



Agenda Item Cover Sheet

Agenda Item N^o: B-11

Meeting Date November 01, 2017

Consent Section

Regular Section

Public Hearing

Subject:

Approve a partial award of Transportation Impact Fee Solicitation Number 2 for the purchase (buy-back) of transportation impact fee offsets and re-appropriate Impact Fee Buy-Back funds from FY17 Budget to the FY18 Budget.

Department Name: Procurement Services

Contact Person: Scott P. Stromer

Contact Phone: (813) 301-7095

Sign-Off Approvals:

Bonnie Wise

10/26/2017

Assistant County Administrator

Date

Scott Stromer

10/25/2017

Department Director

Date

Tom Fesler

10/26/2017

Management and Budget – Approved as to Financial Impact Accuracy

Date

Orlando Perez

10/25/2017

County Attorney – Approved as to Legal Sufficiency

Date

Staff's Recommended Board Motion:

(a) With the exception of Offset Account Number 120, approve a partial award to the offerors in the respective amounts identified as "Net Purchase Price of Offsets Purchased by County" in "Award Summary Number 1." In addition, reject the offer submitted by Diadem, Inc., for submitting an offer that exceeds the specified Maximum Offer Price. (b) Approve a Budget Amendment to re-appropriate \$10 million of Impact Fee buyback funds from the FY17 Budget to the FY18 Budget in order to process Transportation Impact Fee Solicitation Number 2.

Financial Impact Statement:

Re-appropriate \$1,271,047 of Impact Fee Zone 8 and \$8,728,953 of Unincorporated General Revenue for a total of \$10 million of Impact Fee buyback funds from the FY17 Budget to the FY18 Budget.

Background:

On May 17, 2017, the Board adopted resolution R17-059, which approved the buy-back of transportation impact fee offsets. On August 2, 2017, the Board approved the parameters for the second solicitation, which was issued on August 4, 2017, and opened on August 24, 2017. A total of thirty-eight (38) offers were submitted by twenty-nine (29) different entities with a total face value of approximately \$15.8 million. Employing the modified reserve methodology described in resolution R17-059, provides the County an opportunity to buy-back approximately \$13.4 million of the qualified offsets for \$10

million, or approximately 74% of face value. The offer submitted for Offset Account Number 652 was rejected (without protest) for exceeding the specified Maximum Offer Price of 80%. The offer submitted for Offset Account Number 120 was rejected (with protest) for failing to submit documents and clear evidence of eligibility (ownership). Due to a protest submitted by the ostensible owner(s) of Offset Account Number 120, the award amounts identified in "Award Summary Number 1" reflect an outstanding award amount of \$162,614.78, which will be due to the rightful owners of Offset Account Number 120 if the protest is ultimately upheld. If the protest is ultimately denied, the outstanding amount of \$162,614.78 will be distributed to the rightful owners of Offset Account Numbers 652 (79%), 946 (79%), and 820 (79%) in the amounts of \$17,261.08, \$86,305.39, and \$59,048.31 respectively. The award amounts identified in "Award Summary Number 2" reflect the rejection of offers for Offset Account Numbers. 652 (84%) and 120 (72%). Pursuant to Section 9 of Hillsborough County Ordinance 13-24, and on the recommendation of the Director of Procurement, the County Administrator made the determination that partially awarding the undisputed amounts, as outlined in the recommended motion, is necessary to protect the substantial interests of the County. Additionally, a budget amendment to re-appropriate a total amount of \$10 million is required in order to process the Transportation Impact Fee Solicitation Number 2. This purchase (buy-back) was included in the FY 17 budget, but due to the complexity of the review and timing of the process, the purchases will be recognized as an FY18 expense.

DELEGATIONS TO DIRECTOR, BUSINESS AND SUPPORT SERVICES - PROCUREMENT

[N] Unilateral Change Orders up to \$25,000 for additions within the scope of the agreement

[N] Unilateral Extensions

[N] Unilateral Renewals

[N] Additional Purchase Option(s)

List Attachments:

Resolution R17-059, Solicitation No. 2, Award Summaries 1 & 2; GL Line Item Detail

RESOLUTION NO. R17-059

**A RESOLUTION BY THE HILLSBOROUGH COUNTY,
FLORIDA, BOARD OF COUNTY COMMISSIONERS
APPROVING THE COUNTY'S PLAN TO BUY-BACK
TRANSPORTATION IMPACT FEE OFFSETS.**

Upon motion by Commissioner Murman and seconded by Commissioner Higginbotham, the following resolution was adopted by a vote of 7 to 0 with Commissioner(s) _____ voting "No".

WHEREAS, in 1996, the Board of County Commissioners adopted the Hillsborough County Consolidated Impact Assessment Program Ordinance recognizing developers' in-kind contributions that mitigate the transportation impacts of their developments; and

WHEREAS, the Ordinance allows for the acquisition of transportation impact fee offsets associated with such in-kind contributions; and

WHEREAS, in 2016, the Board of County Commissioners heard presentations regarding a program to buy back offsets, and allocated funds for such a program; and

WHEREAS, the Board finds that the buy-back of impact fee offsets serves a public purpose by allowing offsets to be purchased at a discounted rate thereby accelerating and increasing the realization of mobility fee revenue for future transportation improvements; additional benefits of a buy-back of impact fee offsets program are that the program provides the County with ownership of certain offsets that can be used to incentivize future economic development; and

WHEREAS, the Board of County Commissioners allocated \$30,000,000 for FY 17 for the buy-back of transportation impact fee offsets, and directed the allocation of \$15,000,000 be included in the recommended FY 18 Budget and \$10,000,000 in the recommended FY 19 Budget; and

WHEREAS, the County proposes to conduct a series of competitive solicitations through a Modified Reverse Solicitation process described in Attachment A over this and

future fiscal years to decide which, if any, impact fee offsets to buy back, and to allow the market to determine the rates at which to buy back offsets; and

WHEREAS, the process used in the competitive solicitations will include a public notice of the intent to buy back the offsets, and an effort to directly contact the many developers or their assignees believed to be the current owners of outstanding offsets; and

WHEREAS, each competitive Solicitation will include an announcement as to: the funds available for the particular competitive solicitation; eligible transportation impact fee zones; the submittal deadline date; submittal instructions; information regarding the appeal of decisions; minimum amount of offsets to be offered; and the maximum offer price; and

WHEREAS, the Maximum Offer Price is formally defined in the Solicitation document and is the maximum amount the County will pay for any Offset in a particular Solicitation; and

WHEREAS, the Maximum Offer Price may vary by solicitation and is determined by the County for each solicitation to encourage participation in the solicitation, to recognize the value to the owners of early monetization of the offsets, and to offset the County's costs related to developing, implementing and conducting the solicitations; and

WHEREAS, subject matter experts may assist to determine the Maximum Offer Price, funds made available for each competitive Solicitation (based on prior Board allocation), eligible transportation impact fee zones, the minimum offsets to be offered per bid, and other financial parameters; and

WHEREAS, in determining these financial parameters, the following desired outcomes shall be considered: the promotion of the accelerated collection of mobility fees, the determination of market rates by allowing impact fee credit owners to set their price to sell; the reduction of the amount of outstanding impact fee offsets; minimal cost to the County; and the structuring of the Modified Reverse Solicitation to achieve the optimal financial impact for the County; and

WHEREAS, a sample Notice of Solicitation for Purchase of Transportation Impact Fee Offsets using a competitive Modified Reverse Solicitation process is included in

Attachment A; and

WHEREAS, the process shall be structured to encourage developers to submit offers at a rate of compensation which is acceptable to them, i.e., no developer is obligated to participate, and no developer will be obligated to participate at an unacceptable rate of compensation; and

WHEREAS, the process will allow for the County to purchase offsets at different purchase prices in the same solicitation based on the bids submitted by offset owners; and

WHEREAS, the current status of the transferability of the impact fee offsets will remain intact, and developers may elect to forego this competitive process, and retain their offsets, or privately transfer offsets instead of, or in addition to, participating in the competitive process; and

WHEREAS, if an offset owner elects to participate in the impact fee offset buy-back program, by submitting an Offer in a Modified Reverse Solicitation their impact fee offset accounts shall be temporarily locked commensurate with the offsets offered in a Solicitation; and

WHEREAS, transportation impact fee offsets remain available to be registered for use on a dollar-for-dollar basis to satisfy Mobility Fee assessments; and the buy-back program described herein shall not affect this ability; and

WHEREAS, the expected date of the issuance of the first public notice for a competitive Modified Reverse Solicitation is in June, 2017.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, AT A REGULAR MEETING ASSEMBLED THIS 17TH DAY OF MAY , 2017:

1. The Board of County Commissioners approves the Competitive Modified Reverse Solicitation buy-back program (hereinafter "buy-back program") in substantially the form as set out in Attachment A to buy-back transportation impact fee offsets.

