic & Revenue (*Amy Lettelleir*)

Ms. Lettelleir reported tracking right on budget for O&M for May 2018 and at approximately 88% for the capital budget expenditures.

THEA toll revenue for May 2018 is \$6.7 million. As illustrated on the slide presentation table there were 5.1 million indicated and loaded transactions in May 2018 which is 4.0% higher than May 2017. The month showing increased transactions, but decreased revenues is explained by the preparation for migration to CCSS. Reported transactions in June will be counted in May when the reconciliation is complete with CCSS.

Ms. Lettelleir provided information on what things may have been if there had not been a toll suspension in September. There is an illustration through May 2018 of transactions as if toll suspensions did not happen. A conservative assumption of a 4% increase in traffic reflecting an increase in traffic through May for the year over 2017 of 5.33%. Similarly, if revenues hypothetically increased 4% in September through May 2018, revenue for the year over May 2017 would have increased 7.2%.

Ms. Lettelleir reviewed the FTE advances THEA has been receiving explaining they represent a typical week's volume of toll transaction revenues. A larger amount was received on July 20, 2018 (\$4.865 million), which was to help the agency catch up in revenues because THEA had received only two payments in over a month's time. These advances are representative of both SunPass transaction revenue and TBP transaction revenue of a typical week's volume. The reconciliation is continuing and expect to be able to close and fully reconcile June in the next few weeks. Ms. Lettelleir is on daily calls for CCSS and weekly CFO calls going through account by account to ensure THEA is able reconciliation fully and close the year.

VI. EXECUTIVE REPORTS

A. Executive Director (*Joe Waggoner*)

1. Contract Reporting

a) Contract Renewals & Expiration

Mr. Waggoner reported notice to the Board of the upcoming contracts expiring with options to extend both the Infotech Design Solutions contract as well as the Jacobs Engineering Contract. THEA's intent is to renew the first option, unless the Board indicates otherwise. The third contract which is the Intelligent Transportation System Network will be put back out for bid since we have reached the end of the term on this contract. THEA will ask for direction at the next Board Meeting if it differs from this intended direction.

B. General Counsel (*Patrick Maguire*)

Mr. Maguire had no new report.

C. Chair (*Vincent Cassidy, Chairman*)

1. Upcoming Meetings

Chairman Cassidy indicated the September THEA Board meetings will be cancelled. There will be an October 15, 2018 THEA Board Committees as a Whole Meeting. The next regularly scheduled Board Meeting is scheduled for October 29, 2018.

VII. ADJOURNMENT

There being no further business to come before the Board, Chairman Cassidy adjourned the meeting at 2:16 p.m.

MINUTES OF THE AUGUST 27, 2018 AUTHORITY BOARD MEETING

APPROVED: _____
Chairman: Vincent J. Cassidy

ATTEST: _____
Vice Chair: Bennett Barrow

DATED THIS 29th DAY OF October, 2018

OCTOBER 11, 2018
BOARD COMMITTEES AS A WHOLE MEETING MINUTES

DRAFT

**TAMPA - HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY
BOARD COMMITTEES AS A WHOLE MEETING**

Thursday, October 11, 2018 at 1:30 P. M.

Location: 1104 East Twiggs Street, 3rd Floor Conference Room
Tampa, Florida 33602

Attendees: Vincent Cassidy, Bennett Barrow, Daniel Alvarez, Shaun Oxtal, FDOT-D7 Secretary David Gwynn, Joe Waggoner, Patrick Maguire, Phil Eshelman, Ed Stull, Jim Drapp, Al Stewart, Chris Piazza, Amy Lettelleir, David May, Sue Chrzan, Bob Frey, Christina Kopp, Rafael Hernandez, Man Le, Brian Ramirez, Elizabeth Gray, and Donna Obuchowski.

Chairman Cassidy requested Mr. Frey start the meeting off with the first Agenda item.

I. Planning Committee – *Shaun Oxtal, Chair / Bob Frey, Staff*

A. Evaluation – Pinellas County Project(s)

Mr. Frey reported on the McMullen Booth, East Lake Road Toll Sketch Analysis. THEA has moved forward with Pinellas County to discuss a potential toll road opportunity consistent with THEA's Strategic Plan moving forward with regional partnerships in adjacent counties. East Lake project will expand from Key Stone Road in the North to State Road 60 in the south. The corridor essentially connects the Bay Bridge to Pasco County. The current level of service is "F" and is experiencing significant volumes. The current County Administrator, Mr. Mark Woodard, invited THEA to work with Pinellas County to identify potential projects. The benefits of this project include relieving congestion on US 19 as well as the potential to generate toll revenues to support construction and operations of a commuter bus service.

Three types of analyses were conducted to include: Traffic and Revenue; Sketch Level Concept Development; and Transit/STOPS analysis. The first scenario consisted of a four-lane toll road with one segment elevated for a stretch of 7 miles and another segment at grade level with overpasses at intersections for approximately 6 miles opening January 1, 2025 with all electronic tolling (AET) with standard toll policy consistent with the Selmon Expressway. The construction cost is approximately \$2.0 billion with \$330 million in bond revenue, leaving a shortfall of \$1.7 billion.

After discussions with Pinellas County, THEA explored the possibility of reversible lanes. The findings revealed the traffic supports a 2-lane reversible would reduce the structure width and allow THEA to stay within the right-of-way along McMullen reducing costs. The traffic demand is directional southbound in the a.m. peak and northbound in the p.m. peak. Using a revenue optimized toll policy scenario results dropped the cost to \$1.1 billion with approximately \$230 million in bond revenues leaving \$885 million.

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Chairman Cassidy questioned the difference in cost between these two scenarios and resultant bond revenue. Mr. Waggoner explained these are rough estimates that need to be reviewed more closely. Chairman Cassidy questioned the driving factor as to why Pinellas County wanted to build this road. Mr. Frey reiterated currently McMullen Booth is at Level Service "F" and approximately 40% of the trips are coming from Pasco down to Route 60 and back. No additional rights-of-way would be required. Further analysis of the reversible lanes revealed a cost reduction, respond to traffic, and minimize the footprint. The funding is still an issue. Currently under consideration are ways to reduce the cost and lower the contribution for the County. THEA's next steps are to explore Federal/State funding opportunities, consider toll road financing and innovative multi-modal project collaboration, as well as the potential to incorporate transit as equity partner (bus toll lane concept). A brief explanation of the buss toll lane concept was provided.

If THEA was successful with obtaining alternate funding, construction costs remain at the \$1.1 billion with 1/3 from Federal funding (\$375 million); 1/3 from the State (\$375 million); and local share of \$375 million (\$195 bond revenues and \$180 County).

A meeting is scheduled with Mr. Woodard from Pinellas County to update him on the status of analysis and input from all Pinellas County Commissioners, MPO, PSTA, and Pinellas County staff. THEA will be invited to the October 23, 2018 Pinellas County Board and request to enter into an interlocal agreement to negotiate details up through PD&E level and then at that point revisit viability to proceed. The cost up through the PD&E level will be 50:50 split with money being recouped with the financing of the project. Chairman Cassidy questioned how much that would be. Mr. Frey indicated an estimate of approximately \$3 million PD&E so approximately \$1.5 million.

Secretary David Gwynn questioned what Federal Agencies THEA is considering? Mr. Frey indicated THEA would start with the basic bus toll lanes FTA, New Starts or through the legislature. THEA has also identified some other technology grants from FHWA or other combination to move this forward. THEA would be working closely with their Financial Advisors and come back to the Board for approval of our Financial Advisor to put together that package that works best for both Pinellas County and THEA. Secretary David Gwynn noted TBARTA is also going with an application for PD&E for the Regional Catalyst Project which includes a bus system that goes down portions of the interstate and express lanes. TBARTA is currently working on the feasibility study. Mr. Frey explained the timeline and project development process reviewing the 8 steps in the process. THEA has completed the first step (sketch level analysis). The next steps will include an interlocal agreement and developing a financing scenario. A meeting is scheduled with Mr. Woodard for tomorrow with the plan to present to the Board of County Commissioners on October 23, 2018. Chairman Cassidy indicated he hopes the incoming County Administrator has the same amount of enthusiasm about this project as Mr. Woodard. Mr. Frey explained the incoming County Administrator comes from the Chicago area and is familiar with the Illinois tolling. Mr. Waggoner explained THEA was not optimistic with what the analysis revealed and halfway expected the County would shy away when they saw the local share. Instead they would

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like for THEA to continue with the project development process and have agreed to share in the cost of doing so. FDOT D-7 Secretary Gwynn's only request was to keep Ming Gao involved in discussions. Mr. Frey noted he has already discussed this project with Ming Gao and had a meeting set with Mr. Ed Coven for last Tuesday that was cancelled due to Hurricane Michael. Chairman Cassidy asked that Mr. Frey keep the members of the Board informed of updates.

II. Finance & Accounting Committee – Commissioner Les Miller, Chair / Amy Lettelleir, Esq., Staff

A. Financial Update

Ms. Lettelleir stated that due to the difficulties with CCSS THEA has not been able to reconcile June 2018, July 2018, August 2018 or September 2018, but this is the best projected reconciliation that both Toll Operations and Finance agree on. Subject to amendment once THEA is able to reconcile.

Chairman Cassidy questioned if there is a chance that this would delay THEA's Audit and Financial Statements? Ms. Lettelleir explained THEA's auditors are scheduled to come next week and she feels THEA has very strong numbers for them. There is potential that there will be an amended financial statement afterwards resulting from not receiving the information from the system. Chairman Cassidy then questioned if this warranted a disclosure to the Bond holders. Ms. Lettelleir noted that is where THEA is, and that THEA is assessing this with the other agencies. FTE and MDX have not done so at as of yet, but we are at the point where we are discussing it. Once you do this you are compelled to continuously update as there are changes. At this point, because it has been delayed so long, it is on the front burner. We need to have the same messaging as they do. FTE did a disclosure a couple months ago and then one more recently of all the good things that have happened. It was noted that FTE will be going into the bond market within the next two weeks.

Ms. Lettelleir provided a report on the financial status of the agency as of June 30, 2018. The general administrative expenditure for FY2018 is right on budget. O&M expenditures were approximately 80% of the budgeted amount. R&R, while it was only 30% of the budgeted amount, together with the 95% of budget expenditures for capital projects represents 80% of the work program budget for FY2018. At the end of FY2018 THEA's cash and investments of approximately \$363 million.

Once again, Ms. Lettelleir noted, these following numbers need to be reconciled with FTE. SunPass revenue for FY2018 is approximately \$58 million, toll-by-plate (TBP) revenue \$8.9 million. I-4 Connector \$1,184,284 is also missing the reconciliation with FTE. Collections revenues are spot on at \$6.8 million and miscellaneous revenue is \$50,000 for a total collected of \$75 million. Estimated reconciliation for June of \$5.9 million. Total toll revenue for FY2018, subject to reconciliation, \$85.5 million.

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Chairman Cassidy requested clarification on what is included in collections, estimated reconciliation and accounts receivable. Ms. Lettelleir and Mr. Hernandez provided detailed explanation to Chairman's understanding and satisfaction. Chairman Cassidy then questioned being that we are now in October, what do our accounting records say when you have to write something off as doubtful accounts. Ms. Lettelleir and Mr. Waggoner explained that they do not think any of the values shown on the Toll Revenues slide through 6/30/2018 will be subject to write-off. Ms. Lettelleir explained these will be categorized on the Balance Sheet as allowance for doubtful accounts based on what is at ETAN.

Other revenues for FY2018 can be closed out which includes leases and interest and investment accounts.

Unbilled Toll by Plate is approximately \$4.4 million from January 2018 to May 2018 that was migrated to CCSS and has not been reconciled. From June to September 2018 there is \$5.8 million in CCSS for a total of \$10.5 million.

Ms. Lettelleir provided a financial update and where THEA is in this process with regards to CCSS. Ms. Lettelleir explained THEA has negotiated with FTE an annual budget that THEA pays monthly for the cost of the CCSS system. Through October 1, 2018 THEA has paid \$1,565,605; however, based on the issues that have happened we have renegotiated for a lower annual budget that decreases cost \$480,000 and reduces revenue sharing of \$1.2 million.

Mr. Barrow questioned if we were in constant communication with auditors regarding disclosures and to stay on top of this as far as what is required and the path to take. Ms. Lettelleir explained the CFO's of MDX and FTE are all in constant communication on a weekly basis. Mr. Barrow questioned what the estimated date is on when this will be reconciled? Mr. Hernandez explained of the unpaid toll-by-plate indicated revenues of \$10.5 million, approximately \$1.0 million in transactions have already been billed twice by FTE and will escalate to THEA collections. The other transactions are forecasted to be invoiced in October, however CCSS continues to have technical issues. THEA is considering a Plan B because the \$10.5 million in revenues continue growing estimated to be approximately \$1.5 million per month in TBP revenue, to proceed with the estimated \$9.4 million in transactions can be processed by THEA's revenue debt collector under a new agreement for 1st party revenue collections. If needed, we are ready to engage in Plan B that will essentially take all of these account receivables and invoice them. Mr. Waggoner noted currently we are staying with DOT; but if this schedule keeps slipping, there may come a time when THEA staff will come to the Board to authorize THEA go to DOT and suggest this Plan B. THEA will not do this until consulting with FTE and DOT.

Chairman Cassidy wanted to know why THEA would not take this off their hands now and give them some relief. Mr. Waggoner said we could talk to FTE and DOT about this. THEA does not want to take a unilateral action without at least discussion. Chairman Cassidy believes this would help them. Mr. Waggoner is willing to move forward with discussions with FTE and MDX. It was mentioned that prior to this go-live with CCSS, ETAN, while they are THEA's debt collector,

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they were MDX's TBP processor and customer service entity. They have experience and know how to do it. If, however, there are only one or two of us that move in this direction it could be problematic down the road. Chairman Cassidy feels THEA should move down this road to see if you can get them to join THEA. Chairman Cassidy then requested confirmation that SunPass and TBP are 98-99% different clients. Mr. Waggoner explained that would be why you would need to talk to FTE and have them onboard because if THEA was to take it over the first thing that would need to be done with a TBP transaction is to bounce it off your SunPass customer list to ensure it is not an I-toll. This would be a belts and suspenders start up if we took this over. If THEA took this back, we would agree to the same terms as DOT and not be charging administrative fees for invoices sent out on things that have been collected and sitting in the queue currently. It needs to be a group agreement in order to make it work.

Ms. Lettelleir noted the SunPass actual reconciled toll revenue is being sent to THEA weekly and that is enough to cover debt service and OM&A. THEA has been receiving actuals since September 2018. SunPass backlog is gone. We are now dealing with delays related to TBP.

