



TAMPA HISTORIC STREETCAR BOARD OF DIRECTORS

Wednesday, June 21, 2023, 2:30 PM
Hybrid Format of Participation - In Person at
HART Administrative Office, 1201 East 7th Ave, Florida Conference Room, Tampa, FL 33605
and
Via Communication Media Technology

Information not viewable is available upon request through the Clerk of the Board phone: 813-384-6552 or e-mail: petitl@goHART.org

AGENDA

MEMBERSHIP

Michael English ~ President	David Mechanik
Abbey Dohring Ahern ~ Vice President	Councilmember Gil Schisler
Eric Johnson ~ Secretary/Treasurer	Melanie Williams
Calvin Hardie	Commissioner Pat Kemp ~ Alternate
Councilmember Guido Maniscalco	

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
2. WELCOME NEW BOARD MEMBER ~ COUNCILMEMBER GUIDO MANISCALCO
3. PUBLIC INPUT (3 MINUTES PER SPEAKER)
4. APPROVAL OF MINUTES
 - 4.a. Regular Board of Directors Meeting ~ April 19, 2023
[Meeting Minutes](#)
5. PRESENTATION
 - 5.a. FY2024 Proposed Budget
Juston Lafler, HART Director of Budgets and Grants
[Presentation](#)
6. ACTION ITEMS
 - 6.a. 2023 Winter Village Express Service
Rachel Radawec, Tampa Downtown Partnership
The verbal presentation is in support of the Resolution #R2023-04-03

Resolution #R2023-06-03 ~ Authorization to Offer Winter Village Express Service on Sundays from November 19 to December 17, 2023

[Resolution #2023-06-03 with Action Item](#)

[Attachment II](#)

- 6.b. **Resolution #R2023-06-04 ~ Authorizing Execution of the Second Amendment to the Station Sponsorship Agreement Between Publix Super Markets, Inc. (“Publix”), Tampa Historic Streetcar, Inc. (“THS”), the City of Tampa (the “City”), and the Hillsborough Transit Authority (“HART”) Allowing Publix to Sponsor the TECO Line Streetcar System by Naming a Station Stop**

David Smolker, THS General Counsel

[Resolution 2023-06-04 with Action Item](#)

[Attachment II](#)

- 6.c. **Resolution #R2023-06-05 ~ Authorizing Execution of the Amended Operator’s Agreement between Tampa Historic Streetcar, Inc. (“THS”) and the Hillsborough Transit Authority (“HART”) and the Amended Streetcar Operations and Maintenance Plan**

David Smolker, THS General Counsel

[Resolution #R2023-06-05 with Action Item](#)

[Attachment II](#)

[Attachment III](#)

[Attachment IV](#)

[Attachment V](#)

[Attachment VI](#)

7. STREETCAR SYSTEM PERFORMANCE REPORT

- 7.a. **April and May 2023**

[April 2023 Report](#)

[May 2023 Report](#)

8. LEGAL AND LEGISLATIVE REPORTS

David Smolker, THS General Counsel

9. CHAIR'S REPORT

Michael English, THS President/Chair

10. HART INTERIM CHIEF EXECUTIVE OFFICER'S REPORT

Scott Drainville, HART Interim Chief Executive Officer

11. COMPLIANCE REPORTS (REVIEW AND FILE)

- 11.a. **Marketing Services Report ~ April and May 2023**

[April 2023 Report](#)

[May 2023 Report](#)

- 11.b. **City of Tampa Financial Statements for the months ending March 31, 2023 and April 30, 2023**

[Report for the month ending March 31, 2023](#)

Report for the month ending April 30, 2023

12. OLD BUSINESS

13. NEW BUSINESS

14. ADJOURNMENT



Meeting Minutes
**** Pending Approval****

Attendance in Person

Board Members	(4)	HART - Staff Members(8)
Michael English, President		Brian Allan
Abbey Dohring Ahern, Vice President		Erika Bowen
Calvin “Cal” Hardie		Rich Campbell
Melanie Williams		Scott Drainville
		Danielle Jackson
		Loretta Kirk
		Angela Paye
		Frank Wyszynski
		Others Present(2)
		David Smolker, THS General Counsel
		Lee Huffstutler, City of Tampa

Attendance via Communications Media Technology (CMT)

Board Members	(2)	HART - Staff Members(0)
Eric Johnson		
David Mechanik		
Board Member Absent	(1)	
Councilmember Gil Schisler		

The April 19, 2023, THS Board of Directors meeting was held in a hybrid format with quorum physically present in the Florida Conference Room at the HART Administrative Office, 1201 East 7th Avenue, Tampa, Florida, with the rest of the Board members participating via Communication Media Technology (CMT).