2. The Board of County Commissioners finds that the impact fee buy-back program serves a public purpose.

3. The Solicitation parameters for each Competitive Modified Reverse Solicitation to buy-back impact fee offsets shall be established by the Board of County Commissioners with the advice of any needed subject matter experts, and such parameters shall include:

1. The Maximum Offer Price;
2. Funds made available for each Competitive Solicitation;
3. Eligible Impact Fee Zones; and
4. Minimum offsets to be offered per bid.

4. The following factors and outcomes shall be considered when setting the solicitation parameters described in Paragraph 4:

1. The parameters should encourage and attract participation in the solicitation in order for the County's stated objectives of this program to be achieved;
2. The parameters should drive the optimal financial results for the County; and
3. The parameters should seek to reduce the burden to the taxpayer by buying offsets at a reduced price.

5. After consultation with subject matter experts the County Administrator shall recommend and the Board shall approve the Solicitation parameters prior to the Notice of Solicitation.

6. The results of each Competitive Modified Reverse Solicitation shall be analyzed by the County Administrator, and this data shall be used by the Board of County Commissioners to set the parameters for future solicitations.

7. All impact fee offset owners considering participation in the aforementioned solicitations to buy-back impact fee offsets should consult with county Development Services staff prior to the Solicitation to ensure there is a mutually agreed understanding of the status of their offset accounts particularly when any transfers of ownership have occurred and to ensure that their accounts are up to date with accurate ownership documentation.

8. For purposes of the solicitation described in Exhibit A and any disqualification due to the County's inability to confirm ownership of offsets, the Offerors exclusive right shall be an appeal to a procurement hearing master as described in the County's Procurement Policy and Procedures, including, but not limited to, the County's policy and procedures regarding Bid protests and Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3.

9. At the conclusion of each Competitive Modified Reverse Solicitation process, in order to authorize the conclusion of the Solicitation process, the Board shall authorize applicable payments to successful Offerors consistent with the terms of such Solicitation.

PASSED AND ADOPTED this day of May 17, 2017.

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

I, Pat Frank, Clerk of the Circuit Court and Ex Officio Clerk of the Board of County Commissioners of Hillsborough County, Florida, do hereby certify that the above and foregoing is a true and correct copy of the Resolution adopted by the Board at its regular meeting of May 17, 2017, as the same appears of record in Minute Book 492 of the Public Records of Hillsborough County, Florida.

WITNESS my hand and official seal this 22nd day of May, 2017.

ATTEST:
PAT FRANK,
CLERK OF THE CIRCUIT COURT



By: Diana [Signature]
Deputy Clerk

Approved as to form and
legal sufficiency:

By: [Signature]
Assistant County Attorney

**NOTICE OF SOLICITATION FOR PURCHASE OF TRANSPORTATION IMPACT FEE OFFSETS
BY HILLSBOROUGH COUNTY, FLORIDA
MODIFIED REVERSE SOLICITATION**

Transportation Impact Fee Solicitation Number 2

AUGUST 4, 2017

Hillsborough County, Florida (the "County") hereby provides notice that it intends to purchase via a Modified Reverse Solicitation outstanding transportation impact fee offsets (the "Offsets").

The County will utilize a Modified Reverse Solicitation process (the "Solicitation") to set the market prices at which the County may purchase Offsets. Owners of Offsets who participate in the Solicitation ("Owners" or "Offerors") must indicate (i) the face dollar amount of Offsets they are offering to sell to the County ("Offer Amount"), and (ii) the lowest price, as a percentage of the Offsets offered, that they are including in the Offer (with 100% representing the full face amount of the Offset ("Offer Price")). Offsets may be purchased at a discount to the full face amount, subject to the applicable maximum as described herein (see the "Purchase Price" below).

The purpose of the solicitation is to (i) provide a mechanism for Owners to sell outstanding Offsets, and (ii) allow the County to reduce the economic impact of the outstanding Offsets as the County implements its mobility fee program. THE COUNTY WILL NOT ACCEPT ANY OFFER TO SELL OFFSETS AT A PRICE GREATER THAN THE MAXIMUM OFFER PRICE FOR THIS SOLICITATION. OWNERS WHO DO NOT WISH TO SELL THEIR OFFSETS AT OR BELOW THE MAXIMUM OFFER PRICE SHOULD NOT PARTICIPATE IN THIS SOLICITATION. THE COUNTY MAY SET A DIFFERENT MAXIMUM OFFER PRICE FOR FUTURE SOLICITATIONS, HOWEVER IN NO CASE WILL THE MAXIMUM OFFER PRICE BE EQUAL TO OR GREATER THAN THE FULL FACE AMOUNT OF ANY OFFSET.

The Offsets

The Offsets are described in "Hillsborough County Consolidated Impact Assessment Program Ordinance, Hillsborough County Ordinance 96-29, as amended", a copy of which may be found at:

<https://www.hillsboroughcounty.org/library/hillsborough/media-center/documents/public-works/impact-fees/impact-fee-ordinance.pdf>

WHILE THE COUNTY IS REQUESTING BONA FIDE OFFERS TO SELL THE OFFSETS, THE COUNTY ONLY INTENDS TO ACCEPT OFFERS AND PURCHASE OFFSETS IF IT BELIEVES, IN ITS SOLE DISCRETION, THAT THE MODIFIED REVERSE SOLICITATION PROCESS HAS RESULTED IN A MARKET-BASED DETERMINATION OF THE VALUE OF THE OFFSETS. AS SUCH, THE COUNTY MAY TERMINATE THE SOLICITATION IF THE COUNTY BELIEVES THERE WAS COLLUSION OR MANIPULATION AMONG OWNERS, OR FOR ANY OTHER REASON. THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY OFFER.

Definitions

“Authorizing Resolution” – the Hillsborough County Board of County Commissioner’s Resolution presented to the Board at its May 17, 2017 Regular Meeting.

“Contract” – an Offer which has been accepted by the County under the terms of the Solicitation Document and which shall be governed by the terms and conditions of this Solicitation Document.

“Maximum Offer Price” – the maximum amount the County will pay for any Offset in the Solicitation. The Maximum Offer Price may vary by solicitation and is determined by the County in the manner described in the Authorizing Resolution for each solicitation to encourage participation in the solicitation, mitigate the County’s costs related to developing, implementing and conducting the solicitations, and achieve the Board’s goals in the Authorizing Resolution.

“Maximum Solicitation Amount” – the total maximum dollar amount the County will spend in any single solicitation to purchase Offsets.

“Offer(s)” – the offer(s) submitted by Owner(s)/Offerors in accordance with this Solicitation Document and utilizing Form 1 of this Solicitation Document which must be completed in its entirety.

“Offeror” – an Owner of transportation impact fee offsets who has chosen to submit an Offer as part of a Modified Reverse Solicitation.

“Offer Amount” – the dollar amount of a block or group of Offsets an Owner is offering for sale in a Solicitation at a specific Offer Price. For example, if an Owner had a block or group of Offsets with a full value of \$100,000 and the Owner decided to sell half of the block or group in one Solicitation at a specified Offer Price, the Offer Amount would be \$50,000. An Owner can submit multiple Offer Amounts and Offer Prices in a single Solicitation, subject to the limitations provided herein. If more than one (1) offer is submitted, a separate FORM 1 must be submitted for each and the “Offset Balance” on FORM 1 should include a note that indicates the amount (number) of offsets offered against this balance in other offers.

“Offer Price” – the percentage value of a block or Group of Offsets included in the Offer of an Owner. For example, if an Owner offered to sell an Offset in a solicitation for 40 cents on the dollar, the Offer Price would be 40%. All Offer Prices must be submitted in increments of 1% using only whole numbers—without fractions or decimals (e.g. an offer price of “40.5%” is unacceptable). Offer Prices submitted with fractions or decimals will be rejected and not considered for award.

“Offset Book Value” – the total value of an Offset Account.

“Owner” – current owner of record of the transportation impact fee offset account as indicated in Hillsborough County records as of the Submittal Deadline. Offer (Form 1) must be signed by a person that is legally authorized to contractually bind the Owner. If Owner is a partnership, then the Offer must be signed by one or more of the company's general partners. If Owner is a corporation, the Offer must be signed by a current officer of the corporation. A person signing the Offer as Owner's agent shall include with the Offer clear and legal evidence of such person's authority to sign on behalf of the Owner.