III. General Counsel – Patrick Maguire, Esq.

A. First Amendment to the Interlocal Agreement between Tampa Hillsborough County Expressway Authority (THEA) and City of Tampa (City)

Mr. Maguire reported the original ILA contemplated the City condemning the Ardent Lease and the CSX railroad easement in order to allow construction of a connection from replatted East Cumberland to Meridian Avenue (C-M Connection). The City acquiring Ardent and CSX's interest in property was a prerequisite to THEA conveying Brorein property to SPP. The ILA agrees that THEA cannot convey, nor can the City convey, until there is control of the C-M Connection. The condemnation was abandoned by the City. The First Amendment, which the City Council approved on October 4, 2018, provides for a voluntary termination of Ardent and CSX interest in the C-M Connection to be effective November 1, 2020. That is when construction is anticipated to open Cumberland to Meridian. SPP has agreed to be bound by the ILA's exhibits for the construction and setbacks needed by THEA for the relocation of the Morgan Street ramp in its Development Agreement with the City and THEA maintains control of the design and construction of the improvements of the C-M Connection. The ILA is inline with THEA's requested changes to the DA which were agreed to by SPP and City. On Monday, October 15, 2018, Ardent and SPP are scheduled to close on the mill and as part of the closing they will obtain the executed releases for THEA. These releases along with the execution of this Amendment to the ILA will allow for THEA to close on the sale of Brorein. General Counsel will be coming back to the Board on October 29, finding that all conditions precedent to the closing have been met and to authorize THEA's Chairman to sign all documents necessary for the closing of the purchase and sale agreement between Tampa Hillsborough-County Expressway Authority (THEA) and Brorein Partners, LLC.

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Mr. Maguire read exact language from the DA stating “SPP agrees that the City shall not issue any temporary or permanent certificates of occupancy (CO) for any development within the replat until the C-M Connection has been constructed, accepted by the City and THEA, and open for normal traffic operations.” Chairman Cassidy questioned the outline of the replat. Mr. Maguire with the help of Mr. Jim Drapp provided this information. Chairman Cassidy requested confirmation that nothing that SPP has broken ground on thus far lies within the replat area besides the Medical School and the chiller plant. Chairman Cassidy questioned if THEA was prepared to provide waivers for certificate of occupancy’s for projects within the replat area? The Medical School is scheduled to open by Fall 2019. Mr. Maguire noted plans and designs for the intersection will be simultaneous. Chairman Cassidy requested Mr. Maguire confirm the timing of delivery of the Medical School and the chiller plant projects. Mr. Maguire explained the ILA does not cover this concern and is in the Development Agreement. Mr. Maguire will provide the answers to these concerns prior to October 29, 2018. Chairman Cassidy reiterated that this First Amendment to the ILA has nothing to do with this issue regarding final consent of construction plans of that intersection. Mr. Maguire explained that this Amendment covers that neither THEA or the City can convey Brorein until we obtain the releases from Ardent and CSX and this Amendment does not cover the issue of concern. Mr. Maguire further explained that this obligates the City and SPP under the Developer Agreement provide improvement of Cumberland Street in a manner acceptable to Seller. Mr. Waggoner requested that Mr. Maguire verify if there are elements within the replat area that are anticipated to be opened for use prior to 2020. Will there be any certificate of occupancy within the replat area that will be requested before Cumberland is open? If so, what are they and when will they be requested. The main item the First Amendment provides THEA is the obligations to obtain the CSX and Ardent Releases, which would have been the condemnation last summer. This is the mechanism for that. We do not have to close on Brorein if we are not satisfied with the answers on October 29, 2018. If we do not approve this First Amendment today, the Ardent Mills/SPP Closing will not occur on Monday as scheduled.

Mr. Drapp questioned if Mr. Maguire had a document that specifies what Blocks are within the replat? Mr. Maguire provided a map of the Phase I to Mr. Drapp along with Block G.

Mr. Oxtal questioned why this is the first the Board is hearing about this today when this needs to be approved today.

Mr. Maguire announced the only two excluded from the above-mentioned requirement are Lots “G1” and “G2”, which are the medical school. The chiller according to Mr. Drapp is Block “I”. Mr. Maguire noted the chiller plant is not in the plat subject to this agreement and the medical school is excluded.

Chairman Cassidy noted if they were aggressive and needed a CO by April 2021, THEA would need to consider giving a waiver at that time. Mr. Drapp stated they should be able to get the intersection complete by then. If they need it, they can get the design done with plenty of time and start construction as soon as November 1, 2020 and easily be done by April 1st. Chairman Cassidy noted this is based under the assumption that all goes according to plan. Ardent has to be gone in

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order to meet our requirements. Mr. Drapp explained Ardent has no choice since they are selling the property to SPP on Monday and SPP is agreeing in that deal to release it back to Ardent for 24 months and will have to pay \$165,000 although the rail is gone.

Mr. Waggoner asked if the certificates of release from Ardent and CSX are contingent or irrevocable and absolute? Mr. Maguire confirmed they are irrevocable, and they will be executed at the SPP-Ardent closing. He then asked what is the date that will be included of when Ardent gives up all rights to that property? Mr. Maguire answer – November 1, 2020. Mr. Drapp questioned if the railroad crossing segment or whatever segment of the service rail line that is needed to build Cumberland is surrendered entirely by Ardent at that time. Mr. Waggoner questioned if there is a penalty they could pay to keep it or if there is no request or ask to waive it? Mr. Maguire responded noting those are the penalties that SPP is going to settle. Mr. Waggoner questioned again if that release from Ardent and release from CSX says the property needed to build the Cumberland Street extension connecting to Meridian is irrevocable and they will be giving it up on that November 1, 2020 date. Mr. Maguire replied “absolutely”. Mr. Waggoner stated the remaining question is if there anything planned to be built and a CO requested between now and when Cumberland would be opened for use. Mr. Maguire responded by noting we know their planning and will be constructed, but by that time we will know how far along they are.

Chairman Cassidy questioned if funding from Cascades starts to dry up and they decide the Ardent Mill does not need to be done until 2030; is there no requirement for them to construct the C-M Connection by a certain timeframe, correct? Mr. Drapp noted if SPP would like to obtain certificate of occupancy for anything south of there or ask for waivers. Mr. Waggoner recollected a stipulation in the DA for a date. Mr. Maguire noted it states that “*if construction of the C-M Connection has not commenced by February 1, 2021, ... and after consultation with THEA may grant an extension beyond February 1, 2021, but no more than 6 months*”. Chairman Cassidy requested clarification on MOT until then. Mr. Drapp noted what is currently in place will remain in place until Cumberland is complete.

A motion was made by Mr. Daniel Alvarez and seconded by Mr. Bennett Barrow to authorize THEA’s Chairman to execute the First Amendment to the Interlocal Agreement between the Tampa Hillsborough County Expressway Authority (THEA) and City of Tampa (City) as submitted.

Chairman Cassidy summarized we have dates in place that addresses the traffic needs of our users and if by 2022 if the C-M Connection is not finished there may be a request for a waiver for a certificate of occupancy. We need to imagine a four-year window to re-route our users. Chairman Cassidy confirmed that Mr. Waggoner had received all the answers to his questions. Chairman Cassidy turned to Mr. Waggoner as Executive Director for his recommendations. Mr. Waggoner stated as negotiated, “believe it is the best deal we can cut at the moment”. Mr. Maguire stated he could not feel more comfortable considering the number of players, number of issues involved, and the different leverages that are in place.

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There being no further discussion; the vote was called, and the motion carried.

There being no further business, Chairman Cassidy adjourned the meeting at 3:16 p.m.

MINUTES OF THE OCTOBER 11, 2018 AUTHORITY BOARD COMMITTEES AS A
WHOLE MEETING

APPROVED: _____
Chairman: Vincent J. Cassidy

ATTEST: _____
Vice Chair: Bennett Barrow

DATED THIS 29th DAY OF October, 2018

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IV. A. 1.

Electrical Upgrade for Dynamic Message Signs (DMS) Operations & Maintenance Committee

Purpose: To modify electrical supply circuits for the Dynamic Message Signs to make them compliant with current National Electric Code requirements. Plans were developed to identify the necessary upgrades and proposal were solicited from qualified electrical contractors following THEA's procurement policies. Two bids were received, and the recommended contractor's bid is below the HNTB estimate of costs.

<u>Bidder</u>	<u>Amount</u>
MJM Electric	\$687,316
Rob Michael	\$996,000
HNTB Estimate	\$880,512

Funding: \$687,316

Action: Approve the selection of MJM Electric Inc. of Tampa, Fl in the amount of \$687,316.00 for the modification of the DMS electrical supply circuits and authorize staff to negotiate a contract for said services for signature by the Executive Director. Contract is subject to review by THEA General Counsel.



October 18, 2018

HNTP Corporation
Selmon Expressway
1104 East Twiggs Street
Tampa FL 33602-3103

ATTN: Terry Opdyke

**REF: THEA Electrical Infrastructure Design for New Signs
Our Quotation No. 1018-05**

Dear Mr. Opdyke:

We are pleased to submit our proposal to furnish the necessary labor, tools and equipment for the above referenced project.

I. Total Lump Sum Price: \$ 687,316.00

II. TERMS OF PAYMENT:

Monthly progress payments for installed work and material stored on site: NET: thirty (30) days.

III. QUALIFICATIONS:

- A. We have **not** included any temporary electric other than for our own use.
- B. We have **not** included the cost of bonds or an electrical permit if required.
- C. We have included Florida State Sales Tax on material that we furnish.
- D. We have based our price on working a standard forty (40) hour week, exclusive of Saturdays, Sundays or holidays. We **have not included any premium time.**
- E. We have based our price on signing an AIA 401 type of contract.
- F. Our price is firm for acceptance for a period of thirty (30) days.

IV. WE HAVE BASED OUR PRICE ON THE FOLLOWING:

- A. Receipt of plans and specifications from Hall Engineering Group. Includes Downtown package, 34th Street package, 301 package, 78th Street package, and Brandon package.
- B. Site visit with Terry Opdyke and Rodney Trammell.
- C. Furnish and install conduit, wire, breakers, Oldcastle pull boxes, Sq-D panels and mini power zones as shown on drawings.
- D. Swap any existing conduits that we will re-use.
- E. Directional boring as shown on plans and drawings.
- F. We have included a couple of lane closures from Bob's Barricades for 34th Street location.
- G. We have excluded any sodding or landscaping items in our proposal, o electrical permits.
- H. Any service upgrades from TECO will be handled by THEA.

ADDITIONAL INFORMATION:

- A. Florida Contractor's License No. EC0001791 (*valid for all Florida counties*).
- B. We have visited the job site and are familiar with local site conditions.
- C. We have the manpower and equipment to complete this project.

Thank you for the opportunity to submit our proposal and we look forward to working with you on this project.

Respectfully yours,
MJM Electric, Inc.

Ray Dykes

Ray Dykes
Project Manager



August 31, 2018

Rob Michael Inc.

38329 Maltby Rd.

Dade City ,FL 33525

RFP O-00718 DMS Electrical Upgrades

All Quotes are based on the 100% Documents Issue date 05/18/2018.

DOWNTOWN PACKAGE \$146,000.00.

78 TH ST. PACKAGE \$160,000.00

HIGHWAY 301 PACKAGE \$130,000.00

BRANDON PACKAGE \$560,000.00

TOTAL \$996,000.00

Would plan to start work on Jan. 2 , 2019.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rob Michael", is written over a light blue horizontal line.

Rob Michael

Rob Michael Inc. 38329 Maltby Rd. Dade City, FL 33525

Rjmichael74@aol.com

Tel. 813-323-0304

ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	NOTES	SOURCES
0715 1 15	CONDUCTORS, F&I, INSUL, NO. 3/0	LF	3,762	\$4.63	\$17,418.06	FDOT Statewide Item Average Unit Cost From 2017/06/01 to 2018/05/31	http://www.fdot.gov/programmanagement/Estimates/HistoricalCostInformation/Files/12MonthMovingDec2017thruMay2018.pdf
0715 1 15	CONDUCTORS, F&I, INSUL, NO. 2/0	LF	22,963	\$4.63	\$106,316.38		
0715 1 15	CONDUCTORS, F&I, INSUL, NO. 1/0	LF	15,246	\$4.63	\$70,588.98		
0715 1 14	CONDUCTORS, F&I, INSUL, NO. 1	LF	15,758	\$2.75	\$43,333.13		
0715 1 13	CONDUCTORS, F&I, INSUL, NO. 2	LF	5,462	\$1.78	\$9,721.47		
0715 1 13	CONDUCTORS, F&I, INSUL, NO. 3	LF	7,805	\$1.78	\$13,892.01		
0715 1 13	CONDUCTORS, F&I, INSUL, NO. 4	LF	10,797	\$1.78	\$19,217.77		
0715 1 12	CONDUCTORS, F&I, INSUL, NO. 6	LF	2,613	\$1.22	\$3,187.25		
0715 1 12	CONDUCTORS, F&I, INSUL, NO. 8	LF	655	\$1.22	\$798.49		
0715 1 11	CONDUCTORS, F&I, INSUL, NO. 10	LF	4,153	\$0.83	\$3,446.58		
0635 2 12	PULL & SPLICE BOX, F&I, 24" X 36"	EA	20	\$1,492.61	\$29,852.20	VDOT Statewide averages used as prices from FDOT average unit costs from 2017-2018 are not satisfactory due to limited data.	http://www.virginiadot.org/business/resources/const/StatewideAverage.pdf
1050 31101	PVC, F&I - 1"	LF	50	\$4.24	\$209.88		
1050 31102	PVC, F&I - 2"	LF	4,411	\$4.94	\$21,790.34		
1050 31103	PVC, F&I - 3"	LF	14,685	\$9.59	\$140,829.15		
0630 2 12	CONDUIT, F& I, DIRECTIONAL BORE	LF	3,695	\$22.98	\$84,911.10	FDOT Area 8 Item Average Unit Cost From 2017/08/01 to 2018/07/31	https://ftp.fdot.gov/public/file/TPBeadxLxUquR8FxGhxbBA/Area8.pdf
0633 8 6	MULTI-CONDUCTOR COMMUNICATION CABLE, REM	LF	1,435	\$0.48	\$688.80		
0630 2 11	CONDUIT, F& I, OPEN TRENCH	LF	9,975	\$8.36	\$83,391.00		
0676 2122	ITS CABINET- F&I, POLE, 336S	EA	21	\$6,520.00	\$136,920.00		
0715 7 11	LOAD CENTER, F&I, SECONDARY VOLTAGE	EA	11	\$7,743.50	\$85,178.50	FDOT Statewide Item Average Unit Cost From 2017/06/01 to 2018/05/31	http://www.fdot.gov/programmanagement/Estimates/HistoricalCostInformation/Files/12MonthMovingDec2017thruMay2018.pdf
0639 3 12	ELEC SERV DISCON, F&I, CABINET	EA	4	\$2,205.32	\$8,821.28		
0639 6 2	ELECTRICAL POWER SERVICE- TRANSF, REPLAC	EA	4	\$2,739.49	\$10,957.96	FDOT Area 8 Item Average Unit Cost From 2017/08/01 to 2018/07/31	https://ftp.fdot.gov/public/file/TPBeadxLxUquR8FxGhxbBA/Area8.pdf
0639 1112	ELECTRICAL POWER SRV,F&I,OH,M,PUR BY CON	EA	4	\$1,253.82	\$5,015.28		
0715 7 21	LOAD CENTER, REWORK, SECONDARY VOLTAGE	EA	2	\$1,050.00	\$2,100.00		
				Total	\$880,512.36		

ASSUMPTIONS:
24" x 36" Pull Box size for entire project.
Pole mounted control cabinet assumed for entire project.
PVC, F&I - 1" price assumed to be equal to price of PVC, F&I - 2"
Mini Power Zone is assume to be Load Center.
For site US-301, conduit running from PBE1 to MPZ-1 is assumed to be trenched.
10% Slack is used for conduits and conductors.
20-ft length assuem from Power Zone and Pull Box

IV. B. 1.

Selmon Greenway Planning Committee

Purpose: Due to the dramatic changes that we are seeing along the Greenway corridor, the “Master Plan” needs to be revisited to ensure that the concepts adopted match what THEA would like to see compliment these new developments. This item consists of two task work order being authorized under the Miscellaneous Planning & Design Contract.