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

President Michael English called the meeting to order at 2:30 p.m. Pledge of Allegiance followed. Directors English, Dohring Ahern, Johnson, Mechanik, and Williams were present. Directors Hardie and Schisler were absent. A physical quorum was not present to conduct business.

PUBLIC INPUT (3 MINUTES PER SPEAKER)

There was no one pre-registered or present to provide public comment.

ACTION ITEMS

a. Resolution #R2023-04-01 ~ Accepting the Final FY2022 Audited Tampa Historic Streetcar, Inc. Financial Statements

Mr. Lee Huffstutler, City of Tampa Chief Accountant, informed the Board that the City of Tampa managed the financial operations of the streetcar service which was completed and audited for the fiscal year ending September 30, 2022. He asked that the Board receive and file the official



Meeting Minutes
**** Pending Approval****

financial statements for 2022. Mr. Huffstutler added that the financials of the streetcar service were a component unit of the City of Tampa so they were included in the City financial statements and audit which was complete.

Director Hardie physically joined the meeting at 2:35pm. There was a physical quorum in place for the Board to take action.

ELECTIONS OF OFFICERS AND APPOINTMENTS

Mr. David Smolker, THS General Counsel, provided background for the Officers election process and opened the floor for nominations for President, Vice President, and Secretary/Treasurer.

Director Williams nominated Director English for the position of President/Chair. Directors Dohring Ahern and Mechanik seconded the nomination.

Director Williams nominated Director Dohring Ahern for the position of Vice President/Vice Chair. Director Hardie seconded the nomination.

Director Williams nominated Director Johnson for the position of Secretary/Treasurer. Director Hardie seconded the nomination.

Director Mechanik moved and Director Dohring Ahern seconded a motion to elect the slate of nominated officers. All Board members present voted aye. The motion carried unanimously.

President English thanked the Board for their confidence noting that the streetcar was a very important asset for the City and he has been working hard to protect it.

ACTION ITEMS cont.

a. Resolution #R2023-04-01 ~ Accepting the Final FY2022 Audited Tampa Historic Streetcar, Inc. Financial Statements

Director Dohring Ahern moved and Director Hardie seconded approval of Resolution #R2023-04-01 ~ Accepting the Final FY2022 Audited Tampa Historic Streetcar, Inc. Financial Statements. All Board members present voted aye. The motion carried unanimously.

b. Resolution #R2023-04-02 ~ Authorize the HART Interim Chief Executive Officer to Donate the Historic Birney Streetcar #163 to Friends of Ybor (FOY)

President English stated that there was no final agreement for the donation of the Birney Streetcar #163 and requested that the Board delay any action until the May Board meeting.

Director Dohring Ahern moved and Director Williams seconded the continuation of Resolution #R2023-04-02 ~ Authorize the HART Interim Chief Executive Officer to Donate the Historic Birney Streetcar #163 to Friends of Ybor (FOY) to a future Board of Directors meeting. All



Meeting Minutes
**** Pending Approval****

Board members present voted aye except Director Mechanik who abstained. The motion carried unanimously.

Director Mechanik stated that he may have a voting conflict because his law firm represented a number of corporations that were owned or controlled by Darryl Shawl even though the firm did not represent FOY. He requested Mr. Smolker's opinion if it was appropriate for him to vote on the item in the future.

Mr. Smolker stated that as long as the particular item did not endure his particular financial interests or that of his family, then he could vote with the obligation to disclose that his firm represented Mr. Shaw.

Director Mechanik stated for the record that there would not be any financial gains for him or his family.

Director Mechanik voted aye on the previous motion.