“Purchase Price” – the price offered for the sale of each Offset which is accepted by the County. AS A RESULT OF THE SOLICITATION PROCESS, THE COUNTY MAY PURCHASE OFFSETS AT DIFFERENT PURCHASE PRICES IN THE SAME SOLICITATION.

Solicitation Process

The County will utilize a Modified Reverse Solicitation process for the Solicitation. The County intends to hold multiple solicitations over the next several years. The Maximum Solicitation Amount for each Solicitation will be determined by the County as described in the Authorizing Resolution. A third solicitation is contemplated for October 2017; however, the third solicitation will not be initiated until this second solicitation is completed, finalized, and the resulting payments are approved by the Board. Any “freezes” on credits associated with this second solicitation will be lifted well in advance of initiating the third solicitation or subsequent solicitations.

Owners shall submit sealed hard-copy Offers using the attached form (Form 1), which includes (1) registration information, (2) face dollar value of the Offer Amount, and (3) an Offer Price expressed as a whole number percentage. The Offer (Form 1) shall be completed in its entirety and submitted by the Submittal Deadline. Offers must be submitted in accordance with the provisions set forth under the heading “Delivery of Offers” in this Solicitation

The Offer (Form 1) must be signed by a person that is legally authorized to contractually bind the Owner. If Owner is a partnership, then the Offer must be signed by one or more of the company's general partners. If Owner is a corporation, the Offer must be signed by a current officer of the corporation. A person signing the Offer as Owner's agent shall include with the Offer clear and legal evidence of such person's authority to sign on behalf of the Owner.

The cost of preparing an Offer to this Solicitation shall be borne entirely by the Owner/Offeror.

After confirming the eligibility of the responding Owners and confirming that all Offers are in compliance with the Solicitation procedures, the County shall first rank all Offers by lowest to highest Offer Price and total the aggregate Offer Amounts at each Offer Price.

In the event an Offer is determined to be nonresponsive and/or an Owner is determined ineligible to submit an Offer, the County shall notify the subject Owner, in writing, stating the reasons for the findings. The Owner shall have five (5) business days, beginning on the business day following the date the notice is sent, to challenge the determination and provide all pertinent documents, information and evidence necessary to support the Owner's position.

If the Maximum Solicitation Amount is less than or equal to the amount required to purchase all Offsets offered at the lowest Offer Price offered, the County may purchase the Offsets offered at the lowest Offer Price, on a pro rata basis, if necessary, up to the Maximum Solicitation Amount.

If the Maximum Solicitation Amount is greater than the amount required to purchase all Offsets Offered at the lowest Offer Price, the County may purchase all of the Offsets Offered at the lowest Offer Price. If the remainder of the Maximum Solicitation Amount is less than or equal to the amount required to purchase all Offsets Offered at the next higher Offer Price, the County may purchase the Offsets offered at the next highest Offer Price, on a pro rata basis, if necessary, up to an amount equal to the remainder of the Maximum Solicitation Amount.

The County will repeat the foregoing process until it has applied an aggregate amount equal to the Maximum Solicitation Amount.

The table below illustrates a sample Solicitation in which the Maximum Solicitation Amount is \$100:

Example

Bidder	Offsets Offered	Offer Price	Solicitation Amount Required	Result
A	\$200	25%	\$50 ($\$200 \times 25\%$)	\$200 of Offsets purchased of \$200 offered for \$50
B	\$150	30%	\$95 ($\$200 \times 25\% + \$150 \times 30\%$)	\$150 of Offsets purchased of \$150 offered for \$45
C	\$50	50%	\$100 ($\$200 \times 25\% + \$150 \times 30\% + \$10 \times 50\%$)	← \$10 of Offsets purchased pro rata of \$50 offered for \$5
D	\$200	60%		No Offsets purchased
E	\$500	70%		No Offsets purchased

In this example, the County would purchase all of the Offsets offered by Offerors A and B at each offered Price. Offeror A receives \$50 ($\$200 \times 25\%$) and Offeror B receives \$45 ($\$150 \times 30\%$). Offeror C received the remaining \$5 available in this Solicitation. Offeror C's remaining \$40 in Offsets not purchased remain outstanding.

The County believes the Modified Reverse Solicitation format will allow Offerors to set their individual market price for the Offsets. The lower the Offer Price, the greater the likelihood that the Offer will be accepted by the County.

Change of Offer Date

The County reserves the right to postpone, from time to time, the date established for the receipt of Offers and will undertake to notify prospective Offerors.

Award of Contract and Rejection of Offers

- a) A Contract, if awarded, will be awarded in accordance with this Solicitation Document and applicable law.
- b) The County, in its sole discretion, may determine whether acceptance of any Offer is in the best interest of the County. Further, the County reserves the right to reject any and all Offers and to waive any informality concerning an Offer whenever such rejection or waiver is in the best interest of the County and in conformance with Florida Law, including any Offer which is not a firm Offer, or includes unacceptable conditions, such as requiring acceptance of multiple Offers from the same Offeror. Conditional Offers which make an Offer contingent upon the acceptance of another Offer shall be rejected. In any event, such rejection shall not be arbitrary and capricious.
- c) The County also reserves the right to reject the Offer of any Owner who is not eligible and/or in a position to perform the contract, as determined by the County, in its sole discretion.
- d) The County reserves the right to require Owner to submit documentation and other evidence attesting to the Owner's eligibility. The County may reject Owner's Offer if, at the County's sole discretion, Owner fails to submit documents and evidence of eligibility.

The County reserves the right to reject all Offers when in the best interest of Hillsborough County, however, the County shall not act arbitrarily or capriciously.

Offeror Request For Interpretation of Solicitation

No interpretation of the meaning of the Specifications contained in this Solicitation Document or other Contract Documents will be made to any Owner orally. Every request for such interpretation must be in writing, addressed to the Director of Procurement Services via email at StromerS@HCFLGov.net, or hand delivery at the address provided under "Delivery of Offers". To be given consideration, such requests must be received at least ten (10) calendar days prior to the Submittal Deadline. Any and all such interpretations and any supplemental instructions will be in the form of a written Amendment which, if issued, will be communicated to all Owners at least five (5) calendar days prior to the Submittal Deadline via the County's website at: <http://hcflgov.net/impactfeeoffsets>.

It is solely the Owners' responsibility to monitor the above website for important information related to this procurement including, but not limited to, amendments or interpretations, notices of intent, and other information. Failure of an Owner to receive any such Amendment or interpretation shall not relieve said Owner from an obligation under its Offer as submitted. All Amendment(s) so issued shall become part of the Solicitation Document and Contract Documents.

Procurement Policy and Procedures and Hillsborough County Ordinance - Protest Process and Procedures

Owner is advised that by submitting an Offer, Owner hereby agrees to comply with the County's Procurement Policy and Procedures, including, but not limited to, the County's policy and procedures regarding Bid protests and Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3. The County's Procurement Policy and Procedures can be found on the County's website at:

www.hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents

Owner is further advised that pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, Sec. 2-567(b)(i), any protest of the Specifications and/or terms and conditions contained within this Solicitation Document must be received by the County no later than five (5) business days before the Submittal Deadline set forth in this Solicitation Document.

Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime; may not submit an Offer, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Offers, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of an Offer. The County may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of an Offeror to promptly supply information in connection with an inquiry may be grounds for rejection of an Offer.

Cancellation of Solicitation Document

The County reserves the right to cancel, in whole, or in part, this Solicitation Document when deemed to be in the best interest of the County.

Cone of Silence

Pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, Section 2-574, there shall be a Cone of Silence for all procurement solicitations issued by the County that are at or over the County's formal bid limit in order to safeguard the integrity of the County's procurement and protest process. The Cone of Silence for this Solicitation shall go into effect on the date the Solicitation is issued by the County and shall end on the date the Owner's Offer is formally accepted by the County or on the date the Modified Reverse Solicitation is canceled by the County. Unless otherwise provided for in Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, during the time period the Cone of Silence is in effect, no Owner, interested party and/or their principals, officers, employees, attorneys or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal and/or members of the Board of County Commissioners, including their aides and employees regarding a Modified Reverse Solicitation and/or its related protest. The Cone of Silence does not prohibit an Owner from communicating with the Director of the County Department issuing the Modified Reverse Solicitation, County staff listed as contacts in the Solicitation, or the attorney in the County Attorney's office that is directly responsible for the applicable Solicitation (this information can be obtained by contacting the County staff person listed as the contact in the applicable Solicitation). A violation of the Cone of Silence will result in the disqualification of the Owner from consideration in any award of the Modified Reverse Solicitation unless it is determined that the violation is unintentional and/or not material.