Master Plan Update - THEA adopted a “Conceptual Master Plan” in April 2015. The “Master Plan” identified areas along the Selmon Greenway to be beautified or developed as amenities for users of the trail. This document will be updated to reflect current conditions and needs, upon completion the final document will be brought back to the Board for Adoption.

Phase 4 Design – The next phase of the Selmon Greenway beautification is to develop design plans for the Greenway between Lee Roy Selmon Park at the intersection of Florida Avenue and Brorein to Jefferson Street. This project will develop design plans and construction documents. Construction is budgeted for FY 2020 in the CPMP.

Funding: Master Plan Update- \$30,000 Capital Budget (CPMP - HI-0136-DS-04)
Greenway Phase 4 Design- \$170,000 Capital Budget (CPMP -HI-0136-DS-05)
Total: \$200,000 Capital Budget

Action: Approval of Greenway Master Plan Update and Greenway Phase 4 for the Executive Director to execute Task Work Orders, in an amount not to exceed \$200,000, subject to available funding and Fiscal Year budget approvals.

IV. C. 1.

Brerein Sale Closing General Counsel

- Purpose:** To authorize Closing of Purchase and Sale Agreement between Tampa Hillsborough-County Expressway Authority (THEA) and Brerein Partners, LLC.
- Sale Price:** \$2,750,000
- Action:** Find that all conditions precedent in the Agreement for Purchase and Sale have been met and upon receipt of the Releases from CSX and Ardent Mills as required by the First Amendment to Interlocal Agreement between THEA and the City of Tampa, authorize THEA's Chairman to execute all documents necessary to close the sale, including a Second Amendment to Conagra Lease attached hereto.

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made and entered into as of the Effective Date (as hereinafter defined) between **The Tampa Hillsborough County Expressway Authority**, an Agency of the State of Florida ("Seller"), and **Brorein Partners LLC**, a Delaware limited liability company ("Purchaser"), or its assigns.

In consideration of the mutual covenants, undertakings and agreements contained below, Seller and Purchaser covenant, undertake and agree as follows:

Section 1. Agreement to Sell. Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, for the Purchase Price (as hereinafter defined) on and subject to the terms and conditions set forth in this Agreement, all of Seller's right, title and interest in and to the following:

A. The real property ("Real Property") more particularly described in **Exhibit "A"** attached hereto and made a part hereof, together with all structures and improvements thereon, all fixtures therein or thereto and all privileges, easements and appurtenances pertaining thereto, including all of Seller's right, title and interest in and to any alleys, or rights-of-ways and any strips or gores;

B. All roads, streets, alleys, water privileges, association rights and easements belonging or appurtenant to the Real Property;

C. All fixtures, mechanical systems and any other improvements ("Improvements") located on the Real Property;

D. All leases and tenancies granting any leasehold interest in the Real Property, if any ("Leases"), together with all deposits in Seller's possession or control, with interest thereon, due to the tenants, if any ("Security Deposits") and books, records and tenant files in Seller's possession or control, with respect to or relating to the Real Property or the Personal Property (the "Records");

E. All licenses, permits, approvals, variances and similar documents, plans, drawings, specifications, surveys and reports in Seller's possession or control (the "Permits"); and

F. All service and maintenance contracts relating to the Property that are in Seller's possession ("Contracts").

All of the above-described property interests are collectively referred to herein as the "Property."

Section 2. Purchase Price.

A. The aggregate purchase price ("Purchase Price") to be paid by Purchaser to Seller for the Property is Two Million Seven Hundred and Fifty Thousand and 00/100 Dollars (\$2,750,000.00).

B. The Purchase Price shall be payable in cash or cash equivalent at the Closing (as hereinafter defined).

Section 3. Title Commitment.

A. Within ten (10) business days of the Effective Date, Purchaser shall obtain, at Seller's sole cost and expense:

1. An Owner's Commitment for Title Insurance (the "Title Commitment") from a nationally-recognized title insurance company selected by Purchaser ("Title Company"), written by Holland & Knight LLP as title agent, which Title Commitment shall set forth the status of the title of the Real Property and shall show all encumbrances and other matters, if any, relating to the Real Property;

2. A legible copy of all documents referred to in the Title Commitment, including but not limited to plats, reservations, restrictions, and easements ("Title Documents").

B. Purchaser may evaluate the status of title as reflected in the Title Commitment and the Title Documents and the survey referenced on **Exhibit "B"** (the "Survey") pursuant to Section 6 below. Within three (3) business days of Purchaser's receipt of the items listed in Section 3.A, above, Purchaser will deliver to Seller a listing of those exceptions in the Title Commitment which are not acceptable to Purchaser. Within three (3) business days after its receipt of such listing of unacceptable exceptions, Seller will notify Purchaser which exceptions, if any, it will cause to be removed.

C. During the term of this Agreement, the Seller shall not cause or allow title to the Property to differ from the condition of title as approved by Purchaser pursuant to the foregoing.

Section 4. Review Items. Within three (3) business days of the Effective Date, Seller shall furnish to Purchaser the items listed on **Exhibit "B"** attached hereto and made a part hereof for all purposes (the "Review Items").

Section 5. Closing.

A. The Closing ("Closing") of the sale of the Property by Seller to Purchaser shall occur via mail away, as soon as possible, but no later than fourteen (14) days following the earlier of Purchaser's completion of the review contemplated by Section 6.A below or expiration of the Review Period, as that term is defined in Section 6.B, below, unless such date is changed in writing by Seller and Purchaser (such date, as the same may be so changed being referred to herein as the "Closing Date"), and completion of the "Conditions Precedent" as detailed below.

B. At the Closing, all of the following shall occur, all of which shall be deemed concurrent conditions:

1. Seller shall deliver or cause to be delivered to Purchaser the following:

a. A Special Warranty Deed ("Deed"), in the form attached hereto as **Exhibit "C"** and made a part hereof, fully executed and acknowledged by Seller, conveying to Purchaser title to the Real Property described as parcels 100.1, 101.1, 102.1, 103.1, 103.1A,

104.1 and 104.1A, however Parcels 700.1 and 701.1 shall be conveyed by Quit Claim Deed subject only to the "Permitted Encumbrances", as defined in Section 6 hereof;

b. At Seller's sole cost and expense, a fully paid Owner's Policy of Title Insurance ("Owner Policy") issued by Title company to Purchaser in the amount of the Purchase Price insuring that, after the completion of the Closing, Purchaser is the owner of indefeasible fee simple title to the Real Property, subject only to: (i) the Permitted Encumbrances, (ii) the exception as to taxes shall be modified to refer to taxes for the year in which the Closing occurs; and (iii) the exception as to rights of parties in possession shall be modified to refer to rights of tenants in possession pursuant to leases as shown on the rent roll to be furnished at Closing;

c. Evidence reasonably satisfactory to Purchaser and the Title Company that the person executing the closing documents on behalf of Seller has full right, power, and authority to do;

d. A proper affidavit by Seller, providing Seller's U.S. taxpayer identification number and stating that Seller is not a "foreign person" as defined in 26 U.S.C. Section 1445; and

e. Affidavit of Title in a form acceptable to Seller and to Purchaser's title insurer.

2. Purchaser, at Purchaser's sole cost and expense, shall deliver or cause to be delivered to Seller the following:

a. A certified or cashier's check or wire transfer, payable to the order of Title Company in an amount of money equal to the Purchase Price, subject to adjustments as provided in this Section 5;

b. Evidence reasonably satisfactory to Seller and the Title Company that the person executing the closing documents on behalf of Purchaser has full right, power, and authority to do so; and

c. The Assignment and Assumption and the Bill of Sale, both duly executed by Purchaser.

3. Conditions Precedent. Closing will not occur until the following conditions precedent have been met:

a. A Developer Agreement between Purchaser and the City of Tampa has been finalized and which obligates Purchaser to construct new roadways and related infrastructure serving the new downtown district in which the Property will be situated (the "District"), and which provides for the improvement of Cumberland Street in a manner acceptable to Seller;

b. An MOT has been approved by the City of Tampa and Seller providing for maintenance of traffic during construction of the District roadways which assures continuous access from Meridian to the Expressway system ramps at Brorein and Jefferson;

c. An Interlocal Agreement between the City of Tampa and Seller has been entered into for Cumberland Street acceptable to Purchaser which provides for lane widths and traffic movements from Meridian Avenue to Brorein Street acceptable to Seller and which agreement may not be modified without Seller's consent and which will provide for a transfer of approximately 8,000 square feet of public right of way to the City of Tampa to connect Meridian to the new Cumberland alignment, and transfer will be without compensation to Seller; and

d. The Seller's Board is satisfied that all conditions precedent have occurred and thereafter authorize the Board Chair to execute the deeds referred to in Section 5.B.1.a. above, thus granting Purchaser's pending Property Use Application.

4. Purchaser shall pay it's attorneys' fees and any charges associated with Purchaser's financing of the Property, if any. Seller shall pay all other costs and expenses of and related to Closing, including without limitation, it's attorney's fees, all recording fees for recording documents necessary to remove exceptions to title insurance; all closing fees; all transfer taxes or documentary stamp taxes and all charges associated with the recordation of the Deed. Purchaser shall pay the charges associated with the recordation of the Deed.

C. All prorations for the Closing Statement shall be calculated as of the Closing Date (with Seller's portion covering the period through the day immediately prior to the Closing Date and Purchaser's portion commencing on and including the Closing Date), based on payments and invoices received as of midnight two (2) business days before the Closing Date.

D. This Section shall survive Closing.

Section 6. Conditions to Performance by Purchaser.

A. Purchaser's obligations under this Agreement shall be contingent and specifically conditioned, until noon on the fourteenth (14th) day from the Effective Date of this Agreement ("Title Review Period"), upon Purchaser, in Purchaser's sole and absolute discretion, being satisfied with and accepting consistent with Section 3, above, the status of the title to the Property as shown by the Title Commitment, Title Documents and Survey. The term "Permitted Encumbrance" shall include and be limited to: (a) all exceptions as revealed by the Survey or the Title Commitment and (b) the printed Schedule B exceptions.

B. Purchaser's obligations under this Agreement shall also be contingent and specifically conditioned, until noon on the fourteenth (14th) day from the Effective Date of this Agreement ("Review Period"), upon Purchaser, in Purchaser's sole and absolute discretion, being satisfied with and accepting the physical condition and nature of the Property, and the results of any Tests (as defined in Section 9 hereof).

C. Notwithstanding any provisions herein to the contrary, if Purchaser does not give written notice to Seller of its election to terminate this Agreement by not later than noon on the expiration date of the Title Review Period with regard to the matters noted in Section 6.A. hereinabove or by not later than noon on the expiration date of the Review Period with regard to the matters noted in Section 6.B. above, Purchaser shall be deemed satisfied with the Property in all respects.

D. Purchaser's obligation to consummate the transaction contemplated hereunder is expressly subject to the satisfaction of the following conditions as of the date of Closing:

1. There is no material breach of Seller's covenants as set forth herein;
2. There is no material change in the matters reflected by the Survey and the Title Commitment except as consented to in writing by Purchaser;
3. Seller has materially performed all of its obligations hereunder.

Section 7. AS-IS Sale.

A. Purchaser expressly acknowledges that, except as expressly provided herein, the Property is being sold and accepted **AS-IS, WHERE-IS**, and Seller makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, (i) the structural integrity of any improvements on the Property, (ii) the manner, construction, condition, and state of repair or lack of repair of any of such improvements, (iii) the conformity of the improvements to any plans or specifications for the Property, including but not limited to any plans and specifications that may have been or which may be provided to Purchaser, (iv) the conformity of the Property to past, current or future applicable zoning or building code requirements or the compliance with any other laws, rules, ordinances, or regulations of any government or other body, (v) the financial earning capacity or history or expense history of the operation of the Property, (vi) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition, or otherwise, (vii) the existence of soil instability, past soil repairs, soil additions or conditions of soil fill, susceptibility to landslides, sufficiency of undershoring, sufficiency of drainage, (viii) whether the Property is located wholly or partially in a flood plain or a flood hazard boundary or similar area, (ix) the existence or non-existence of asbestos, underground or above ground storage tanks, hazardous waste or other toxic or hazardous materials of any kind or any other environmental condition or whether the Property is in compliance with applicable laws, rules and regulations, (x) the Property's investment potential or resale at any future date, at a profit or otherwise, (xi) any tax consequences of ownership of the Property or (xii) any other matter whatsoever affecting the stability, integrity, other condition or status of the land or any buildings or improvements situated on all or part of the Property (collectively, the "Property Conditions"), and except for warranties and representations expressly provided herein, **PURCHASER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS PURCHASER MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE** relating to the Property, its improvements or the Property Conditions, such waiver being absolute, complete, total and unlimited in any way.

B. If and to the extent that Seller delivers documents, reports (including any environmental reports) or other writings concerning the Property (collectively, with the Review Items described in Section 4, the "Review Items") to Purchaser, all such Review Items shall be delivered without any representation or warranty as to the completeness or accuracy of the data or information contained therein, and all such Review Items are furnished to Purchaser solely as a courtesy, and Seller has neither verified the accuracy of any statements or other information therein contained, the method used to compile such information nor the qualifications of the persons preparing such information. The Review Items are provided on an **AS-IS-WHERE-IS BASIS, AND PURCHASER EXPRESSLY ACKNOWLEDGES THAT SELLER MAKES NO REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW,**

INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE REVIEW ITEMS. Without Seller's prior written consent, Purchaser: (i) shall not divulge to any third party any of the Review Items and shall not use the Review Items in Purchaser's business prior to the Closing, except in connection with the evaluation of the acquisition of the Property; (ii) shall ensure that the Review Items are disclosed only to such of Purchaser's officers, directors, employees, consultants, investors and lenders, as have actual need for the information in evaluating the Property; (iii) shall act diligently to prevent any further disclosure of the information; and (iv) shall, if the Closing does not occur, promptly return to Seller any physical copies delivered to Purchaser all Review Items.