APPROVAL OF MINUTES

Director Dohring Ahern moved and Director Hardie seconded approval of the January 18, 2023 and March 15, 2023 Board of Director Hybrid meeting minutes. All Board Members present voted aye. The motion carried unanimously.

STREETCAR PERFORMANCE REPORT

Mr. Brian Allan, HART Director of Streetcar Operations, presented the Streetcar Performance Report for March 2023. He reported that 99.55% of the contract and 4298 trips with 19.5 missed trips caused by mechanical issues, shortage of operators, and a crossing accident that he detailed. Mr. Allan stated that there were 19 reported late departures, on-time performance (OTP) was 99.46, and one extra hour of service was provided for the City of Tampa's tour with United States Department of Transportation Under Secretary Carlos Monje. He reported on all accidents. Mr. Allan announced that the ridership was 163,955 with 181 ADA boardings. He mentioned that service frequency increased on Fridays, Saturdays, and Sundays starting March 19, 2023, which caused increase in ridership. Mr. Allan reported that there were a few road calls, and that open positions included four Motorpersons.

Director Mechanik asked if the drivers of the other vehicles were cited for the accidents?

Mr. Allan responded affirmatively.

Director Mechanik inquired about the month with the highest ridership.

Mr. Allan indicated that March 2023 had the highest ridership.



Meeting Minutes
**** Pending Approval****

Director Hardie shared that the number one ridership per mile streetcar service was the Kansas City Streetcar service. He noted that he was interested in tracking the ridership to see if the Tampa streetcar service could surpass Kansas City service and be ranked number one.

President English thanked staff for the great service and report.

Director Dorhing Ahern stated that she noticed new Motorpersons and they seemed to be performing well at their jobs.

CHAIR'S REPORT

President English reported that, with assistance from the City of Tampa, the insurance for the CSX crossing was paid and cost almost a million dollars. He mentioned that there was a meeting scheduled in a couple of weeks with the City of Transportation staff, Budget Department, and the Insurance Agent to seriously explore an alternative to the million-dollar insurance policy, such as parametric insurance. He stated his commitment to staying personally involved in exploring alternatives to the CSX insurance policy. President English reported that he was also monitoring the donation of the Birney Agreement and hoped it would be ready in May.

HART INTERIM CHIEF EXECUTIVE OFFICER'S REPORT

Mr. Scott Drainville, HART Interim Chief Executive Officer, congratulated the newly elected officers and provided a brief background. He reported that it was time to start a budget review and provided the budget timeline.

LEGAL AND LEGISLATIVE REPORT

There was no report.

COMPLIANCE REPORT (REVIEW AND FILE)

President English referred the Board to the following report:

- City of Tampa Financial Statements for the months ending December 31, 2022, January 31, 2023, and February 28, 2023 submitted by Ms. Nancy Harper, City of Tampa Accountant

Marketing Services Reports for months March 2023

Mr. Wyszynski referred to the report for March 2023 in the packet and highlighted the key points. He stressed that ZooTampa joined as an Advertiser with a wrap and station takeover. Mr. Wyszynski pointed out that staff instructed Vector Media to branch out into the community to expand advertising beyond the adult beverage products.

Director Hardie complemented the social media noting that he followed and shared it as it had great content.



Meeting Minutes
**** Pending Approval****

Mr. Wyszynski thanked Director Hardie noting that the service promoted itself well, but staff highlighted the ridership as an example of how a small investment in transit locally could pay big dividends.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

Director Dohring Ahern noted that the interim process for the HART Chief Executive Officer position and inquired if it changed anything for the streetcar service.

Mr. Drainville indicated that nothing would change.

Director Hardie stated that the dynamic envelope red paint on Channelside Drive would be installed after the nearby roundabouts were finished. He added that hopefully, it would get privately owned vehicles to stop turning on the tracks.

ADJOURNMENT

The meeting adjourned at 2:55 p.m.