Modification and/or Withdrawal of Offer Prior to Submittal Deadline

Prior to the Submittal Deadline, Offers may be withdrawn upon written request signed by the Owner and received by the County prior to the Submittal Deadline. Withdrawn Offers will not be returned to the Owner. Except as specifically provided for herein, Offerors may not modify their Offers after the specified Submittal Deadline. Negligence on the part of the Owner in preparing its Offer confers no right of withdrawal or modification of its Offer after such Offer has been opened by County staff at the specified time and place. Owners may not withdraw or modify their Offers after the Submittal Deadline.

No Assignment of Offers

Owner may not assign or otherwise transfer its Offer prior to or after the Submittal Deadline.

Obtaining Clarification and/or Additional Information

Given that a Cone of Silence exists for this solicitation, Offerors shall direct all questions and/or requests for clarification or additional information to Scott P. Stromer, Director, Procurement Services Department, in writing, via email at StromerS@HCFLGov.net, or hand delivery at the address provided under the "Delivery of Offers" provision contained in this Solicitation. For the duration of the Cone of Silence, Offerors shall not communicate with County employees outside the Procurement Services Department or members of the board of County Commissioners, including their respective aides.

Time Period Offer is Valid

Owner's Offer shall be in force for a period of not less than ninety (90) calendar days after the Submittal Deadline. Further, said Offer shall continue in force after said ninety (90) calendar day period, until thirty (30) days following the date of receipt by County of written notice from the Offeror of its intent to withdraw its Offer, or until the date specified in said written notice as the expiration date of the Offer, whichever is later. The aforementioned time periods will remain in effect irrespective of whether an award has been made by the County. Notwithstanding the provisions above, the Owner may extend its Offer at any time prior to the scheduled expiration thereof. The "90-day" period referenced in this paragraph relates to the time in which the offer-to-sell must be held open by the Offeror.

Public Records Law

- a) In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and Federal laws, all Offerors should be aware that this Solicitation Document and all Offers are in the public domain and are available for public inspection. Offerors are requested, however, to identify specifically any information contained in their Offers which they consider confidential and/or proprietary, inclusive of trade secrets as defined in s. 812.081, Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law and including narrative explaining the applicable legal exemption as it relates specifically to Offeror's confidential and/or proprietary information.
- b) All Offers received in response to this Modified Reverse Solicitation Document will become the property of the County and will not be returned. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the County.
- c) All materials that qualify for exemption from Chapter 119, Florida Statutes, or other applicable law must be submitted in an attachment or in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with Offeror's name and the Solicitation Document number marked on the outside.
- d) The County will not accept Offers when the entire Offer is labeled as exempt from public disclosure.
- e) Be aware that the designation of an item as exempt from public disclosure by an Owner may be challenged in court by any person or entity. By designation of material in the Offer as exempt from public disclosure, Owner agrees to defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Offeror's designation of material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Offeror's designation of material as exempt from public disclosure.

Submittal Deadline

Owner must submit its Offer prior to the Submittal Deadline. Late Offers will not be accepted.

Notice of Award

Notices of intent to award will be communicated to the participating Offerors, in writing, via email and/or the County's website at <http://hcflgov.net/impactfeeoffsets>.

Solicitation Parameters

Transportation Impact Fee Solicitation Number 2

Submittal Deadline:	August 24, 2017 at 2:00 p.m., local Tampa, Florida time (our clock)
Included Zones:	All Zones (1-10)
County Funding Available:	Maximum of \$10,000,000.00
Minimum Offsets Offered per Owner:	The lesser of \$1,000.00 or the full balance of an Owner's Offset Account
Maximum Offsets Offered per Owner:	None
Minimum Offer Price:	None
Maximum Offer Price:	80% of the Book Value of an Offset
Allowable Offer Prices:	1 % to 80% in intervals of 1% (whole numbers only—no fractions or decimals)
Maximum Number of Offers per Owner:	None. An Owner can submit multiple Offers at varying Offer Amounts and Offer Prices as long as each Offer Amount and Offer Price conforms to the solicitation requirements. An Owner is not required to Offer the full face amount of each block or group of Offsets. For example, if an Owner has a \$50,000 block or group of Offsets, it may offer \$30,000 of the block or group in the Solicitation at a single Offer Price and choose not to offer the remaining \$20,000 in this Solicitation. Conversely, the Owner could chose to offer five (5) \$10,000 Offer Amounts at five (5) different Offer Prices or any conforming combination.

Delivery of Offers

Offers to sell Offsets must be received in a sealed envelope through physical delivery via U.S. Mail, courier service, express mail or package service, hand delivery, or other physical presentation of the completed and properly executed Offer to Sell Offsets (the "Offer") attached to this notice until **2:00 p.m.** local Tampa, Florida time (our clock) on **August 24, 2017** (the "Submittal Deadline"). Only one (1) original hard-copy is required for each offer submitted. If more than one (1) offer is submitted, a separate FORM 1 must be submitted for each. One (1) sealed envelope may be used for multiple offers submitted by the same Owner. Offers delivered by facsimile, electronic mail (e-mail) or other electronic means shall not be considered. Any Offer received after the Submittal Deadline will not be opened or considered. All Offers shall be delivered to:

Hillsborough County BOCC – County Center
 Procurement Services Department
 P.O. Box 1110
 601 East Kennedy Boulevard, 25th Floor
 Tampa, Florida 33601

Offerors are strictly responsible for the delivery of their respective Offers. The County and/or the Director of the Procurement Services Department shall in no way be responsible for any delays caused by the United States Postal Service and/or other courier, or for delays caused by any other occurrence. Offerors are advised that United States Postal Service delivery is made to the County's post office box (P.O. Box). Such delivery is not made directly to the street address, even if the Offeror specifies the street address and/or if express mail service is utilized; therefore, Offeror's use of the United States Postal Service may cause a delay in the County's receipt of a Offeror's Offer by the Submittal Date. Offerors are cautioned to plan necessary delivery time accordingly. Offers delivered by facsimile, electronic mail (e-mail) or other electronic means shall not be considered.

Offers shall be sealed and delivered in a sealed envelope and labeled on the outside of the envelope with (1) the Offeror's name, (2) "**Transportation Impact Fee Solicitation Number 2,**" (3) the words "SEALED OFFER", and (4) the Submittal Deadline time and date. Sealed Offers may not be amended or otherwise changed by any writing placed outside the sealed Offer. Any writing that is outside of the sealed Offer will not be considered in the County's evaluation of the Offer.

Failure to Perform

If the Offeror refuses or is unable to honor its Offer or otherwise fails to perform any of its obligations, the County reserves the right to suspend or debar the Offeror or Offset Owner from participating in any future County solicitation, and the County may pursue all available legal remedies.

Transfer of Ownership

Acceptance of the Owner's/Offeror's Offer by the County shall form the Contract between the Owner/Offeror and the County for the sale of the Offsets, whereupon, the Owner/Offeror shall be obligated to perform all activities necessary to successfully transfer ownership of the purchased Offsets to the County. Upon the transfer of funds to the successful Offeror/Owner, ownership and all rights in connection with the purchased Offsets will transfer automatically to the County. The registry of ownership maintained by the County will be updated to reflect the County's ownership of the Offsets. The submission of a fully executed Offer and the acceptance thereof and the wire of the Purchase Price by the County to the institution provided in the Offeror's Offer is all that is required for settlement of the purchase of Offsets transaction.

Governing Law

The Contract shall be construed and enforced in accordance with the laws of the State of Florida without giving effect to any rules of conflict of law. Venue of any disputes relating to the Contract shall be in Hillsborough County, Florida.

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OFFER TO SELL HILLSBOROUGH COUNTY TRANSPORTATION IMPACT FEE OFFSETS

AMOUNT OF OFFSETS AND PURCHASE PRICE OFFERED

Transportation Impact Fee Solicitation Number 2

FORM 1

The undersigned, _____, as Owner of the Hillsborough County Transportation Impact Fee Offsets described below, makes the following Offer for participation in the Transportation Impact Fee Solicitation Number 1:

Note: "Offset Account Number," "Offset Balance," "Offsets Offered," and "Offset Price" shall be expressed both numerically and in word form.