C. Purchaser acknowledges that the Property may not be in compliance with all regulations, rules, laws and ordinances that may apply to the Property or any part thereof and the continued ownership, maintenance, management and repair of the Property ("Requirements"). After the Closing, Purchaser shall be solely responsible for any and all Requirements, Property Conditions, and all other aspects of the Property, whether the same shall be existing as of the Closing Date or not; provided, however that Seller shall remain liable for all liability accruing prior to Closing. Except as expressly provided herein, to the fullest extent permitted by law, Purchaser hereby waives any and all rights and benefits which it now has, or in the future may have, conferred upon it by virtue of any applicable state, federal, or local law, rule, or regulation as a result of any alleged inaccuracy or incompleteness of the information or the purchase of the Property, including, without limitation, any environmental law, rule, or regulation whether federal, state or local, including, without limitation, the Comprehensive Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601 et seq.) as amended by the Superfund Amendments and Reauthorization Act of 1986, and any analogous federal or state laws. With respect to Purchaser's waiver of the above, the Purchaser represents and warrants to the Seller that: (a) Purchaser is not in a significantly disparate bargaining position; (b) Purchaser is represented by legal counsel in connection with the sale contemplated by this Agreement and (c) Purchaser is knowledgeable and experienced in the purchase, operation, ownership, refurbishing and sale of commercial real estate, and is fully able to evaluate the merits and risks of this transaction. As part of the provisions of this section, but not as a limitation thereon, Purchaser hereby agrees, represents and warrants that the matters released herein are not limited to matters which are known or disclosed. In this connection, to the extent permitted by law, Purchaser hereby agrees, represents, and warrants that it realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Purchaser further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Purchaser nevertheless hereby intends to release, discharge and acquit Seller from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which might in any way be included in the waivers and matters released as set forth in this Section above.

D. Notwithstanding anything herein to the contrary, all of the terms and provisions of this Section 7 shall survive the Closing or a termination of this Agreement.

Section 8. Brokers. Purchaser and Seller hereby agree that no brokers have been involved in connection with the sale of the Property to Purchaser. Purchaser agrees that if any claims should be made for commissions allegedly arising from the execution of this Agreement or any sale of the Property to Purchaser by any broker Purchaser will protect, defend, indemnify and hold Seller harmless from and against any and all loss, liabilities and expenses in

connection therewith. Seller agrees that if any claims should be made for commissions allegedly arising from the execution of this Agreement or any sale of the Property to Purchaser by any broker by reason of any acts of Seller, Seller will protect, defend, indemnify and hold Purchaser harmless from and against any and all loss, liabilities and expenses in connection therewith.

Section 9. Purchaser's Inspection.

A. During the Review Period and the Title Review Period, Purchaser shall have the right to diligently and thoroughly inspect the Property, and to hire such experts as Purchaser may deem necessary to thoroughly evaluate and analyze the Property and Property Conditions, including contractors, engineers, soils analysts, pest control specialists and the like, all at Purchaser's expense.

B. Until the end of the Review Period set forth above, Purchaser and its agents and employees, at Purchaser's sole risk and expense, shall have the right to enter upon the Property during normal business hours for testing, surveying, engineering and other reasonable inspection purposes ("Tests"). All such activities shall be conducted in such a fashion so as not to unreasonably interfere with the rights or property of any tenants or others with any possessory interest in any part of any portion of the Property. **PURCHASER HEREBY AGREES TO AND SHALL INDEMNIFY, DEFEND, PROTECT AND HOLD SELLER HARMLESS OF, FROM AND AGAINST ANY AND ALL LIABILITIES, SUITS, CLAIMS, LOSSES, CAUSES OF ACTION, LIENS, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS, AND DAMAGES SUSTAINED BY SELLER OR THE PROPERTY (COLLECTIVELY "CLAIMS"), INCLUDING, BUT NOT LIMITED TO, INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR THEFT OF ANY PROPERTY, OR MECHANICS' AND MATERIALMEN'S LIENS, CAUSED AS A RESULT OF OR ARISING OUT OF OR SOLELY IN CONNECTION WITH ANY INSPECTIONS OR EXAMINATIONS CONDUCTED BY PURCHASER OR ITS CONTRACTORS OR AGENTS, EXCEPT TO THE EXTENT SUCH CLAIMS ARE CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OF SELLER.**

C. Prior to Purchaser's or Purchaser's agents', contractors' or employees' entry onto the Property, such parties shall furnish Seller with evidence of insurance from insurers licensed to do business in the state of Florida with coverages and minimum limits of at least \$1,000,000. Such insurance may not be cancelled or amended except upon thirty (30) days' prior written notice to Seller. In addition, Purchaser and Purchaser's agents, contractors and employees may only enter onto the Property on a date and time specified by Seller in writing and, if required by Seller, in the presence of Seller's personnel or under the supervision of Seller's consultants. Purchaser must use its best efforts to ensure that Purchaser and Purchaser's agents, contractors and employees do not disclose the existence or terms of this Agreement to tenants or others with a possessory interest in all or any portion of the Property or to any of Seller's contractors or agents at the Property except for Seller's property manager.

Section 10. Notices.

A. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) delivered in person to the address set forth hereinbelow for the party to whom the notice is given, (ii) delivered in person at the Closing (if such party is present at the Closing), (iii) placed in the United States mail, certified and return receipt requested, addressed to such party

at the address hereinafter specified, (iv) deposited into the custody of Federal Express Corporation to be sent by Federal Express Overnight Delivery or other reputable overnight carrier for next day delivery, addressed to such party at the address hereinafter specified, or (v) telecopied by facsimile transmission to such party at the telecopy number listed below, provided that such transmission is confirmed by telephone on the date of such transmission.

B. The address of Seller for all purposes under this Agreement and for all notices hereunder shall be:

Tampa Hillsborough County Expressway Authority
1104 E. Twiggs St.

S-300

Tampa, Florida 33602

Attention: Joe Waggoner, CEO and Executive Director

Telephone: 813-272-6740

Fax: 813-272-5985

E-Mail: joe@tampa-xway.com

with a copy to:

Patrick Maguire, General Counsel
1104 E. Twiggs St.

S-300

Tampa, Florida 33602

Telephone: 813-272-6740 x114

Fax: 813-272-5985

E-Mail: patrick@tampa-xway.com

C. The address of Purchaser for all purposes under this Agreement and for all notices hereunder shall be:

Brerein Partners LLC
401 E. Jackson St., Suite 2525
Tampa, FL 33602

Attention: Jim Shimberg and Bob Abberger

Telephone: 813-301-6561

Fax: 813-301-1490

E-Mail: jshimberg@spprealestate.com

with a copy to:

Don Bly
Holland & Knight LLP
100 N Tampa Street
Suite 4100
Tampa, FL 33602

Telephone: 813-227-6706

Fax: 813-229-0134

E-Mail: donald.bly@hklaw.com

D. From time to time either party may designate another address within the 48 contiguous states of the United States of America for all purposes of this Agreement by giving the other party not less than thirty (30) days' advance written notice of such change of address in accordance with the provisions hereof.

Section 11. Entire Agreement. This Agreement (including the exhibits hereto) contains the entire agreement between Seller and Purchaser, and no oral statements or prior written matter not specifically incorporated herein shall be of any force and effect. No variation, modification, or changes hereof shall be binding on either party hereto unless set forth in a document executed by such parties or a duly authorized agent, officer or representative thereof.

Section 12. Representations.

A. Seller hereby warrants and represents to Purchaser that this Agreement and all documents to be executed and delivered by Seller at Closing are and at the Closing will be duly authorized, executed, and delivered, and are and at the Closing will be legal, valid, and binding obligations of Seller, and do not and at the Closing will not violate any provisions of any agreement to which Seller is a Party or to which Seller is subject.

B. Seller makes the following representations and warranties to Purchaser, which representations and warranties shall be deemed to be repeated by Seller as of the Closing Date and shall survive the Closing for one year:

1. There are no parties in possession of any portion of the Property, .
2. Seller has full power to enter into and perform this Agreement and perform its obligations hereunder;
3. The execution and delivery of this Agreement has been duly and properly authorized by all necessary and appropriate action;
4. Seller is a trust duly formed and validly existing and in good standing. The execution, delivery and performance of this Agreement by Seller has been duly and validly authorized by all necessary action and proceedings and no further action or authorization is necessary on the part of Seller in order to consummate the transaction contemplated herein.
5. Seller has full right, power and authority to own the Property, to execute and deliver this Agreement, to consummate the transactions, to comply with and fulfill the terms and conditions hereof and to sell the Property to Purchaser.

By executing and delivering the documents listed in Section 5, Seller shall be deemed to have made all of the foregoing representations and warranties as of Closing. Should any of the foregoing representations and warranties be found to be incorrect in any material respect prior to Closing, Seller shall cure same by Closing. If Seller is unable to cure same by Closing, Purchaser shall be entitled either to waive same and close this transaction or terminate this Agreement. In the event Purchaser elects to terminate this Agreement, neither party to this Agreement shall thereafter have any further rights or obligations hereunder.

C. Purchaser represents and warrants to Seller as follows:

1. This Agreement constitutes a valid and binding obligation of Purchaser;
and

2. Purchaser (or its representatives) will have fully examined and inspected the Property prior to the Closing, and Purchaser will know and be satisfied with all conditions of the Property.

Section 13. Seller's Covenants. Seller covenants and agrees with Purchaser that between the date hereof and the date of Closing:

A. Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Property, or any portion thereof, or any other proceedings arising out of injury or damage to the Property, or any portion thereof, Seller will notify Purchaser of the pendency of such proceedings; and

B. At Purchaser's request, Seller will cancel at Closing all service and maintenance contracts which can be cancelled with thirty (30) days' notice.

Section 14. Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective legal representatives, successors, and assigns. Purchaser may assign its rights under this Agreement one time only to a limited partnership which has as its general partner the Purchaser with notice to Seller but without the consent of Seller.

Section 15. Effective Date. The date on which this Agreement is executed by the last to sign of the Seller and Purchaser shall be the "Effective Date" of this Agreement.

Section 16. Time of the Essence. Time is of the essence of this Agreement.

Section 17. Termination, Default and Remedies.

A. Provided Seller is not in default hereunder, if Purchaser fails or refuses to consummate the purchase of the Property pursuant to this Agreement at the Closing for any reason other than the termination of this Agreement by Purchaser pursuant to a right so to terminate expressly set forth in this Agreement, then Seller, as Seller's sole and exclusive remedy, shall have the right to terminate this Agreement by giving written notice thereof to Purchaser prior to or at the Closing, whereupon neither party hereto shall have any further rights or obligations hereunder,. It is agreed that under a termination above Purchaser shall not have any further liability or responsibility to Seller.

B. If Seller fails or refuses to consummate the sale of the Property pursuant to this Agreement at the Closing or fails to perform any of Seller's other obligations hereunder either prior to or at the Closing for any reason other than the termination of this Agreement by Seller pursuant to a right so to terminate expressly set forth in this Agreement or Purchaser's failure to perform Purchaser's obligations under this Agreement, then Purchaser, as Purchaser's sole and exclusive remedy, shall have the right to terminate this Agreement by giving written notice thereof to Seller prior to or at the Closing whereupon neither party hereto shall have any further rights or obligations hereunder.

Section 18. Terminology. The captions beside the section numbers of this Agreement are for reference only and shall not modify or affect this Agreement in any manner

whatsoever. Wherever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular.

Section 19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 20. Performance of Contract. The obligations under the terms of the Agreement are performable in Hillsborough County, Florida, and any and all payments under the terms of the Agreement are to be made in Hillsborough County, Florida.

Section 21. Venue. The parties hereto hereby consent that venue of any action brought under this Agreement shall be in Hillsborough County, Florida or the federal courts for and in the State of Florida.

Section 22. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 23. Rule of Construction. The parties acknowledge that each party and its counsel has reviewed and revised this Agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

Section 24. Business Days. If the Closing Date or the day for performance of any act required under this Agreement falls on a Saturday, Sunday or legal holiday, then the Closing Date or the day for such performance, as the case may be, shall be the next following regular business day.

Section 25. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, but which together shall constitute one and same instrument.

Section 26. Waiver. The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or another provision of this Agreement.

Section 27. Indemnification. Except as otherwise herein provided, any and all costs, expenses and liabilities relating to the operation, management or ownership of the Property (such costs, expenses and liabilities being herein referred to collectively as the "Ownership Obligations") arising or accruing during the period prior to the Closing Date, including, but not limited to, accounts and payments under service contracts and utility charges, are the responsibility of Seller and will be paid by Seller promptly upon receipt of billing therefor, and Seller hereby holds Purchaser harmless with respect to such Ownership Obligations and agrees to indemnify Purchaser from any loss, liability or claim, including without limitation reasonable attorneys' fees, relating to such Ownership Obligations. Any and all Ownership Obligations arising or accruing during the period from and after the Closing Date, including, but not limited to, accounts and payments under service contracts and utility charges, are the responsibility of Purchaser and will be paid by Purchaser promptly upon receipt of billing therefor, and Purchaser

hereby holds Seller harmless with respect to such Ownership Obligations and agrees to indemnify Seller from any loss, liability or claim, including without limitation reasonable attorneys' fees, relating to such Ownership Obligations. To the extent not reflected in the Closing statements (the "Closing Statements") evidencing the transaction contemplated under the Agreement, Purchaser and Seller agree to adjust between themselves, outside of Closing, any amounts which are the responsibility of the other pursuant to this paragraph.

Section 28. Limited Liability. The obligations of Seller, its agents, representatives or employees arising by virtue of this Agreement shall be limited to the interest of Seller in the Property and no recourse shall be had to any other assets of Seller, its agents, representatives or employees.

Section 29. Escrow Agent. Seller and Purchaser covenant and agree that in performing any of its duties under this Agreement, Escrow Agent shall not be liable for any loss, costs or damage which it may incur as a result of serving as Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence. Accordingly, Escrow Agent shall not incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of its counsel given with respect to any questions relating to its duties and responsibilities, or (ii) to any action taken or omitted to be taken in reliance upon any document, including any written notice of instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement.

Section 30. Confidentiality. Except as may be required by law or the pooling and/or servicing agreement governing Seller and its servicers with respect to the Property, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed, neither party nor its agents or brokers shall: (i) disclose to any third party the terms of this Agreement (including, without limitation, the Purchase Price), or (ii) issue any press release or other media publicity of any kind with respect to this Agreement or the transactions contemplated hereby, provided that either party may issue a press release after Closing upon reasonable approval of the other party so long as the Purchase Price is not disclosed. Each party shall be responsible for any breach of the foregoing prohibitions by its agents or brokers. Furthermore, notwithstanding any terms or conditions in this Agreement to the contrary, no conditions of confidentiality within the meaning of IRC §6111(d) or the Treasury Regulations promulgated under IRC Sec. 6011 are intended, and the parties hereto are expressly authorized to disclose every U.S. federal income tax aspect of any transaction covered by this Agreement with any and all persons, without limitation of any kind. The provisions of this Section 30 shall survive Closing.