ATTEST:

Michael English, President
THS Board of Directors

Eric Johnson, Secretary-Treasurer
THS Board of Directors

David Smolker, Esquire
THS Board General Counsel

TECO Line Streetcar System

FY 2024 HART/THS Proposed Budget

Juston Lafler
HART Director of Budgets and Grants



THS Board of Directors Meeting
June 21, 2023





Presentation Overview

- Proposed FY24 Service Model
- Operating Statistics
- HART Streetcar Operating Revenues and Expenses
- THS Operating Budget
- HART and THS Operating Budget
- Full Time Employee (FTE) Employees
- Streetcar Capital Expenditures
- Next Steps



Proposed FY24 Service Model

Service Proposed for FY24

October 1, 2023 - September 30, 2024	
Monday - Thursday	7am - 11pm 15 minute frequency
Friday	7am - 2 am 15 minute frequency 1pm – 9pm 12 minute frequency
Saturday	8:30 am - 2 am 15 minute frequency 1pm – 9pm 12 minute frequency
Sunday	8:30 am - 11 pm 15 minute frequency 1pm – 9pm 12 minute frequency
Total hours	25,192



Operating Statistics

	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projection	FY2024 Budget
Revenue Hour	23,564	23,225	27,888	25,082	\$25,192
Revenue Miles	124,055	124,964	140,785	130,947	\$133,213
Ridership	735,086	1,094,677	1,200,000	1,384,408	\$1,665,198
Average Hours Per Day	64.6	63.6	76.4	68.7	69.0
Average Riders Per Day	2,014	2,999	3,288	3,793	4,562
Cost Per Service Hour	\$138.45	\$144.15	\$140.47	\$149.60	\$164.02



HART Streetcar Operating Revenues

Revenue Source	FY22 Actual	FY23 Budget	FY23 Projection	TENTATIVE		
				FY24 Budget	FY24 vs FY23 Budget Variance	% of Variance
State Operating Grants - FL Department of Transportation ¹	\$881,975	\$800,000	\$800,000	\$800,000	\$0	0.0%
Federal Operating Grants - FTA Program of Projects 5307	\$200,000	\$200,000	\$200,000	\$200,000	\$0	0.0%
Advertising	\$114,750	\$86,310	\$115,500	\$115,000	\$28,690	33.2%
Fare Revenues - Special Events	\$7,050	\$3,000	\$500	\$500	(\$2,500)	-83.3%
City of Tampa Contribution-Tax Increment Refinancing (TIF) ²	\$760,000	\$760,000	\$760,000	\$755,000	(\$5,000)	-0.7%
City of Tampa Contribution from General Fund ³	\$531,000	\$591,000	\$591,000	\$531,000	(\$60,000)	-10.2%
Tampa Historic Streetcar, Inc. Contribution ⁴	\$0	\$742,748	\$492,744	\$972,762	\$230,014	31.0%
Total Revenues	\$2,494,775	\$3,183,058	\$2,959,744	\$3,374,262	\$191,204	6%

¹ FY24 New FDOT grant \$700K for continuation of free fares, 5th year; Free fares began in FY19. Includes \$100K from Block Grant

² City of Tampa agreement of \$450K per year and \$305K Local CRA Contribution for Free Fares

³ City of Tampa; \$200K In-towner, \$331K Mobility CBD

⁴ THS Contribution is the difference of actual expenses less fares, grants and other revenues collected by HART



HART Streetcar Operating Expenses

Expense Category	FY22 Actual	FY23 Budget	FY23 Projection	TENTATIVE		
				FY24 Budget	FY24 vs FY23 Budget Variance	% of Variance
Salaries and Wages	\$1,803,672	\$2,074,134	\$1,936,197	\$2,202,009	127,875	6%
Fringe Benefits	\$509,696	\$581,245	\$491,058	\$625,722	44,477	8%
Fuel and Oil	\$8,026	\$5,837	\$5,837	\$8,350	2,513	43%
Parts and Supplies	\$121,698	\$160,918	\$175,918	\$165,402	4,484	3%
Contract Services	\$18,298	\$21,760	\$26,274	\$15,496	(6,264)	-29%
Marketing and Printing	\$47,750	\$53,000	\$53,000	\$53,000	\$0	0%
Insurance Costs	\$61,481	\$80,000	\$80,000	\$80,000	\$0	0%
Utilities	\$167,292	\$158,064	\$158,065	\$194,567	36,503	23%
Other Expenses	\$30,973	\$48,100	\$33,395	\$29,716	(18,384)	-38%
Total Expenses	\$2,768,886	\$3,183,058	\$2,959,744	\$3,374,262	191,204	6%