Name of Offset Owner: _____

Offset Account Number (Numerical): _____

Offset Account Number (Words): _____

Offset Balance (Numerical): _____

Offset Balance (Words): _____

Offsets Offered (Numerical)⁽¹⁾: _____

Offsets Offered (Words)⁽¹⁾: _____

Offset Price (Numerical): _____ %

Offset Price (Words): _____ Percent

Zone: _____

Name of Person Offering: _____

Title: _____

Relationship to Offset Owner: _____

Address: _____

Telephone: _____

Email: _____

Alternate Email (if any): _____

*(1) Face amount of Offsets offered for sale (which could be the same as the Offset Balance), **not** the amount of dollars you are willing to receive as payment.*

Name of Offset Owner: _____

Offset Account Number (Numerical): _____

Certification/Affirmation

1. I represent that I am at least eighteen (18) years of age.
2. I represent that the printing of my name and the submittal of an Offer is intended to authenticate this writing and to have the same force and effect as my manual signature.
3. I represent that I am either authorized to bind the Offeror, or that I am submitting the Offer on behalf of and at the direction of the Offeror's representative authorized to contractually bind the Owner.
4. I represent that the Offeror and/or its applicable representative(s) has/have reviewed the information contained in this Offer and that the information submitted is accurate.

At this present time, we understand all requirements and state that as a serious Offeror we will comply with all the stipulations included in this Solicitation Document.

The above-named Offeror affirms and declares:

1. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this Offer or in the Contract proposed to be entered into.
2. That this Offer is made without any understanding, agreement, or connection with any other person, firm or corporation making an Offer for the same purpose, and is, in all respects, fair and without collusion or fraud.
3. That the Offeror is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County.
4. That no officer or employee or person whose salary is payable, in whole or in part, from the County Treasury is, shall be or will become interested, directly or indirectly, surety or otherwise in this Offer; in the performance of this Contract.
5. That the Offeror has not altered the original Solicitation Document in any way and further understands that any such alteration of the original Solicitation Document may result in rejection of the Offeror's Offer.
6. That, in advance of the Submittal Deadline, I was advised to communicate with the Hillsborough County Development Services Department to verify that the Hillsborough County Development Services Department's records related to the ownership of my transportation impact fee offsets were up to date and accurate.
7. Offeror acknowledges and understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with a company for goods and/or services that are One Million Dollars (\$1,000,000) or more, if such company is (i) engaged in business operations in Cuba or Syria, (ii) on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), (iii) on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (iv) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473). Offeror hereby certifies that Offeror (i) is not engaged in business operations in Cuba or Syria, (ii) is not on the Scrutinized Companies that Boycott Israel List, (iii) is not on the Scrutinized Companies with Activities in Sudan List, and (iv) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Offeror acknowledges and understands that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject Offeror to civil penalties, attorneys' fees and/or costs.

By: _____

Date: _____

Title: _____

Name of Offset Owner: _____

Offset Account Number (Numerical): _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date), by
_____ (name), who is personally known to me or who has produced
_____ (type of identification) as identification.

Notary Public

Printed Name: _____

My Commission Expires: _____

Commission # _____

Hillsborough County, FL
Transportation Impact Fee Solicitation Number 2
Auction Dated 8/24/17

Line Number	Name of Offset Owner	Offset Account Number	Zone	Offset Balance	Face Value of Offsets Offered	Offset Price	Net Purchase Price of Offsets Offered	Percent of Offsets Purchased by County	Face Value of Offsets Purchased by County	Net Purchase Price of Offsets Purchased by County
1	M/I Homes of Tampa LLC	0792	7	\$437,086.07	\$437,086.07	70.00%	\$305,960.25	100.00%	\$437,086.07	\$305,960.25
2	I-75 / Palm River Road, LLC	0860	7	\$1,576,174.38	\$800,000.00	80.00%	\$640,000.00	0.00%	\$0.00	\$0.00
3	Laxer Family Limited Partnership	0892	10	\$377,776.66	\$377,776.66	80.00%	\$302,221.33	0.00%	\$0.00	\$0.00
4	Diadem, LLC	0652	8	\$429,326.88	\$100,000.00	79.00%	\$79,000.00	21.96%	\$21,964.40	\$17,351.88
5	Diadem, LLC			OFFER EXCEEDS MAXIMUM PURCHASE PRICE OF 80%			\$0.00	0.00%		
6	Owners are the undersigned as sole successors to Parsons Run II Associates, Ltd. (per attached County offset account records)	120	7	\$225,853.86	\$225,853.86	72.00%	\$162,614.78	100.00%	\$225,853.86	\$162,614.78
7	Soho Capital, LLC	0799	7,8,9	\$154,871.71	\$154,871.71	74.00%	\$114,605.07	100.00%	\$154,871.71	\$114,605.07
8	Soho Cowley Road, LLC	0870	7,8,9	\$616,311.38	\$568,216.60	75.00%	\$426,162.45	100.00%	\$568,216.60	\$426,162.45
9	301 Cone Grove, LLC	0731	7,8,9	\$26,718.85	\$26,718.85	75.00%	\$20,039.14	100.00%	\$26,718.85	\$20,039.14
10	Clover Investment Properties, LLC - Z8	0955	8	\$750,000.00	\$750,000.00	70.00%	\$525,000.00	100.00%	\$750,000.00	\$525,000.00
11	The Oasis at Brandon LLC - Zone 7	0831	7	\$2.60	\$2.60	72.00%	\$1.87	100.00%	\$2.60	\$1.87
12	The Oasis at Brandon II, LLC - Zone 7	0942	7	\$26,011.69	\$26,011.69	72.00%	\$18,728.42	100.00%	\$26,011.69	\$18,728.42
13	Riverview Towncentre, Inc.	0717	8	\$1,906,402.85	\$1,806,402.85	75.00%	\$1,354,802.14	100.00%	\$1,806,402.85	\$1,354,802.14
14	Riverview West, LLC - Z8	0949	8	\$1,658,105.64	\$1,258,105.64	75.00%	\$943,579.23	100.00%	\$1,258,105.64	\$943,579.23
15	Vernacular Development, LLC - Z8	0954	8	\$359,647.83	\$359,647.83	74.00%	\$266,139.39	100.00%	\$359,647.83	\$266,139.39
16	William P. Curtis Gifting Trust Created Under The Curtis 2012 Gifting Trust - Z8	0953	8	\$550,000.00	\$550,000.00	74.00%	\$407,000.00	100.00%	\$550,000.00	\$407,000.00
17	Rodriguez Hoffman Group, Inc	326	7	\$5,355.00	\$5,355.00	75.00%	\$4,016.25	100.00%	\$5,355.00	\$4,016.25
18	Garcia Providence	487	7	\$51,265.62	\$51,265.62	80.00%	\$41,012.50	0.00%	\$0.00	\$0.00
19	Pulte Homes Magnolia Park - T/Row Zone 8	0835	8	\$1,554,736.37	\$500,000.00	69.00%	\$345,000.00	100.00%	\$500,000.00	\$345,000.00
20	Bell Square Associates	193	7	\$67,839.65	\$67,839.65	70.00%	\$47,487.76	100.00%	\$67,839.65	\$47,487.76
21	First Industrial Development Services	478	7	\$77,064.07	\$77,064.07	80.00%	\$61,651.26	0.00%	\$0.00	\$0.00
22	Carlton Development, LLC	0946	7	\$2,662,009.46	\$500,000.00	76.00%	\$380,000.00	100.00%	\$500,000.00	\$380,000.00
23	Carlton Development, LLC	0946	7	\$2,662,009.46	\$500,000.00	77.00%	\$385,000.00	100.00%	\$500,000.00	\$385,000.00
24	Carlton Development, LLC	0946	7	\$2,662,009.46	\$500,000.00	78.00%	\$390,000.00	100.00%	\$500,000.00	\$390,000.00
25	Carlton Development, LLC	0946	7	\$2,662,009.46	\$500,000.00	79.00%	\$395,000.00	21.96%	\$109,822.01	\$86,759.39
26	Carlton Development, LLC	0946	7	\$2,662,009.46	\$600,000.00	80.00%	\$480,000.00	0.00%	\$0.00	\$0.00
27	Riverview Land Company LLC	0811	7,8,9	\$95,989.42	\$95,989.42	74.00%	\$71,032.17	100.00%	\$95,989.42	\$71,032.17
28	A Willing Seller LLC & US Ameribank (as collateral)	0820	7	\$1,368,089.38	\$342,000.00	78.00%	\$266,760.00	100.00%	\$342,000.00	\$266,760.00
29	A Willing Seller LLC & US Ameribank (as collateral)	0820	7	\$1,368,089.38	\$342,000.00	76.00%	\$259,920.00	100.00%	\$342,000.00	\$259,920.00
30	A Willing Seller LLC & US Ameribank (as collateral)	0820	7	\$1,368,089.38	\$342,089.38	79.00%	\$270,250.61	21.96%	\$75,137.89	\$59,358.93
31	A Willing Seller LLC & US Ameribank (as collateral)	0820	7	\$1,368,089.38	\$342,000.00	74.00%	\$253,080.00	100.00%	\$342,000.00	\$253,080.00
32	Progressive Casualty Insurance Company	421	7	\$223,128.33	\$223,128.33	70.00%	\$156,189.83	100.00%	\$223,128.33	\$156,189.83
33	Albertson's Shopping Center - Lithmiller, Inc.	(361)	7	\$115,309.89	\$115,309.89	75.00%	\$86,482.42	100.00%	\$115,309.89	\$86,482.42
34	John Falkner	0642	9	\$2,260,000.00	\$2,260,000.00	75.00%	\$1,695,000.00	100.00%	\$2,260,000.00	\$1,695,000.00
35	John Falkner	0756	9	\$1,165,000.00	\$1,165,000.00	75.00%	\$873,750.00	100.00%	\$1,165,000.00	\$873,750.00
36	KB Home Tampa, LLC	0549	7	\$149,048.84 (as of 08/11/17)	\$34,000.00	70.00%	\$23,800.00	100.00%	\$34,000.00	\$23,800.00
37	Primrose School of Bloomingdale - Chuo Properties LLC	0742	7	\$71,957.05	\$71,957.05	65.00%	\$46,772.08	100.00%	\$71,957.05	\$46,772.08
38	Burke Property 78th ST	118	8	\$11,024.01	\$11,024.01	69.00%	\$7,606.57	100.00%	\$11,024.01	\$7,606.57
							\$16,086,716.78	\$12,105,665.50	\$13,445,445.35	\$10,000,000.00