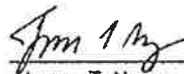
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is hereby executed as of the Effective Date.

Date: May 11
JTN ~~February~~, 2016

PURCHASER:

Brerein Partners LLC, a Delaware limited liability company

By: 
Name: James T. Nozar
Title: Chief Executive Officer

Date: JUNE, 13th
~~February~~, 2016

SELLER:

Tampa-Hillsborough County Expressway Authority,
an Agency of the State of Florida

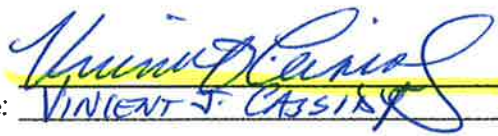
By: 
Name: VINCENT J. CASSIN
Title: _____

EXHIBIT "A"

Land Description

CUMBERLAND AVENUE-PLATT STREET CONNECTOR

100.1 (O.R. Book 3036, page 1173)

THAT PART OF:

Lots 1 to 11 inclusive in Block 99, All in HENDRY & KNIGHT'S MAP OF THE GARRISON, according to the plat thereof as recorded in Plat Book 2, Page 73 of the Public Records of Hillsborough County, Florida,

Lying within the following described boundaries to wit:

Commence at a cross in brick marking the Northwest corner of Government Lot 14, Section 19, Township 29 South, Range 19 East, Hillsborough County, Florida; thence run North 89°37'24" West (Bearings based on U.S.C. and G.S. datum), 25.15 feet to a point; thence run South 00°22'36" West, 24.84 feet to an iron pipe marking the Northeast corner of Lot 1 in Block 99 of HENDRY AND KNIGHTS MAP OF THE GARRISON, according to the plat thereof as recorded in Plat Book 2, Page 73 of the Public Records of Hillsborough County, Florida; said iron pipe being the POINT OF BEGINNING of herein described parcel; thence run South 00°26'33" West, 88.37 feet to the beginning of a curve concave to the Southwest having a radius of 313.00 feet; thence run Northwesterly along the arc of said curve 179.00 feet through a central angle of 32°45'54" to the end of said curve; thence run North 00°26'33" East, 11.04 feet to a point; said point being the Northwest corner of Lot 3 in Block 99 of aforementioned subdivision; thence run South 89°45'29" East, 159.00 feet to the POINT OF BEGINNING.

Containing 6,401 square feet more or less.

101.1 (O.R. Book 3042, page 1361)

THAT PART OF:

Lot 3 in Block 4-A of HENDRY & KNIGHT'S MAP OF CHAMBERLIN'S SUBDIVISION, according to plat thereof recorded in Plat Book 10, on Page 23, of the Public Records of Hillsborough County, Florida,

Lying within the following described boundaries to wit:

Commence at a cross in brick marking the Northwest corner of Government Lot 14, Section 19, Township 29 South, Range 19 East, Hillsborough County, Florida; thence run South 89°51'14" East (Bearings based on U.S.C. and G.S. Datum), 24.06 feet to a point; thence run South 00°08'46" West 25.01 feet to the Northwest corner of Lot 3 in Block 4-A of HENDRY AND KNIGHT'S MAP OF CHAMBERLAIN SUBDIVISION, according to the plat thereof as recorded in Plat Book 10, Page 23, of the Public Records of Hillsborough County, Florida; thence run South 00°14'16" West 70.00 feet to the Southwest corner of Lot 3 of the aforementioned subdivision;

said Southwest corner of Lot 3 being the POINT OF BEGINNING of herein described parcel; thence run North 00°14'16" East 2.58 feet to the beginning of a curve concave to the Southwest having a radius of 363.00 feet; thence run Southeasterly along the arc of said curve 3.57 feet through a central angle 00°33'48" to the end of said curve; thence run North 89°51'07" West 2.46 feet to the POINT OF BEGINNING.

Containing 3 square feet more or less.

Part of 102.1 (O.R. Book 3042, page 1361)

THAT PART OF:

Lots 4, 5, and 6 and that part of the North and South alley West of Lot 6 and East of Lot 5, and that part of the North and South alley East of the South 30.00 feet of Lot 4 in Block 4 of the CHAMBERLAIN'S SUBDIVISION, according to the plat thereof recorded in Plat Book 1, Page 104, of the Public Records of Hillsborough County, Florida, which lots are also shown on Hendry & Knight's Map of Chamberlain's Plat Book 5, Page 10, as being in Block 4A, and also on Hendry & Knight's Map of Chamberlain's Plat Book 10, Page 23, as being Block 4A; being a part of the West 270 feet of the North 845 feet of Government Lot 14 in Section 19, Township 29 South, Range 19 East

Lying within the following described boundaries to wit:

Commence at a cross in brick marking the Northwest corner of Government Lot 14, Section 19, Township 29 South, Range 19 East, Hillsborough County, Florida; thence run South 89°51'14" East (Bearings based on U.S.C. and G.S. Datum), 24.06 feet to a point; thence run South 00°08'46" West 25.01 feet to the Northwest corner of Lot 3 in Block 4-A of HENDRY AND KNIGHT'S MAP OF CHAMBERLAIN SUBDIVISION, according to the plat thereof as recorded in Plat Book 10, Page 23, of the Public Records of Hillsborough County, Florida; thence run South 00°14'16" West 70.00 feet to the Southwest corner of Lot 3 of the aforementioned subdivision and the POINT OF BEGINNING; thence run South 89°51'07" East 2.46 feet to the easterly right-of-way line of the Cumberland Avenue - Platt Street Connector as established by Official Record Book 8712, page 964 of the Public Records of Hillsborough County, Florida, said point being the beginning of a curve concave to the Southwest having a radius of 363.00 feet; thence run Southeasterly along said right-of-way by the arc of said curve 29.99 feet through a central angle of 04°44'00" to a point of tangency; thence run South 38°26'02" East, along said easterly right-of-way line, and along the easterly right-of-way line of the Cumberland Avenue - Platt Street Connector as established by Official Record Book 8606, page 798 of the Public Records of Hillsborough County, Florida 132.59 feet to the Southeast corner of said lands described in Official Record Book 8606, page 798; thence run South 38°26'02" East, along the easterly boundary of those lands described as Parcel 102.1 in Official Record Book 3042, page 1361 of the Public Records of Hillsborough County, Florida, 17.53 feet to a point on the North Right of Way line of Eunice Avenue; thence run North 89°51'07" West along the North Right of Way line

of Eunice Avenue 63.96 feet to a point on the westerly right-of-way line of the Cumberland Avenue - Platt Street Connector as established by Official Record Book 9356, page 967 of the Public Records of Hillsborough County, Florida; thence run North 38°26'02" West, along said westerly right-of-way line, 83.21 feet to the East Right of Way line of Nebraska Avenue; thence run North 00°14'16" East along the East Right of Way line of Nebraska Avenue 74.95 feet to the POINT OF BEGINNING.

Containing 6,698 square feet more or less.

103.1 (O.R. Book 3050, page 270) AND A PORTION OF Parcels 105.1 (O.R. Book 3042, page 1361) AND 106.1 (O.R. Book 3029, page 798)

THAT PART OF:

Lot 1, 2, 3 AND 7 of Block 5 of CHAMBERLIN'S SUBDIVISION, according to Plat thereof recorded in Plat Book 1, Page 104 of the Public Records of Hillsborough County, Florida together with one-half of the closed alleys adjacent thereto on the South side and on the West side thereof.

Lying within the following described boundaries to wit:

Commence at the Northeast corner of Lot 1 in Block 5B as shown by the plat of HENDRY AND KNIGHT'S MAP OF CHAMBERLAIN'S SUBDIVISION according to the Plat thereof recorded in Plat Book 5, Page 10, and re-recorded in Plat Book 10, page 23, of the Public Records of Hillsborough County, Florida; thence run North 89°50'02" West (Bearings based on U.S.C. and G.S. Datum), 79.98 feet along the South right-of-way line of Eunice Avenue to a point on the easterly right-of-way line of the Cumberland Avenue - Platt Street Connector as established by Official Record Book 8606, page 798 of the Public Records of Hillsborough County, Florida, said point being the POINT OF BEGINNING of herein described parcel; thence run South 38°26'02" East, along said easterly right-of-way line, 92.62 feet to the beginning of a curve concave to the Northeast having a radius of 337.00 feet; thence run Southeasterly along said easterly right-of-way by the arc of said curve 33.40 feet through a central angle of 05°40'44" to a point on the East line of the aforesaid Lots 1 and 7; thence run South 00°13'18" West, along said East line, 67.25 feet to a point on the southwesterly right-of-way line of the Cumberland Avenue - Platt Street Connector as established by Official Record Book 8272, page 627 of the Public Records of Hillsborough County, Florida, said point being the beginning of a curve concave to the Northeast having a radius of 387.00 feet; thence run Northwesterly along said westerly right-of-way line by the arc of said curve 84.77 feet through a central angle of 12° 33'00" to a point on the westerly right-of-way line of the Cumberland Avenue - Platt Street Connector as established by Official Record Book 8272, page 630 of the Public Records of Hillsborough County, Florida; thence along said westerly right-of-way, 1.82 feet along a prolongation of the previous curve through a central angle of 0°16'09" to a point of tangency; thence run North 38° 26'02" West, along said westerly right-of-way line, 126.21 feet to the Southern-most corner of Parcel 103.1 as

recorded in Official Record Book 3050, page 270 of the Public Records of Hillsborough County, Florida; thence North 38°26'02" West, along the westerly boundary of said Parcel 103.1, 6.33 feet to a point on the South right-of-way line of Eunice Avenue; thence run South 89°50'02" East along the South right-of-way line of Eunice Avenue, 63.97 feet to the POINT OF BEGINNING.

Containing 8,650 square feet more or less.

103.1A Section 10002-2517 (O.R. Book 3019, page 1293)

THAT PART OF:

Lots 1 to 4 inclusive, Lots 19, 20, 21 and Lot 18 less West 10 feet and the North 30 feet of the West 30 feet in Block 98 of HENDRY AND KNIGHT'S MAP OF THE GARRISON, according to plat thereof as recorded in Plat Book 2, Page 73 of the Public Records of Hillsborough County, Florida

Lying within the following described boundaries to wit:

Commence at a cross in brick marking the Northwest corner of Government Lot 14, Section 19, Township 29 South, Range 19 East, Hillsborough County, Florida; thence run North 89°37'24" West (Bearings based on U.S.C. and G.S. Datum), 224.04 feet to a point; thence run South 00°22'36" West, 25.18 feet to an iron pipe marking the Northeast corner of Lot 1 in Block 98 of HENDRY AND KNIGHT'S MAP OF THE GARRISON, according to the plat thereof as recorded in Plat Book 2, Page 73 of the Public Records of Hillsborough County, Florida and said iron pipe also lying at a point of intersection with the existing Southerly right-of-way line of Cumberland Avenue and the existing Westerly right-of-way line of Jefferson Street; said iron pipe being the POINT OF BEGINNING of the herein described parcel; thence run South 00°27'28" West, 34.30 feet along said Westerly right-of-way line to a point; thence run North 27°08'12" West, 38.88 feet to a point of intersection with said Southerly right-of-way line of Cumberland Avenue; thence run South 89°36'18" East, 18.01 feet to the POINT OF BEGINNING.

Containing 309 square feet, more or less.

104.1 (O.R. Book 3083, page 264)

THAT PART OF:

Lots 4 through 6 in Block 3 of A.W. GILCHRIST'S OAK GROVE ADDITION TO TAMPA according to Plat thereof recorded in Plat Book 2, Page 31 of the Public Records of Hillsborough County, Florida; also all of the East and West alley of Block 3 (now closed); also the North 40 feet of Lots 1, 2 and 3 in Block 6 of said subdivision; that portion of Conway Street (now closed) lying between a Northerly extension of the East and West line of said Block 6.

Lying within the following described boundaries to wit:

For a POINT OF BEGINNING of herein described parcel commence at an iron rod marking the Southwest corner of the North 40 feet of Lot 1 in Block 6 of A.W. GILCHRIST'S OAK GROVE ADDITION TO TAMPA according to plat thereof recorded in Plat Book 2, Page 31 of the Public Records of Hillsborough County, Florida; thence run North 00°21'25" East (Bearings based on U.S.C. and G.S. Datum), 67.70 feet to the beginning of a curve concave to the Northeast having a radius of 337.00 feet; thence run Southeasterly along the arc of said curve 133.40 feet through a central angle of 22°40'51" to the end of said curve; thence run South 00°21'25" West, 10.99 feet to an iron rod marking the Southeast corner of the North 40 feet of Lot 3 of Block 6 in aforementioned subdivision; said point also being on the North Right-of-Way line of Platt Street; thence run North 89°49'27" West, along the North right-of-way line of Platt Street 119.97 feet to the POINT OF BEGINNING.

Containing 4,137 square feet more or less.

104.1A Section 10002-2517 (O.R. Book 3019, page 1291)

THAT PART OF:

Lots 1 to 4 inclusive, Lots 11, 12 and 13 in Block 101 of HENDRY AND KNIGHT'S MAP OF THE GARRISON, according to plat thereof as recorded in Plat Book 2, Page 73 of the Public Records of Hillsborough County, Florida

Lying within the following described boundaries, to wit:

Commence at a cross in brick marking the Northwest corner of Government Lot 14, Section 19, Township 29 South, Range 19 East, Hillsborough County, Florida; thence run North 89°37'24" West (Bearings based on U.S.C. and G.S. Datum), 201.64 feet to a point; thence run South 00°25'19" West, 485.91 feet to a point; thence run North 89°34'41" West, 22.59 feet to a point; said point being the Southeast corner of Lot 13, in Block 101 of HENDRY AND KNIGHT'S MAP OF THE GARRISON, according to the plat thereof as recorded in Plat Book 2, Page 73 of the Public Records of Hillsborough County, Florida and said point also being at a point of intersection with the existing Northerly right-of-way line of Platt Street and the existing Westerly right-of-way line of Jefferson Street; said point of intersection being the POINT OF BEGINNING of herein described parcel; thence run North 89°00'06" West, 60.94 feet to a point of intersection with a curve concave to the Northwest having a radius of 70.00 feet; thence from a tangent bearing North 14°20'51" East, run Northwesterly along the arc of said curve 85.96 feet through a central angle of 70°21'22" to the end of said curve; thence run South 00°27'28" West, 53.42 feet to the POINT OF BEGINNING.

Containing 926 square feet, more or less.

PARCEL 104.1 BEING SUBJECT TO THE FOLLOWING:

Those portions of above described Parcel 104.1 previously conveyed to the City of Tampa as right-of-way easements in Deed Book 1164, PAGE 41 and Deed Book 1171, page 416, of the Public Records of Hillsborough County, Florida.