THS Operating Budget

	FY22 Actual	FY23 Budget	FY23 Projection	TENTATIVE		
				FY24 Budget	FY24 vs FY23 Budget Variance	% of Variance
Operating Revenues						
Special Service Districts ¹	\$1,134,570	\$1,444,775	\$1,444,775	\$1,645,953	\$201,178	14%
Tampa Downtown Partnership ³	\$60,000	\$0	\$60,000	\$60,000	\$60,000	0%
Other Interest Earnings	\$27,638	\$32,451	\$50,707	\$25,000	(\$7,451)	-23%
City of Tampa	\$0	\$0	\$60,673	\$0	\$0	0%
Tax Fund 381101			\$316,812			
Total Revenues	\$1,222,208	\$1,477,226	\$1,932,967	\$1,730,953	\$253,727	17%
Operating Expenses						
CSX Insurance	\$663,258	\$667,365	\$795,072	\$795,000	\$127,635	19%
Attorney Fees	\$8,904	\$6,000	\$3,320	\$6,000	\$0	0%
Accounting Fees	\$5,670	\$25,000	\$10,200	\$25,000	\$0	0%
General Liability Insurance	\$11,380	\$10,000	\$11,380	\$11,380	\$1,380	14%
Advertising Fees	\$0	\$0	\$0	\$0	\$0	0%
Other Expenses	\$1,000	\$1,000	\$1,000	\$1,000	\$0	0%
Budget Reserve	\$0	\$25,113	\$0	(\$80,189)	(\$105,302)	-419%
Contribution to HART ²	\$0	\$742,748	\$492,744	\$972,762	\$230,014	31%
Total Expenses	\$690,212	\$1,477,226	\$1,313,716	\$1,730,953	\$253,727	17%

¹ Special Service District Property Tax for Districts: Ybor City I & II, Channelside, Downtown Tampa Core and Non-Core

² This is the amount paid to HART for revenue shortfall based on HART Streetcar operating expenses

³ \$60K Tampa Downtown Partnership contribution for free fares



HART and THS Operating Budget

	FY22 Actual	FY23 Budget	FY23 Projection	TENTATIVE		
				FY24 Budget	FY24 vs FY23 Budget Variance	% of Variance
Operating Revenues						
Special Service Districts ¹	\$1,134,570	\$1,444,775	\$1,444,775	\$1,645,953	\$201,178	14%
Advertising THS	\$27,638	\$0	\$0	\$0	\$0	0%
Advertising HART	\$114,750	\$86,310	\$115,500	\$115,000	\$28,690	33%
Other Interest Earnings		\$32,451	\$50,707	\$25,000	(\$7,451)	-23%
Tampa Downtown Partnership	\$60,000	\$0	\$60,000	\$60,000	\$60,000	0%
City Of Tampa	\$0	\$0	\$60,673			
HART Federal, State Grants	\$1,081,975	\$1,000,000	\$1,000,000	\$1,000,000	\$0	0%
THS Contribution to HART *** ²	\$1,291,000	\$1,351,000	\$1,351,000	\$1,286,000	(\$65,000)	-5%
Tax Fund 381101			\$316,812			
Fares and other income	\$7,050	\$3,000	\$500	\$500	(\$2,500)	-83%
Total Revenues	\$3,716,983	\$3,917,536	\$4,399,967	\$4,132,453	\$214,917	5%
Operating Expenses						
THS CSX Insurance	\$663,258	\$667,365	\$795,072	\$795,000	\$127,635	19%
THS Attorney Fees	\$8,904	\$6,000	\$3,320	\$6,000	\$0	0%
THS Accounting Fees	\$5,670	\$25,000	\$10,200	\$25,000	\$0	0%
THS General Liability Insurance	\$11,380	\$10,000	\$11,380	\$11,380	\$1,380	14%
THS Other Expenses	\$1,000	\$1,000	\$1,000	\$1,000	\$0	0%
THS Budget Reserves Fund Balance	\$0	\$25,113	\$0	-\$80,189	(\$105,302)	-419%
HART Salaries and Fringes	\$2,313,368	\$2,655,379	\$2,427,255	\$2,827,731	\$172,352	6%
HART Marketing	\$47,750	\$53,000	\$53,000	\$53,000	\$0	0%
HART Parts and Services	\$139,996	\$182,678	\$202,192	\$180,898	(\$1,780)	-1%
HART Utilities & Insurance	\$228,773	\$238,064	\$238,065	\$274,567	\$36,503	15%
HART Other Expenses	\$30,973	\$53,937	\$39,232	\$38,066	(\$15,871)	-29%
Total Expenses	\$3,451,072	\$3,917,536	\$3,780,716	\$4,132,453	\$214,917	5%