**Hillsborough County, FL
Transportation Impact Fee Solicitation Number 2**

Sale Date: 8/24/2017
Available Funding: \$10,000,000.00
Max. Purchase Price: 80%

Face Value of Offsets Offered	Number of Bids	Offset Price	Net Purchase Price of Offsets Offered	Initial Cumulative Purchase Value	Percent Filled	Net Purchase Price of Offsets Purchased by County	Face Value of Offsets Purchased by County
\$71,957.05	1	65%	\$46,772.08	\$46,772.08	100.00%	\$46,772.08	\$71,957.05
\$0.00	-	66%	\$0.00	\$46,772.08	100.00%	\$0.00	\$0.00
\$0.00	-	67%	\$0.00	\$46,772.08	100.00%	\$0.00	\$0.00
\$0.00	-	68%	\$0.00	\$46,772.08	100.00%	\$0.00	\$0.00
\$511,024.01	2	69%	\$352,606.57	\$399,378.65	100.00%	\$352,606.57	\$511,024.01
\$1,512,054.05	5	70%	\$1,058,437.84	\$1,457,816.48	100.00%	\$1,058,437.84	\$1,512,054.05
\$0.00	-	71%	\$0.00	\$1,457,816.48	100.00%	\$0.00	\$0.00
\$251,868.15	3	72%	\$181,345.07	\$1,639,161.55	100.00%	\$181,345.07	\$251,868.15
\$0.00	-	73%	\$0.00	\$1,639,161.55	100.00%	\$0.00	\$0.00
\$1,502,508.96	5	74%	\$1,111,856.63	\$2,751,018.18	100.00%	\$1,111,856.63	\$1,502,508.96
\$7,205,108.83	8	75%	\$5,403,831.62	\$8,154,849.81	100.00%	\$5,403,831.62	\$7,205,108.83
\$842,000.00	2	76%	\$639,920.00	\$8,794,769.81	100.00%	\$639,920.00	\$842,000.00
\$500,000.00	1	77%	\$385,000.00	\$9,179,769.81	100.00%	\$385,000.00	\$500,000.00
\$842,000.00	2	78%	\$656,760.00	\$9,836,529.81	100.00%	\$656,760.00	\$842,000.00
\$942,089.38	3	79%	\$744,250.61	\$10,580,780.42	21.96%	\$163,470.19	\$206,924.30
\$1,906,106.35	5	80%	\$1,524,885.08	\$12,105,665.50	0.00%	\$0.00	\$0.00
\$0.00	-	81%	\$0.00	\$12,105,665.50	0.00%	\$0.00	\$0.00
\$0.00	-	82%	\$0.00	\$12,105,665.50	0.00%	\$0.00	\$0.00
\$0.00	-	83%	\$0.00	\$12,105,665.50	0.00%	\$0.00	\$0.00
\$0.00	-	84%	\$0.00	\$12,105,665.50	0.00%	\$0.00	\$0.00
\$16,086,716.78	37		\$12,105,665.50			\$10,000,000.00	\$13,445,445.35
Net Purchase Price Paid by County:							74.4%

Total Number of Bids 38
Bids Disqualified 1
Total Number of Qualifying Bids 37
Face Value of Offsets Offered \$16,086,716.78
Net Purchase Price of Offsets Offered \$12,105,665.50
Lowest Purchase Price Bid 65%
Highest Purchase Price Bid 80%
Maximum Purchase Price Accepted 79%
Percent of Offers Accepted at Maximum Purchase Price 21.96%
Face Value of Offsets Purchased by County \$13,445,445.35
Net Purchase Price of Offsets Purchased by County \$10,000,000.00
Net Purchase Price Paid by County 74.4%

By Zone	Face Value of Offsets Offered	Number of Bids	Net Purchase Price of Offsets Offered	Net Purchase Price of Offsets Purchased by County	Face Value of Offsets Purchased by County
7,8,9	\$845,796.58	4	\$631,838.82	\$631,838.82	\$845,796.58
1	0.00	0	0.00	\$0.00	\$0.00
2	0.00	0	0.00	\$0.00	\$0.00
3	0.00	0	0.00	\$0.00	\$0.00
4	0.00	0	0.00	\$0.00	\$0.00
5	0.00	0	0.00	\$0.00	\$0.00
6	0.00	0	0.00	\$0.00	\$0.00
7	6,102,963.21	22	4,674,728.02	\$2,932,931.97	\$3,917,504.04
8	5,335,180.33	8	3,928,127.33	\$3,866,479.21	\$5,257,144.73
9	3,425,000.00	2	2,568,750.00	\$2,568,750.00	\$3,425,000.00
10	377,776.66	1	302,221.33	\$0.00	\$0.00
Total	\$16,086,716.78	37	\$12,105,665.50	\$10,000,000.00	\$13,445,445.35

**Hillsborough County, FL
Transportation Impact Fee Solicitation Number 2**

Sale Date: 8/24/2017
 Available Funding: \$10,000,000.00
 Max. Purchase Price: 80%

Face Value of Offsets Offered	Number of Bids	Offset Price	Net Purchase Price of Offsets Offered	Initial Cumulative Purchase Value	Percent Filled	Net Purchase Price of Offsets Purchased by County	Face Value of Offsets Purchased by County
\$0.00	-	48%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	49%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	50%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	51%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	52%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	53%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	54%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	55%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	56%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	57%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	58%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	59%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	60%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	61%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	62%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	63%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	64%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$71,957.05	1	65%	\$46,772.08	\$46,772.08	100.00%	\$46,772.08	\$71,957.05
\$0.00	-	66%	\$0.00	\$46,772.08	100.00%	\$0.00	\$0.00
\$0.00	-	67%	\$0.00	\$46,772.08	100.00%	\$0.00	\$0.00
\$0.00	-	68%	\$0.00	\$46,772.08	100.00%	\$0.00	\$0.00
\$511,024.01	2	69%	\$352,606.57	\$399,378.65	100.00%	\$352,606.57	\$511,024.01
\$1,512,054.05	5	70%	\$1,058,437.84	\$1,457,816.48	100.00%	\$1,058,437.84	\$1,512,054.05
\$0.00	-	71%	\$0.00	\$1,457,816.48	100.00%	\$0.00	\$0.00
\$251,868.15	3	72%	\$181,345.07	\$1,639,161.55	100.00%	\$181,345.07	\$251,868.15
\$0.00	-	73%	\$0.00	\$1,639,161.55	100.00%	\$0.00	\$0.00
\$1,502,508.96	5	74%	\$1,111,856.63	\$2,751,018.18	100.00%	\$1,111,856.63	\$1,502,508.96
\$7,205,108.83	8	75%	\$5,403,831.62	\$8,154,849.81	100.00%	\$5,403,831.62	\$7,205,108.83
\$842,000.00	2	76%	\$639,920.00	\$8,794,769.81	100.00%	\$639,920.00	\$842,000.00
\$500,000.00	1	77%	\$385,000.00	\$9,179,769.81	100.00%	\$385,000.00	\$500,000.00
\$842,000.00	2	78%	\$656,760.00	\$9,836,529.81	100.00%	\$656,760.00	\$842,000.00
\$942,089.38	3	79%	\$744,250.61	\$10,580,780.42	21.96%	\$163,470.19	\$206,924.30
\$1,906,106.35	5	80%	\$1,524,885.08	\$12,105,665.50	0.00%	\$0.00	\$0.00
\$16,086,716.78	37		\$12,105,665.50			\$10,000,000.00	\$13,445,445.35
Net Purchase Price Paid by County:							74.4%