701.1

THAT PART OF:

Eunice Avenue lying within the following described boundaries to wit:

Commence at a cross in brick marking the Northwest corner of Government Lot 14, Section 19, Township 29 South, Range 19 East, Hillsborough County, Florida; thence run South 89°51'14" East (Bearings based on U.S.C. and G.S. Datum), 24.06 feet to a point; thence run South 00°08'46" West 25.01 feet to the Northwest corner of Lot 3 in Block 4-A of HENDRY AND KNIGHT'S MAP OF CHAMBERLAIN SUBDIVISION, according to the plat thereof as recorded in Plat Book 10, Page 23, of the Public Records of Hillsborough County, Florida; thence run South 00°14'16" West 70.00 feet to the Southwest corner of Lot 3 of the aforementioned subdivision; thence run South 89°51'07" East 2.46 feet to the easterly right-of-way line of the Cumberland Avenue - Platt Street Connector as established by Official Record Book 8712, page 964 of the Public Records of Hillsborough County, Florida, said point being the beginning of a curve concave to the Southwest having a radius of 363.00 feet; thence run Southeasterly along said right-of-way by the arc of said curve 29.99 feet through a central angle of 04°44'00" to a point of tangency; thence run South 38°26'02" East, along said easterly right-of-way, and along the easterly right-of-way line of the Cumberland Avenue - Platt Street Connector as established by Official Record Book 8606, page 798 of the Public Records of Hillsborough County, Florida, 132.59 feet to the Southeast corner of said lands described in Official Record Book 8606, page 798; thence run South 38°26'02" East, along the easterly boundary of those lands described as Parcel 102.1 in Official Record Book 3042, page 1361 of the Public Records of Hillsborough County, Florida, 17.53 feet to a point on the North Right of Way line of Eunice Avenue and the POINT OF BEGINNING; thence run South 89° 51'07" East along the North Right of Way line of Eunice Avenue 3.84 feet; thence run South 38°26'02" East 76.69 feet to a point on the South Right of Way line of Eunice Avenue; thence run North 89°50'02" West along the South Right of Way line of Eunice Avenue 71.66 feet; thence continue along said South right-of-way line, North 89°50'02" West, 2.70 feet to a point on the easterly boundary of that portion of Eunice Avenue vacated through City of Tampa Ordinance No.8485-A; thence run North 39°05'29" West along said easterly boundary, 77.44 feet to the North Right of Way line of Eunice Avenue; thence run South 89°51'07" East along the North Right of Way line of Eunice Avenue, 7.67 feet to the Southeast corner of those lands described as Parcel 102.1B in Official Record Book 9356, page 967 of the Public Records of Hillsborough County, Florida; thence continue, South 89°51'07" East along the North Right of Way line of Eunice Avenue, 63.96 feet to the POINT OF BEGINNING.

Containing 4,490 square feet more or less.

700.1

THAT PART OF:

Folsom Street lying within the following described boundaries to wit:

Commence at the Northeast corner of Lot 1 in Block 5B as shown by the plat of HENDRY AND KNIGHT'S MAP OF CHAMBERLAIN'S SUBDIVISION according to the Plat thereof recorded in Plat Book 5, Page 10, and re-recorded in Plat Book 10, page 23 of the Public Records of Hillsborough County, Florida; thence run North 89°50'02" West (Bearings based on U.S.C. and G.S. Datum), 79.97 feet along the South right-of-way line of Eunice Avenue to a point on the easterly right-of-way line of the Cumberland Avenue - Platt Street Connector as established by Official Record Book 8606, page 798 of the Public Records of Hillsborough County, Florida; thence run South 38°26'02" East, along said easterly right-of-way, 92.62 feet to the beginning of a curve concave to the Northeast having a radius of 337.00 feet; thence run Southeasterly along said easterly right-of-way by the arc of said curve 33.40 feet through a central angle of 05°40'44" to a point on the West Right of Way Line of Folsom Street and the POINT OF BEGINNING; thence run North 00°13'18" East along the West Right of Way Line of Folsom Street 4.31 feet; thence run South 48°10'31" East 53.47 feet to the East Right of Way Line of Folsom Street; thence run South 00°21'25" West along the West Right of Way Line of Folsom Street 63.87 feet to a point on a curve concave to the Northeast having a radius of 387.00 feet; thence run Northwesterly along the arc of said curve 48.62 feet through a central angle of 07°11'53" to a point on the aforesaid West Right of Way Line of Folsom Street; thence run North 00°13'18" East along the West Right of Way Line of Folsom Street 67.25 feet to the POINT OF BEGINNING.

Containing 2,730 square feet, more or less.

EXHIBIT “B”

Review Items

To the extent that the following are in the custody or control of Seller and can be prepared or obtained without unreasonable effort or expense, and subject to the limitations set forth in Section 7(B) of the Agreement, Seller shall deliver the following Review Items to Purchaser:

- copy of the current rent roll, unless the property is 100% vacant
- copy of Income and Expense Statements for the period of Seller's ownership
- copies of any and all service and maintenance agreements or contracts to be assigned to Purchaser at Closing, if any
- copy of the most recent Phase I Environmental Site Assessment in Seller's possession
- copy of the most recent survey of the Property in Seller's possession

To the extent that the following are in custody or control of Seller and can be prepared or obtained without unreasonable effort or expense, Seller shall allow Purchaser and Purchaser's consultants to review, examine and obtain copies of the following in Seller's Representative offices during the Review Period and Seller shall deliver the following to Purchaser upon Closing:

- copies of the current lease files for all tenants, if any
- copies of any and all service and maintenance agreements or contracts, if any

EXHIBIT "C"

Special Warranty Deed

**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

Telephone: _____

Parcel Identification No. _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this _____ day of _____, 2016, by _____, a _____, whose address is _____ ("Grantor"), to _____, a _____, whose address is _____ ("Grantee").

WITNESSETH: That Grantor for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, conveys and confirms unto Grantee all that certain land situated in _____ County, Florida, more particularly described in **Exhibit "A"** hereto, together with all improvements thereon and all rights and appurtenances appertaining thereto (herein collectively called the "Property").

This conveyance is given and accepted subject to the permitted exceptions set forth on **Exhibit "B"** hereto and to any and all municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the Property (herein called the "Permitted Encumbrances").

Grantee, by its acceptance hereof, agrees to assume and be solely responsible for payment of all ad valorem taxes pertaining to the Property for the calendar year 2016 and subsequent years; there having been a proper proration of same between Grantor and Grantee.

TO HAVE AND TO HOLD the Property unto Grantee, its legal representatives, successors, and assigns forever; and Grantor does hereby bind itself, its legal representatives, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Encumbrances, unto Grantee, its legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

WITNESS THE EXECUTION HEREOF as of the ____ day of _____, 2016.

WITNESSES:

GRANTOR:

_____, a _____

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF _____)
COUNTY OF _____) ss.

This instrument was acknowledged before me on _____, 2016, by _____, in its capacity as _____ of _____.

Notary Public

My commission expires: _____

EXHIBIT "A" TO DEED

Land Description

EXHIBIT "B" TO DEED
Permitted Encumbrances

EXHIBIT "D"

Assignment and Assumption of Leases and Contracts

THAT this ASSIGNMENT AND ASSUMPTION OF LEASES AND CONTRACTS ("Assignment") is made by and between _____, a _____ ("Assignor"), and _____, a _____ ("Assignee").

RECITALS

1. Concurrently with the execution and delivery of this Assignment, Assignor is conveying to Assignee, by Special Warranty Deed ("Deed") that certain tract of land ("Real Property") more particularly described on **Exhibit "A"** attached hereto and made a part hereof for all purposes, together with the improvements located thereon ("Improvements") and the personal property owned by Assignor upon the Real Property or within the Improvements ("Personal Property").

2. Assignor desires to assign, transfer and convey to Assignee, and Assignee desires to obtain, all of Assignor's right, title and interest in and to the Leases and Contracts (as hereinafter defined), subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the receipt of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Assignor in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby SELL, ASSIGN, CONVEY, TRANSFER, SET OVER, and DELIVER unto Assignee all of Assignor's right, title and interest in and to the following:

(a) all oral or written agreements pursuant to which any portion of the Real Property or Improvements is used or occupied by anyone other than Assignor (collectively, "Leases"); provided, however, that Assignor reserves and retains for itself all claims and causes of action accruing to Assignor with respect to the Leases prior to the effective date hereof; and

(b) all assignable contracts and agreements relating to the upkeep, repair, maintenance or operation of the Real Property, Improvements or Personal Property, including specifically, without limitation, all assignable equipment leases (collectively, "Contracts");

provided, however, that Assignor makes no representation or warranty with respect to the assignability of any of the Leases and Contracts.

By execution of this Assignment, Assignee assumes and agrees to perform all of the covenants, agreements and obligations under the Leases and Contracts binding on Assignor or the Real Property, Improvements, or Personal Property (such covenants, agreements and obligations being herein collectively referred to as the "Contractual Obligations"), as such Contractual Obligations shall arise or accrue from and after the date of this Assignment. Without limiting the generality of the preceding sentence, Assignee acknowledges the receipt of

all security deposits described in the Leases and agrees to apply same in accordance with the terms of the Leases. Assignee hereby agrees to indemnify, hold harmless and defend Assignor from and against any and all third party obligations, liabilities, costs and claims (including reasonable attorney's fees) arising as a result of or with respect to any of the Contractual Obligations that are attributable to the period of time from and after the date of this Assignment.

Assignor agrees to indemnify, hold harmless and defend Assignee from and against any and all third party obligations, liabilities, costs and claims (including reasonable attorney's fees) arising as a result of or with respect to any of the Contractual Obligations that are attributable to the period of time prior to the date of this Assignment.

ASSIGNEE ACKNOWLEDGES THAT IT HAS INSPECTED THE LEASES AND CONTRACTS AND THAT THIS ASSIGNMENT IS MADE BY ASSIGNOR AND ACCEPTED BY ASSIGNEE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, AND WITHOUT RECOURSE AGAINST ASSIGNOR, EXCEPT AS EXPRESSLY SET FORTH HEREIN.

EXECUTED to be effective as of the ____ day of _____, 2016.

ASSIGNOR:

_____, a _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

_____, a _____

By: _____
Name: _____
Title: _____

EXHIBIT “A” TO ASSIGNMENT

Land Description

EXHIBIT "E"

Bill of Sale and Assignment

THAT this BILL OF SALE AND ASSIGNMENT ("Bill of Sale") is made from _____, a _____ ("Assignor"), to _____ ("Assignee").

RECITALS

1. Concurrently with the execution and delivery of this Bill of Sale, Assignor is conveying to Assignee, by Special Warranty Deed ("Deed") that certain tract of land ("Real Property") more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with the improvements located thereon ("Improvements").

2. Assignor desires to assign, transfer and convey to Assignee, and Assignee desires to obtain the Assigned Properties (as hereafter defined), subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the receipt of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby ASSIGN, TRANSFER, SET OVER, and DELIVER to Assignee the following (collectively, "Assigned Properties"):

(a) All of Assignor's right, title and interest in the personal property upon the Real Property or within the Improvements, including specifically, without limitation, heating, ventilation and air conditioning systems and equipment, appliances, furniture, carpeting, tools and supplies, and other items of personal property (excluding cash) used in connection with the operation of the Real Property and the Improvements (collectively, "Personal Property") and the Permits (as defined in the Agreement of Purchase and Sale dated _____, 2016); and

(b) All of Assignor's right, title and interest in and to all assignable warranties and guaranties (express or implied) issued in connection with the Improvements or the Personal Property (collectively, "Warranties"); provided, however, that Assignor makes no representation or warranty with respect to the existence, availability or assignability of any Warranties.

ASSIGNOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE PERSONAL PROPERTY, AND THE SAME IS SOLD IN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. BY EXECUTION OF THIS BILL OF SALE, ASSIGNEE AFFIRMS THAT IT HAS NOT RELIED ON ASSIGNOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PERSONAL PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT ASSIGNOR MAKES NO WARRANTY THAT THE PERSONAL PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE, AND THAT THE PERSONAL PROPERTY IS BEING SOLD TO ASSIGNEE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY.

This Bill of Sale is made by Assignor and accepted by Assignee subject to the "Permitted Exceptions" described in the Deed, to the extent that same are validly existing and affect the Assigned Properties.

EXECUTED to be effective as of the ____ day of _____, 2016.

ASSIGNOR:

_____, a _____

By: _____

Name: _____

Title: _____

ASSIGNEE:

_____, a _____

By: _____

Name: _____

Title: _____

EXHIBIT "A" TO BILL OF SALE

Land Description

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the “**Amendment**”) is effective as of the ____ day of _____, 2018, by and between **TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY**, a body politic and corporate existing under the laws of Florida (the “**Authority**”) and Ardent Mills, LLC, a Delaware limited liability company (“**Ardent Mills**”) who state as follows:

WITNESSETH:

WHEREAS, as of the date of Amendment, Ardent Mills claims an interest in and right to utilize certain real property described in and visually depicted in the attached **Exhibit A** (the “**Authority Property**”) by and through: a Lease Agreement effective June 1, 2006 by and between the Tampa-Hillsborough Expressway Authority (“**Authority**”) as landlord, and ConAgra Foods, Inc. (“**ConAgra**”) (predecessor in interest to Ardent Mills) as tenant (the “**Lease**”) (which is incorporated by reference); a Stage 2/CSXT/THCEA/ConAgra Side Track Agreement dated March 29, 2004 (the “**Side Track Agreement**”) (which is incorporated by reference); and possibly other agreements/arrangements;

WHEREAS, ConAgra and the Authority entered into that First Amendment to Lease dated October 26, 2007, which has expired by its own terms;

WHEREAS, the Authority consented to ConAgra’s assignment of the Lease to Ardent Mills on November 7, 2013;

WHEREAS, the Authority desires to provide an easement for general public right-of-way over and across a portion of the Authority Property so that the Authority may extend Meridian Avenue to the replatted East Cumberland Avenue; and

WHEREAS, the Authority has requested Ardent Mills to release, terminate, extinguish and render null and void its rights with respect to only a portion of the Authority Property under the Lease, effective November 1, 2020, legally described in and visually depicted by the survey attached as **Exhibit “B”** together with certain real property located south of E Cumberland Ave and north of Channelside Drive in Tampa, Florida legally described in and visually depicted by the survey attached as **Exhibit “C”** (collectively, the “**Released Property**”), and certain personal property existing thereon including but not limited to railroad tracks pursuant to that Irrevocable Termination and Release of All Right, Title and Interest in Property substantially in the form set forth in **Exhibit D**; (the “**Release**”);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in the Agreement and this Amendment, the parties hereto agree as follows:

1. Recitals. The above stated recitals are incorporated herein by reference.
2. Consent. Ardent Mills hereby acknowledges, approves and consents to release, terminate, extinguish and render null and void any and all interests in and rights to the Released Property only effective as of November 1, 2020, pursuant to the terms of the Irrevocable Termination

and Release of All Right, Title and Interest in Property set forth in Exhibit C and incorporated herein.