Hillsborough County, FL
Transportation Impact Fee Solicitation Number 2
Auction Dated 8/24/17

Line Number	Name of Offset Owner	Offset Account Number	Zone	Offset Balance	Face Value of Offsets Offered	Offset Price	Net Purchase Price of Offsets Offered	Percent of Offsets Purchased by County	Face Value of Offsets Purchased by County	Net Purchase Price of Offsets Purchased by County
1	M/I Homes of Tampa LLC	0792	7	\$437,086.07	\$437,086.07	70.00%	\$305,960.25	100.00%	\$437,086.07	\$305,960.25
2	I-75 / Palm River Road, LLC	0860	7	\$1,576,174.38	\$800,000.00	80.00%	\$640,000.00	0.00%	\$0.00	\$0.00
3	Laxer Family Limited Partnership	0892	10	\$377,776.66	\$377,776.66	80.00%	\$302,221.33	0.00%	\$0.00	\$0.00
4	Diadem, LLC	0652	8	\$429,326.88	\$100,000.00	79.00%	\$79,000.00	43.81%	\$43,813.87	\$34,612.96
5	Diadem, LLC			OFFER EXCEEDS MAXIMUM PURCHASE PRICE OF 80%			\$0.00	0.00%		
6	Owners are the undersigned as sole successors to Parsons Run II Associates, Ltd. (per attached County offset account records)			DISQUALIFIED - UNVERIFIED ACCOUNT OWNERSHIP			\$0.00	0.00%		
7	Soho Capital, LLC	0799	7,8,9	\$154,871.71	\$154,871.71	74.00%	\$114,605.07	100.00%	\$154,871.71	\$114,605.07
8	Soho Cowley Road, LLC	0870	7,8,9	\$616,311.38	\$568,216.60	75.00%	\$426,162.45	100.00%	\$568,216.60	\$426,162.45
9	301 Cone Grove, LLC	0731	7,8,9	\$26,718.85	\$26,718.85	75.00%	\$20,039.14	100.00%	\$26,718.85	\$20,039.14
10	Clover Investment Properties, LLC - Z8	0955	8	\$750,000.00	\$750,000.00	70.00%	\$525,000.00	100.00%	\$750,000.00	\$525,000.00
11	The Oasis at Brandon LLC - Zone 7	0831	7	\$2.60	\$2.60	72.00%	\$1.87	100.00%	\$2.60	\$1.87
12	The Oasis at Brandon II, LLC - Zone 7	0942	7	\$26,011.69	\$26,011.69	72.00%	\$18,728.42	100.00%	\$26,011.69	\$18,728.42
13	Riverview Towncentre, Inc.	0717	8	\$1,906,402.85	\$1,806,402.85	75.00%	\$1,354,802.14	100.00%	\$1,806,402.85	\$1,354,802.14
14	Riverview West, LLC - Z8	0949	8	\$1,658,105.64	\$1,258,105.64	75.00%	\$943,579.23	100.00%	\$1,258,105.64	\$943,579.23
15	Vernacular Development, LLC - Z8	0954	8	\$359,647.83	\$359,647.83	74.00%	\$266,139.39	100.00%	\$359,647.83	\$266,139.39
16	William P. Curtis Gifting Trust Created Under The Curtis 2012 Gifting Trust - Z8	0953	8	\$550,000.00	\$550,000.00	74.00%	\$407,000.00	100.00%	\$550,000.00	\$407,000.00
17	Rodriguez Hoffman Group, Inc	326	7	\$5,355.00	\$5,355.00	75.00%	\$4,016.25	100.00%	\$5,355.00	\$4,016.25
18	Garcia Providence	487	7	\$51,265.62	\$51,265.62	80.00%	\$41,012.50	0.00%	\$0.00	\$0.00
19	Pulte Homes Magnolia Park - T/Row Zone 8	0835	8	\$1,554,736.37	\$500,000.00	69.00%	\$345,000.00	100.00%	\$500,000.00	\$345,000.00
20	Bell Square Associates	193	7	\$67,839.65	\$67,839.65	70.00%	\$47,487.76	100.00%	\$67,839.65	\$47,487.76
21	First Industrial Development Services	478	7	\$77,064.07	\$77,064.07	80.00%	\$61,651.26	0.00%	\$0.00	\$0.00
22	Carlton Development, LLC	0946	7	\$2,662,009.46	\$500,000.00	76.00%	\$380,000.00	100.00%	\$500,000.00	\$380,000.00
23	Carlton Development, LLC	0946	7	\$2,662,009.46	\$500,000.00	77.00%	\$385,000.00	100.00%	\$500,000.00	\$385,000.00
24	Carlton Development, LLC	0946	7	\$2,662,009.46	\$500,000.00	78.00%	\$390,000.00	100.00%	\$500,000.00	\$390,000.00
25	Carlton Development, LLC	0946	7	\$2,662,009.46	\$500,000.00	79.00%	\$395,000.00	43.81%	\$219,069.34	\$173,064.78
26	Carlton Development, LLC	0946	7	\$2,662,009.46	\$600,000.00	80.00%	\$480,000.00	0.00%	\$0.00	\$0.00
27	Riverview Land Company LLC	0811	7,8,9	\$95,989.42	\$95,989.42	74.00%	\$71,032.17	100.00%	\$95,989.42	\$71,032.17
28	A Willing Seller LLC & US Ameribank (as collateral)	0820	7	\$1,368,089.38	\$342,000.00	78.00%	\$266,760.00	100.00%	\$342,000.00	\$266,760.00
29	A Willing Seller LLC & US Ameribank (as collateral)	0820	7	\$1,368,089.38	\$342,000.00	76.00%	\$259,920.00	100.00%	\$342,000.00	\$259,920.00
30	A Willing Seller LLC & US Ameribank (as collateral)	0820	7	\$1,368,089.38	\$342,089.38	79.00%	\$270,250.61	43.81%	\$149,882.59	\$118,407.24
31	A Willing Seller LLC & US Ameribank (as collateral)	0820	7	\$1,368,089.38	\$342,000.00	74.00%	\$253,080.00	100.00%	\$342,000.00	\$253,080.00
32	Progressive Casualty Insurance Company	421	7	\$223,128.33	\$223,128.33	70.00%	\$156,189.83	100.00%	\$223,128.33	\$156,189.83
33	Albertson's Shopping Center - Lithmiller, Inc.	(361)	7	\$115,309.89	\$115,309.89	75.00%	\$86,482.42	100.00%	\$115,309.89	\$86,482.42
34	John Falkner	0642	9	\$2,260,000.00	\$2,260,000.00	75.00%	\$1,695,000.00	100.00%	\$2,260,000.00	\$1,695,000.00
35	John Falkner	0756	9	\$1,165,000.00	\$1,165,000.00	75.00%	\$873,750.00	100.00%	\$1,165,000.00	\$873,750.00
36	KB Home Tampa, LLC	0549	7	\$149,048.84 (as of 08/11/17)	\$34,000.00	70.00%	\$23,800.00	100.00%	\$34,000.00	\$23,800.00
37	Primrose School of Bloomingdale - Chuo Properties LLC	0742	7	\$71,957.05	\$71,957.05	65.00%	\$46,772.08	100.00%	\$71,957.05	\$46,772.08
38	Burke Property 78th ST	118	8	\$11,024.01	\$11,024.01	69.00%	\$7,606.57	100.00%	\$11,024.01	\$7,606.57
							\$15,860,862.92	\$11,943,050.72	\$13,425,432.98	\$10,000,000.00