3. For purposes of the Lease Agreement all references to ConAgra shall mean Ardent Mills.
4. Term and Termination.

Section 2(b) and (c) of the Lease Agreement is deleted in its entirety and replaced with a new Section 2(b) and (c) as follows:

(b) Ardent Mills may terminate this Agreement at any time by giving advance written notice to the Authority, without cause and regardless of performance or nonperformance of any covenants or agreements contained herein and regardless of rental having been paid in advance for any period, and without any loss or damage to either party as a result of such termination or cancellation; provided, however, Ardent Mills shall be responsible for the payment of all accrued rent, until Cessation of Mill Operations, or when Ardent Mills notifies the Authority, in writing, that Ardent Mills has ceased operations at the Plant. Upon such notice of termination, the Authority will seek any rent that accrues relating to improvements and encroachments from the then-current owner of the property of the Plant, but not Ardent Mills, and any restoration of the Authority Property as described more particularly herein in Paragraph 2(c), below, Applicable Taxes, Utility Charges and other amounts due under this Agreement will be the responsibility of the then-current owner of the property of the Plant, but not Ardent Mills.

(c) At the end of the Lease Term or earlier termination of this Agreement, Ardent Mills agrees to peaceably and quietly leave and surrender and deliver up the Premises and any improvements thereon to the Authority in as good order and condition as when received, subject to changes, alterations, replacements, and repairs made by Ardent Mills under written authorization therefore from the Authority and normal wear and tear; provided, however, it shall be the sole responsibility of the then-current owner of the Plant, not Ardent Mills, to remove any of its improvements and encroachments within the Premises and restore and repair any damage to the Premises (including, but not limited to, trenches, holes, cuts, trash piles, etc.) resulting from said removal within sixty (60) days after termination, and the then-current owner of the Plant, not Ardent Mills, shall be responsible for the payment of rent for so long as its improvements and encroachments remain upon the Premises or the Premises remain unrepaired. If such improvements are not removed within sixty (60) days after termination, the Authority shall have the right but not the duty to remove the improvements and encroachments and restore the Premises at the expense of the then-current owner of the Plant. Notwithstanding any of the foregoing to the contrary, with respect to Ardent Mills' now existing encroachments of buildings and improvements only (but not including its "Rail Facilities", as defined in Paragraph 3(b) below), the rent applicable to the land area occupied by the same will be limited to a prorate amount of the rent otherwise payable for the Premises, based on the square footage of land occupied by said encroachments, until they are removed following such termination, and in all events such encroachments shall be removed from the Premises by the then-current owner of the Plant, but not Ardent Mills, no later than eighteen (18) months following the effective date of said termination. The Parties agree that the attached Exhibit B is a true and accurate depiction of the ownership of the

railroad track existing on the Premises as of the date hereof, and the Parties agree that Ardent Mills' railroad track, including any replacement thereof, will not be deemed to be an Ardent Mills improvement which Ardent Mills or the then-current owner of the Plant would otherwise be required to remove at the end of the Lease Term; provided, however, if Ardent Mills or the then-current owner of the Plant fails to remove its railroad track within sixty (60) days after such termination, said track will be deemed to be property of the Authority, who will then be entitled to remove and receive any salvage value for the same, at the Authority's sole cost and expense, notwithstanding any provision of the Stage 2/CSXT/THCEA/CONAGRA Side track Agreement designated Agreement No. CSX 046995 and dated March 29, 2004 (the "Stage 2 Agreement") to the contrary. In this latter event, on request by the Authority, Ardent Mills or the then-current owner of the Plant will transfer title to the railroad track existing on the Premises as of the date thereof to Authority, free of liens of anyone claiming through Ardent Mills or the then-current owner of the Plant, by bill of sale. For sake of clarity, as of the Effective Date of this Second Amendment it is Ardent Mills intent to leave the Rail Facilities and to no remove the railroad track or Rail Facilities.

5. Other Property. Ardent Mills expressly retains its claim of interest in and a right to utilize all other Authority Property other than the Released Property leased to it under the Lease Agreement until the termination of such Lease Agreement in accordance with the terms therein.
6. Conflict of Provisions. In the event of a conflict between any provisions contained in the Lease Agreement and this Amendment, the terms contained in this Amendment shall control and govern the parties and their respective rights and duties. All other provisions of the Lease Agreement are hereby ratified, restated and reaffirmed in their entirety.
7. Counterparts. This Amendment may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement. Facsimile or electronic copies of this Amendment shall be valid for all purposes.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

WITNESSES:

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**, a body politic
and corporate existing under the laws of the
State of Florida

Print Name: _____

By: _____

Print Name: _____

Its: _____

Dated: _____, 2018

ARDENT MILLS, LLC, a Delaware limited
liability company

Print Name: _____

By: _____

Print Name: _____

Its: _____

Dated: _____, 2018

EXHIBIT A – Exhibit of the entire property Ardent Mills leases

EXHIBIT B –Exhibit A to draft Irrevocable Termination and Release of All Right, Title and Interest in Property

EXHIBIT C – Exhibit B to Irrevocable Termination and Release of All Right, Title and Interest in Property

Exhibit D - Draft Irrevocable Termination and Release of All Right, Title and Interest in Property

IV. D. 1.

**Annual Evaluations
of the Executive Director & General Counsel
Chairman**

Action: Acceptance of the Board Members' Evaluations of the Executive Director and General Counsel.

Tampa Hillsborough County Expressway Authority
General Counsel's Performance Appraisal

Instructions: The General Counsel's primary areas of responsibility have been organized below into five key categories with selected individual appraisal factors shown within each category.

- Written performance review forms will be provided to each Board member.
- Board Members should rate the General Counsel's performance for each major category as being: E (Excellent/Highly Commendable), S (Satisfactory) or U (Unsatisfactory). An overall rating and any pertinent comments should be provided at the bottom of page 2.
- Completed review forms will be routed to the Board Chair and Executive Director.
- Board Members may individually contact the General Counsel to discuss their evaluation.
- The Board Chair will meet with the General Counsel to review the Board members' evaluations.
- A summary of the evaluation process will be presented by the Board Chair in open session (Committee as a Whole or Board Meeting). The Board shall then move to accept the evaluations and summaries.

A. Board Relations – Rating S

1. Fully supports Board policies and decisions.
2. Has a positive attitude and maintains a harmonious working relationship with the Board.
3. Understands his role in advising the Board on policies, procedures and makes clear legal recommendations and accepts responsibility.
4. Treats all Board members impartially and equally.
5. Is readily available to meet with Board members and keeps them informed.

B. Community/Governmental Relations – Rating E

1. Works effectively and actively with community and governmental entities.
2. Promotes a friendly and cooperative relationship with community and governmental entities and other professionals.
3. Maintains a position of professionalism and respect within the community.
4. Solicits and gives attention to problems and issues raised by community members regarding Authority activities.

C. Organizational/Personnel Relations – Rating S

1. Encourages and promotes professional organizational and personal behavior and high standards of performance.
2. Develops and executes sound organizational and personnel procedures and works to enhance employee morale and loyalty.
3. Treats all personnel fairly without favoritism or discrimination.

4. Provides appropriate direction/guidance and legal advice to the Executive Director, Managers and staff of the Authority.

D. Business/Finance/Procurement/Ethics – Rating S

1. Understands the Authority's business/financial objectives.
2. Keeps well informed on needs and activities of the organization.
3. Ensures that the organization adheres to Public Records and Sunshine Laws and that Board and Staff maintain the ethical requirements of the organization.
4. Evaluates various legal issues and requirements and makes appropriate recommendations to satisfy those requirements.
5. Works well with Authority tenants and interests, establishing good relations and enhancing the Authority's business environment.
6. Implements and encourages the ethical and legal administration of the organization's public services.

E. Personal Qualities/Professional Leadership – Rating S

1. Maintains high standards of ethics, honesty, and integrity in all personal and professional matters.
2. Devotes his full time and energy effectively to his job.
3. Writes clearly, concisely and speaks well in front of large and small groups, expressing his ideas in a logical and forthright manner.
4. Thinks well on his feet when asked questions or when faced with an unexpected turn of events.
5. Provides leadership and sets good examples.

Comments:

Patrick and I have spoken this past year on communication within the management team and the importance of collaboration amongst the leadership. I have also asked Patrick to be engaged earlier in some issues, and he has responded favorably to my request.

OVERALL RATING S

Vincent J. Cassidy /s/

07/27/18

Board Member's Signature

Date

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E. Personal Qualities/Professional Leadership – Rating E

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4. Thinks well on his feet when asked questions or when faced with an unexpected turn of events.
5. Provides leadership and sets good examples.

Comments:

Patrick has continued to proactively reach out to board members (at least from my perspective) by providing pertinent background information regarding any legal issues. He is always available for questions and articulates his positions well as legal counsel for THEA. As board members our involvement with counsel is limited (not on a daily or weekly basis) so sections B & C were more difficult in providing a proper evaluation.

OVERALL RATING E

Bennett H. Barrow /s/

07/27/18

Board Member's Signature

Date

Tampa Hillsborough County Expressway Authority

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RATING: E (Excellent/Highly Commendable), S (Satisfactory) or U (Unsatisfactory)

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C. Organizational/Personnel Relations -- PLEASE CIRCLE YOUR RATING CHOICE BELOW

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D. Business/Finance/Customer Relations – PLEASE CIRCLE YOUR RATING CHOICE BELOW
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RATING: E (Excellent/Highly Commendable), S (Satisfactory) or U (Unsatisfactory)

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5. Provides leadership and sets good examples.

Comments:

A. OVERALL RATING – PLEASE CIRCLE YOUR RATING CHOICE BELOW
RATING: E (Excellent/Highly Commendable), S (Satisfactory) or U (Unsatisfactory)

Board Member's Signature

Date

10/11/2018

Tampa Hillsborough County Expressway Authority
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Comments:

OVERALL RATING E

Shaun Oxtal /s/

09/07/18

Board Member's Signature

Date

Tampa Hillsborough County Expressway Authority

General Counsel's Performance Appraisal

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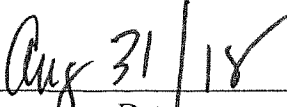
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Comments:

A. OVERALL RATING – PLEASE CIRCLE YOUR RATING CHOICE BELOW
RATING: E (Excellent/Highly Commendable), S (Satisfactory) or U (Unsatisfactory)


Board Member's Signature


Date

Tampa Hillsborough County Expressway Authority
General Counsel's Performance Appraisal

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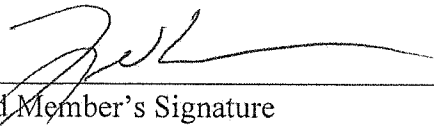
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Comments:

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RATING: E (Excellent/Highly Commendable), S (Satisfactory) or U (Unsatisfactory)


Board Member's Signature

8/7/2018
Date

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Comments:

Patrick has provided good service to me as a member of the Board. I find him to be very knowledgeable and resourceful. He has reached out to FDOT on occasion and been collaborative. Only suggestion would be to not allow frustration to be exhibited in public forum, although this is based on limited exposure. Overall I think he does a very good job.

OVERALL RATING E

Secretary David Gwynn, FDOT D-7 /s/

08/02/18

Board Member's Signature

Date

Tampa Hillsborough County Expressway Authority
Executive Director's Performance Appraisal

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A. Board Relations – Rating E

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2. Has a positive attitude and maintains a harmonious working relationship with the Board.
3. Understands his role in administration of Board policies, makes clear recommendations and accepts responsibility.
4. Treats all Board members impartially and equally.
5. Is readily available to meet with Board members and keeps them informed.

B. Community/Governmental Relations – Rating E

1. Works effectively and actively with community and governmental entities.
2. Promotes a friendly and cooperative relationship with community and governmental entities and the news media.
3. Has achieved a position of leadership and respect within the community.
4. Solicits and gives attention to problems and issues raised by community members regarding Authority activities.

C. Organizational/Personnel Relations – Rating E

1. Encourages and promotes professional organizational and personal behavior and high standards of performance.

2. Develops and executes sound organizational and personnel procedures and works to enhance employee morale and loyalty.
3. Treats all personnel fairly without favoritism or discrimination.
4. Provides appropriate direction/guidance to subordinates, delegates authority and responsibility and holds individuals accountable.

D. Business/Finance/Customer Relations – Rating E

1. Establishes and achieves business/financial objectives.
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3. Ensures that funds are spent wisely, and adequate control and accounting procedures are maintained.
4. Evaluates financial requirements and makes appropriate recommendations to satisfy funding requirements.
5. Works well with Authority tenants and interests, establishing good relations and enhancing the Authority's business environment.
6. Implements and encourages a philosophy of top quality customer service.

E. Personal Qualities/Professional Leadership – Rating E

1. Maintains high standards of ethics, honesty, and integrity in all personal and professional matters.
2. Devotes his full time and energy effectively to his job.
3. Writes clearly, concisely and speaks well in front of large and small groups, expressing his ideas in a logical and forthright manner.
4. Thinks well on his feet when asked questions or when faced with an unexpected turn of events in a large group meeting.
5. Provides leadership and sets good examples.

Comments:

Joe continues to perform at an exceptional level and is a strong community voice and leader with transportation issues. Many community leaders have expressed their favorable opinion of Joe's performance and engagement within the community. I encourage Joe to continue his strategic thinking as it relates to how THEA can be a catalyst with solutions and resources that help our region including the downtown development projects.

OVERALL RATING E

Vincent J. Cassidy /s/

07/27/18

Board Member's Signature

Date

Tampa Hillsborough County Expressway Authority
Executive Director's Performance Appraisal

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4. Thinks well on his feet when asked questions or when faced with an unexpected turn of events in a large group meeting.
5. Provides leadership and sets good examples.

Comments:

Joe has done a great job not only maintaining a fiscally efficient organization but also continuing to put THEA on the map for various long- term strategic initiatives. Most importantly he has assembled a great team at THEA, which reflects his strength as an effective leader.

OVERALL RATING E

Bennett Barrow /s/

07/27/18

Board Member's Signature

Date

Tampa Hillsborough County Expressway Authority

Executive Director's Performance Appraisal

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Comments:

A. OVERALL RATING – PLEASE CIRCLE YOUR RATING CHOICE BELOW
RATING: E (Excellent/Highly Commendable), S (Satisfactory) or U (Unsatisfactory)

Board Member's Signature

Date

10/11/2018

Tampa Hillsborough County Expressway Authority
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Comments:

OVERALL RATING E

Shaun Oxtal /s/

Board Member's Signature

09/07/18

Date

Tampa Hillsborough County Expressway Authority

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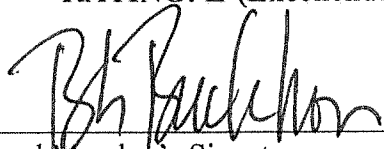
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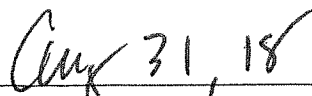
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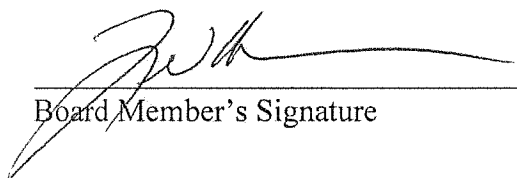
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Comments:

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Board Member's Signature

8/7/2018
Date

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Comments:

Joe is an excellent Director of THEA. He represents the authority well in the public as well as in professional societies. Under his leadership THEA has become a leader in innovative technology applications. He is a valuable member of the transportation community and works very collaboratively with FDOT and is a solid member on the MPO Board.