**Hillsborough County, FL
Transportation Impact Fee Solicitation Number 2**

Sale Date: 8/24/2017
Available Funding: \$10,000,000.00
Max. Purchase Price: 80%

Face Value of Offsets Offered	Number of Bids	Offset Price	Net Purchase Price of Offsets Offered	Initial Cumulative Purchase Value	Percent Filled	Net Purchase Price of Offsets Purchased by County	Face Value of Offsets Purchased by County
\$71,957.05	1	65%	\$46,772.08	\$46,772.08	100.00%	\$46,772.08	\$71,957.05
\$0.00	-	66%	\$0.00	\$46,772.08	100.00%	\$0.00	\$0.00
\$0.00	-	67%	\$0.00	\$46,772.08	100.00%	\$0.00	\$0.00
\$0.00	-	68%	\$0.00	\$46,772.08	100.00%	\$0.00	\$0.00
\$511,024.01	2	69%	\$352,606.57	\$399,378.65	100.00%	\$352,606.57	\$511,024.01
\$1,512,054.05	5	70%	\$1,058,437.84	\$1,457,816.48	100.00%	\$1,058,437.84	\$1,512,054.05
\$0.00	-	71%	\$0.00	\$1,457,816.48	100.00%	\$0.00	\$0.00
\$26,014.29	2	72%	\$18,730.29	\$1,476,546.77	100.00%	\$18,730.29	\$26,014.29
\$0.00	-	73%	\$0.00	\$1,476,546.77	100.00%	\$0.00	\$0.00
\$1,502,508.96	5	74%	\$1,111,856.63	\$2,588,403.40	100.00%	\$1,111,856.63	\$1,502,508.96
\$7,205,108.83	8	75%	\$5,403,831.62	\$7,992,235.03	100.00%	\$5,403,831.62	\$7,205,108.83
\$842,000.00	2	76%	\$639,920.00	\$8,632,155.03	100.00%	\$639,920.00	\$842,000.00
\$500,000.00	1	77%	\$385,000.00	\$9,017,155.03	100.00%	\$385,000.00	\$500,000.00
\$842,000.00	2	78%	\$656,760.00	\$9,673,915.03	100.00%	\$656,760.00	\$842,000.00
\$942,089.38	3	79%	\$744,250.61	\$10,418,165.64	43.81%	\$326,084.97	\$412,765.79
\$1,906,106.35	5	80%	\$1,524,885.08	\$11,943,050.72	0.00%	\$0.00	\$0.00
\$0.00	-	81%	\$0.00	\$11,943,050.72	0.00%	\$0.00	\$0.00
\$0.00	-	82%	\$0.00	\$11,943,050.72	0.00%	\$0.00	\$0.00
\$0.00	-	83%	\$0.00	\$11,943,050.72	0.00%	\$0.00	\$0.00
\$0.00	-	84%	\$0.00	\$11,943,050.72	0.00%	\$0.00	\$0.00
\$15,860,862.92	36		\$11,943,050.72			\$10,000,000.00	\$13,425,432.98
Net Purchase Price Paid by County:							74.5%

Total Number of Bids 38
Bids Disqualified 2
Total Number of Qualifying Bids 36
Face Value of Offsets Offered \$15,860,862.92
Net Purchase Price of Offsets Offered \$11,943,050.72
Lowest Purchase Price Bid 65%
Highest Purchase Price Bid 80%
Maximum Purchase Price Accepted 79%
Percent of Offers Accepted at Maximum Purchase Price 43.81%
Face Value of Offsets Purchased by County \$13,425,432.98
Net Purchase Price of Offsets Purchased by County \$10,000,000.00
Net Purchase Price Paid by County 74.5%

By Zone	Face Value of Offsets Offered	Number of Bids	Net Purchase Price of Offsets Offered	Net Purchase Price of Offsets Purchased by County	Face Value of Offsets Purchased by County
7,8,9	\$845,796.58	4	\$631,838.82	\$631,838.82	\$845,796.58
1	0.00	0	0.00	\$0.00	\$0.00
2	0.00	0	0.00	\$0.00	\$0.00
3	0.00	0	0.00	\$0.00	\$0.00
4	0.00	0	0.00	\$0.00	\$0.00
5	0.00	0	0.00	\$0.00	\$0.00
6	0.00	0	0.00	\$0.00	\$0.00
7	5,877,109.35	21	4,512,113.24	\$2,915,670.89	\$3,875,642.20
8	5,335,180.33	8	3,928,127.33	\$3,883,740.28	\$5,278,994.20
9	3,425,000.00	2	2,568,750.00	\$2,568,750.00	\$3,425,000.00
10	377,776.66	1	302,221.33	\$0.00	\$0.00
Total	\$15,860,862.92	36	\$11,943,050.72	\$10,000,000.00	\$13,425,432.98

**Hillsborough County, FL
Transportation Impact Fee Solicitation Number 2**

Sale Date: 8/24/2017
 Available Funding: \$10,000,000.00
 Max. Purchase Price: 80%

Face Value of Offsets Offered	Number of Bids	Offset Price	Net Purchase Price of Offsets Offered	Initial Cumulative Purchase Value	Percent Filled	Net Purchase Price of Offsets Purchased by County	Face Value of Offsets Purchased by County
\$0.00	-	48%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	49%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	50%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	51%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	52%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	53%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	54%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	55%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	56%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	57%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	58%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	59%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	60%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	61%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	62%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	63%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$0.00	-	64%	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
\$71,957.05	1	65%	\$46,772.08	\$46,772.08	100.00%	\$46,772.08	\$71,957.05
\$0.00	-	66%	\$0.00	\$46,772.08	100.00%	\$0.00	\$0.00
\$0.00	-	67%	\$0.00	\$46,772.08	100.00%	\$0.00	\$0.00
\$0.00	-	68%	\$0.00	\$46,772.08	100.00%	\$0.00	\$0.00
\$511,024.01	2	69%	\$352,606.57	\$399,378.65	100.00%	\$352,606.57	\$511,024.01
\$1,512,054.05	5	70%	\$1,058,437.84	\$1,457,816.48	100.00%	\$1,058,437.84	\$1,512,054.05
\$0.00	-	71%	\$0.00	\$1,457,816.48	100.00%	\$0.00	\$0.00
\$26,014.29	2	72%	\$18,730.29	\$1,476,546.77	100.00%	\$18,730.29	\$26,014.29
\$0.00	-	73%	\$0.00	\$1,476,546.77	100.00%	\$0.00	\$0.00
\$1,502,508.96	5	74%	\$1,111,856.63	\$2,588,403.40	100.00%	\$1,111,856.63	\$1,502,508.96
\$7,205,108.83	8	75%	\$5,403,831.62	\$7,992,235.03	100.00%	\$5,403,831.62	\$7,205,108.83
\$842,000.00	2	76%	\$639,920.00	\$8,632,155.03	100.00%	\$639,920.00	\$842,000.00
\$500,000.00	1	77%	\$385,000.00	\$9,017,155.03	100.00%	\$385,000.00	\$500,000.00
\$842,000.00	2	78%	\$656,760.00	\$9,673,915.03	100.00%	\$656,760.00	\$842,000.00
\$942,089.38	3	79%	\$744,250.61	\$10,418,165.64	43.81%	\$326,084.97	\$412,765.79
\$1,906,106.35	5	80%	\$1,524,885.08	\$11,943,050.72	0.00%	\$0.00	\$0.00
\$15,860,862.92	36		\$11,943,050.72			\$10,000,000.00	\$13,425,432.98
Net Purchase Price Paid by County:							74.5%

Balance Type Budget
 Database
 Data Access Set CNTY
 Chart Of Accounts CNTY AKFF

Ledger t - Text CNTY
 Category t - Text BOCC Budget Amer
 Source t - Text Manual
 Organization t - Text BOCC Budget Orga
 Currency t - Text USD
 Budget t - Text BOCC FY2018

Upl	Period	Fund	Center	Account	Sub Account	Activity	Project	Future	Debit	Credit	Batch Name	Batch Description	Journal Name	Journal Description	Line Description	Messages
List - Text	* List - Text	* List - Text	* List - Text	* List - Text	* List - Text	* List - Text	* List - Text	* List - Text	* Number	* Number	Text	Text	Text	Text	Text	Text
OCT-2017		10314	100099	390011	0000	0000	00000000	00000000		1,271,047.00	Oct 2018 Impact Fee	Oct 2018 Impact Fee	Oct 2018 Impact Fee	Oct 2018 Impact Fee	Oct 2018 Impact Fee	Oct 2018 Impact Fee Buyback
OCT-2017		00051	100099	390011	0000	0000	00000000	00000000		8,728,953.00	Oct 2018 Impact Fee	Oct 2018 Impact Fee	Oct 2018 Impact Fee	Oct 2018 Impact Fee	Oct 2018 Impact Fee	Oct 2018 Impact Fee Buyback
OCT-2017		10314	165068	549002	5410	0000	00000000	00000000	1,271,047.00		Oct 2018 Impact Fee	Oct 2018 Impact Fee	Oct 2018 Impact Fee	Oct 2018 Impact Fee	Oct 2018 Impact Fee	Oct 2018 Impact Fee Buyback
OCT-2017		00051	165068	549002	5410	0000	00000000	00000000	8,728,953.00		Oct 2018 Impact Fee	Oct 2018 Impact Fee	Oct 2018 Impact Fee	Oct 2018 Impact Fee	Oct 2018 Impact Fee	Oct 2018 Impact Fee Buyback
Totals:									10000000	10000000						

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.