OVERALL RATING E

Secretary David Gwynn, FDOT D-7 /s/

08/01/18

Board Member's Signature

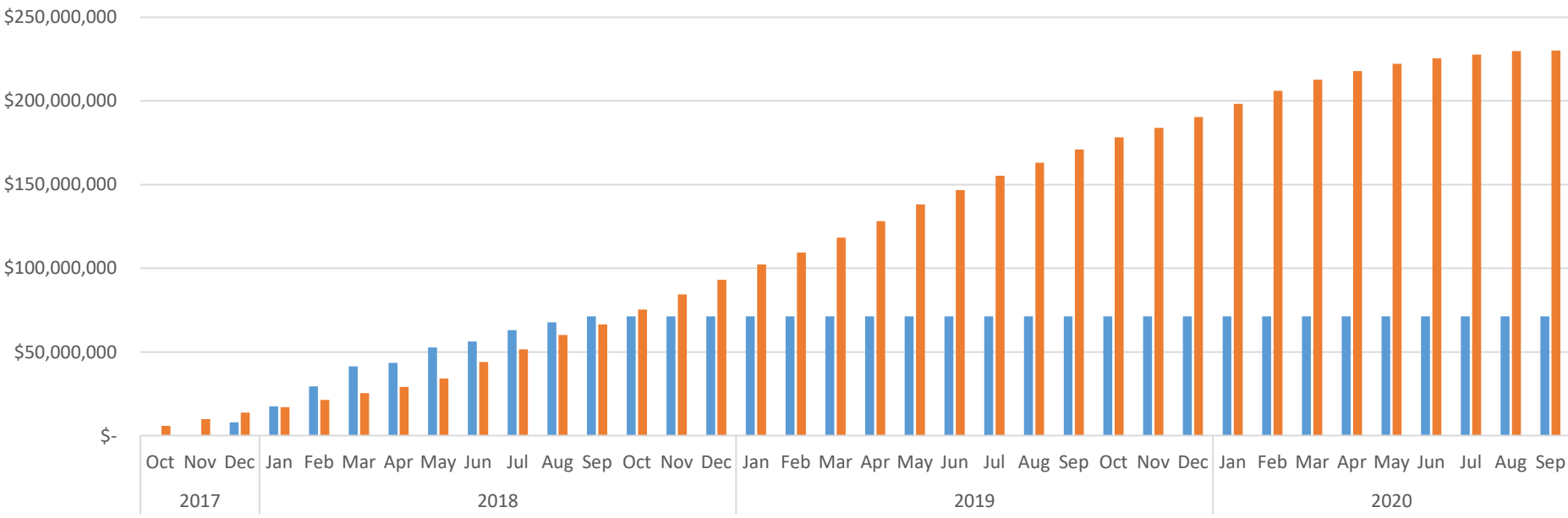
Date

V. A.
Staff Reports

Operations & Maintenance Report
David May, P.E.

Selmon West Extension

Baseline Payout



Sum of Accumulated Actual
Sum of Accumulated Projection





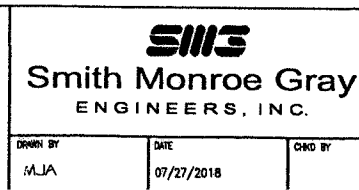








1	UPDATE PER DESIGN REVIEW	MAY	10/12/18	N/A				
0	ISSUED FOR CONSTRUCTION	MAY	09/28/18	N/A				
SUM	TOTAL RESPONSES	RV	DAT	DATE				



KIEWIT INFRASTRUCTURE SOUTH CO. SELMON WEST EXTENSION SEGMENT TRANSPORT GRILLAGE & LASHING PIER SEGMENT ELEVATION		
SCALE AS NOTED	DWG. NO. 17-329T-03	REV. 1

V. B.
Staff Reports

Communications Report
Sue Chrzan



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Legislative 'usurping' brings costly lower Miami-Dade County Expressway Authority bond rating

Written by Jesse Scheckner on August 14, 2018



Citing

"unprecedented intervention" by the Florida Legislature, one of the nation's top credit-rating agencies has downgraded the outlook on all Miami-Dade County Expressway Authority (MDX) senior-rated bonds from "stable" to "negative."

By "usurping local autonomy" in reducing state tolls and diverting surplus revenues to other county projects, state lawmakers forced MDX to slash its tolls system-wide by an average of 6.28% this year, overriding MDX's plan to increase tolls to match the rise in the consumer price index in 2019, according to a July 27 report by Fitch Ratings.

The May 2017 bill, sponsored by Rep. Bryan Avila and supported by Florida House Speaker Pro Tempore Jeanette Núñez and Sens. Anitere Flores and Rene Garcia, also requires MDX to allot at least 20% of its surplus revenues to other county transportation and transit projects near MDX roadways.

Ms. Núñez, Ms. Flores and Mr. Garcia did not respond to requests for comment, and Mr. Avila's office was not provided sufficient time to respond.

Miami-Dade Commission Chairman Esteban Bovo Jr. at the time said he applauded the move, adding it would "provide much needed toll relief and further development of transit operations" for county residents.

Mr. Bovo, currently on recess, did not provide a comment for this article.

This June, MDX's then-chairperson Shelly Smith Fano said she was "thrilled to announce" the toll reductions, effective July 1.

"The MDX board has always acted on the best interest of Miami-Dade County, MDX bondholders and most importantly our valued customers," Ms. Smith Fano said in a prepared statement for the June 8 release. "MDX has been an exceptional steward of our customers' toll dollars and have continually kept our promises by delivering roadway projects on time and on budget."

MDX officials declined to comment for this article. "The press release has all the information," MDX spokesperson Tere Garcia wrote.

But Florida Transportation Commission member Maurice Ferré, a former MDX board member and four-term Miami mayor, says the toll reduction and revenue rerouting were done for political reasons, and any short-term savings for residents will be undone by even higher tolls down the

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road, the result of increased bond interest rates whose costs will be passed on to drivers.

"It really should be categorized as criminal negligence," he said. "It's a tragic move by ignorant people going in the wrong direction with good intentions based on political considerations without understanding the consequence of their actions. They don't understand the system."

Other major metropolitan areas in the state, like Tampa and Orlando, whose Central Florida Expressway Authority last year froze tolls while voting to keep future toll increases to 1.5% over five years, are further evidence, Mr. Ferré said, that state legislators are discriminating against MDX. "Even after we increased our tolls in 2013 and 2014, which is why Jeanette Núñez is angry, we were still the average, so Miami users – the toll users of MDX – are not paying more than toll users in Tampa, Orlando or other places around the country," he said. "MDX had to be very cautious to not go over these averages. The question is, why did the legislators in Tampa and Orlando react differently than the ones from Miami-Dade County? They mean well – I don't think they do this out of malice or to hurt. But what Jeanette Núñez is doing – she thinks she's being bold and brave, but what she's really being is brazen."

MDX has maintained its system and facilities satisfactorily and kept a "robust" roadway inspection schedule, Fitch Ratings personnel wrote, but ongoing maintenance could be impacted by the state-ordained reductions.

Such a "fundamental policy shift," the report states, raises concern about the state intervention's long-term impact on MDX's future fund allocation for capital expenditures, its ability to issue additional debt and future legal actions further impacting the organization's independent rate-making flexibility.

"In the near term, the measurement prompted MDX to suspend \$192 million worth of projects not currently under project," the team, led by primary analyst Stacey Mawson, wrote. "However, the majority (\$561.6 million) of the authority's five-year \$678.2 million work program is earmarked for expansion and capacity improvements, leaving a manageable amount for system maintenance and repairs."

That budgeted amount, which runs through fiscal 2022, is reflective of a larger \$1.2 billion project cost encompassing 50 projects, 45% of which is already completed.

Fitch Ratings affirmed MDX's "A" rating on \$1.434 billion outstanding revenue and refunding bonds.

The rating, the report states, reflects the essentiality of MDX's roadway system to Miami area commuters, its logistical proficiency in managing system assets and effective maintenance, planning and expansion, such as its recent implementation of the Open Road Tolling system. Because limited alternative routes exist for commuters to travel through the corridors MDX serves on its five expressways, the system has "a mature traffic profile with steady annual increases in toll transactions," though the report added that growth is "projected to level off in forthcoming years." Future potential developments that Fitch Ratings determined could lead to negative rating action include:

- An unclear long-term toll policy and/or continued legislation requiring toll rate reductions.
- Transferring surplus cash for non-project county uses, which limits economic rate-setting and timely investment in system assets.
- Demonstrated lack of legal independent rate-setting authority.
- Underperformance of traffic and revenue with an unwillingness or inability to accordingly adjust tolls.

In 2017, transactions on all MDX roads stabilized, increasing 5% to approximately 495 million transactions in fiscal 2017, the second year 100% of tolls were collected electronically. SunPass collections accounted for 81%. Toll-by-Plate accounted for 17%.

Actual transactions for the first 10 months of fiscal 2018 are 6% lower than forecast due to 18 days of lost toll collections due to Hurricane Irma, though the Fitch report states transactions would still be 1.1% lower than expected if hurricane days were excluded.

MDX, formed in 1994, is responsible for operating, maintaining and improving an expressway system currently comprising the Airport (SR 112), Dolphin (SR 836), Don Shula (SR 874) and Snapper Creek (SR 878) expressways, as well as the Gratigny Parkway (SR 924).

V. C.
Staff Reports

Toll Operations
Rafael Hernandez

V. D.

Staff Reports

Finance Report

Amy Lettelleir, Esq.

VI. A. 1.

Executive Reports

Executive Director – *Joe Waggoner*

Contracts Reporting

**Upcoming Renewals & Expirations
and
Contract Close-Out Report**

**CONTRACT RENEWAL
and
EXPIRATION REPORT
(> \$30,000)**

Report for the month of: **October 2018**

Project Manager	Firm	Description of Services	Contract Amount	Contract Effective Date	Contract Expiration Date	Term of Contract (Years)	Bid / Renew / End
Patrick Maguire	Arthur J. Gallagher	Insurance Broker Services	\$ 50,000	4/4/2016	4/3/2019	3 Years + 2 additional one-year renewal option	Renew (1st year renewal ~ April 2019 - March 2020)

VI. B.

Executive Reports

General Counsel – *Patrick Maguire, Esq.*

VI. C.
Executive Reports

Chair – *Vincent Cassidy, Chairman*

Upcoming Meetings
and
Proposed 2019 Meeting Schedule

Tampa-Hillsborough Expressway Authority
Meeting Schedule
2018

January

1/08/18	Committees as a Whole Board Workshop	1:30 p.m.
1/22/18	Board Meeting	1:30 p.m.

February

2/12/18	Committees as a Whole	1:30 p.m.
2/26/18	Board Meeting	1:30 p.m.

March

3/12/18	Committees as a Whole	1:30 p.m.
3/26/18	Board Meeting	1:30 p.m.

April

4/09/18	Committees as a Whole	1:30 p.m.
Date Changed 4/23/18 4/16/18	Board Meeting	1:30 p.m.

May

5/07/18	Committees as Whole (Workshop)	1:30 p.m.
5/21/18	Board Meeting	1:30 p.m.

June

6/11/18	Committees as a Whole	1:30 p.m.
6/25/18	Board Meeting	1:30 p.m.

July

7/09/18	Committees as a Whole	1:30 p.m.
7/23/18	Board Meeting	1:30 p.m.

August

8/13/18	Committees as a Whole	1:30 p.m.
8/27/18	Board Meeting	1:30 p.m.

September

9/10/18	Committees as a Whole	1:30 p.m.
9/24/18	Board Meeting	1:30 p.m.

October

Date Changed 10/15/18 10/11	Committees as a Whole	1:30 p.m.
10/29/18	Board Meeting	1:30 p.m.

November

11/05/18	Committees as a Whole	1:30 p.m.
11/26/18	Board Meeting	1:30 p.m.

December

12/03/18	Committees as a Whole	1:30 p.m.
12/17/18	Board Meeting	1:30 p.m.

Note: Meetings of Committees as a Whole will be held in the Expressway's 3rd floor conference room.
Monthly Board meetings will be held in the Expressway's 1st floor Board room.
January 8th Board Workshop held at USF CAMLS 124 S. Franklin Street, Tampa, FL 33602
May 7th Committees as a Whole (Workshop) will be held in the Expressway's 3rd floor conference room.



2019 Board Meeting Schedule

January

1/14/2019	Board Committees as a Whole Meeting	1:30 p.m.
1/28/2019	Board Meeting	1:30 p.m.

February

2/11/2019	Board Committees as a Whole Meeting	1:30 p.m.
2/25/2019	Board Meeting	1:30 p.m.

March

3/11/2019	Board Committees as a Whole Meeting	1:30 p.m.
3/25/2019	Board Meeting	1:30 p.m.

April

04/08/2019	Board Committees as a Whole Meeting	1:30 p.m.
04/22/2019	Board Meeting	1:30 p.m.

May

05/06/2019	Board Committees as a Whole Meeting	1:30 p.m.
05/13/2019	Board Meeting	1:30 p.m.

June

06/03/2019	Board Committees as a Whole Meeting	1:30 p.m.
06/17/2019	Board Meeting	1:30 p.m.

July

07/08/2019	Board Committees as a Whole Meeting	1:30 p.m.
07/22/2019	Board Meeting	1:30 p.m.

August

08/12/2019	Board Committees as a Whole Meeting	1:30 p.m.
08/26/2019	Board Meeting	1:30 p.m.

September

09/09/2019	Board Committees as a Whole Meeting	1:30 p.m.
09/23/2019	Board Meeting	1:30 p.m.

October

10/07/2019	Board Committees as a Whole Meeting	1:30 p.m.
10/28/2019	Board Meeting	1:30 p.m.

November

11/04/2019	Board Committees as a Whole Meeting	1:30 p.m.
11/18/2019	Board Meeting	1:30 p.m.

December

12/02/2019	Board Committees as a Whole Meeting	1:30 p.m.
12/16/2019	Board Meeting	1:30 p.m.

Note: Meetings of Committees as Whole will be held in the Expressway's 3rd floor conference room.
Monthly Board meetings will be held in the Expressway's 1st floor Board room