¹ Special Service District Non-Ad Valorem tax for: Ybor City I & II, Channelside, Downtown Tampa Core and Non-Core

² City of Tampa \$450K per year, \$200K In-towner; \$331K Mobility CBD, Local Contributions for Free Fares \$305K CRA, \$60K TDP



Full Time Employee (FTE) Positions

➤ FTEs

Job Title	FY2024 Tentative Budget
Director	1
Manager	1
Administrative Assistant	0
Supervisors/Dispatchers	0
Motorpersons	18
Maintenance Supervisor	2
Vehicle Technicians ¹	8
Facilities Technicians	2
Total Positions	32

1 Technicians include 4 Mechanics, 3 Service Attendants and 1 Paint and Body Technician.

Two Road Supervisors that support Streetcar operations are not charged to the Streetcar budget.



Streetcar Capital Expenditures

Projects	FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projections	FY2024 Tentative Budget
Vehicle Maintenance	\$725,131	\$1,110,316	\$919,137	\$1,100,000	\$50,000	\$1,219,100
Infrastructure Maintenance	\$335,295	\$134,675	\$0	\$185,000	\$185,000	\$135,000
Total Capital Expenditures by FY	\$1,060,426	\$1,244,991	\$919,137	\$1,285,000	\$235,000	\$1,354,100

Next Steps



July
19

- THS Board of Directors deliberations on FY24 HART Streetcar Operating and THS Corporate budgets



Aug
16

- THS Board of Directors adopts FY24 HART Streetcar Operating and THS Corporate budgets



Sep

- Public Hearings - HART Board of Directors adopts FY24 HART Operating and Capital budgets (inclusive of Streetcar)

QUESTIONS



ACTION ITEM

Resolution #R2023-06-03 ~ Authorization to Offer Winter Village Express Service on Sundays from November 19 to December 17, 2023

OVERVIEW

Last year, THS Inc. partnered with Downtown Partnership on offering Winter Village Express service Sunday from Winter Village opening until the Sunday before Christmas. The event connects downtown Tampa and Ybor Historic District and contributes to the overall Holiday Spirit created by the Winter Village at Curtis Hixon Park. This would be the seventh year the two organizations would partner to bring this program to life.

BACKGDOUND

Similar to last year, it is proposed that the Winter Village Express would run one dedicated branded streetcar non-stop from Whiting Station to Centennial Park and back. Winter Village Express would operate on Sundays from November 19 to December 17, with the first car leaving around 3pm from Whiting Station and the last one leaving Ybor at 7:55 p.m.

The branded streetcar will run in normal circulation after December 17 as a continuing marketing piece for Winter Village. Décor will be added to the streetcar’s interior.. From the Whiting Station there is a quick connection, via the Riverwalk, to Winter Village at Curtis Hixon.

FINANCIAL IMPACT

Expenses		THS Contribution		Notes
Streetcar Charter	\$6,625.00	\$1,875.00	\$4,750.00	5 hours @ \$225 - 5 weeks
Wrap (Streetcar)	\$4,500.00	\$1,600.00	\$2,900.00	Both sides/front/rear/steps
Staffing	\$1,250.00		\$1,250.00	Bob and Gretchen
Décor & Lighting	\$500.00		\$500.00	Garland & Lights
Window painting	\$150.00		\$150.00	Streetcar Windows
Give aways	\$275.00		\$275.00	Stickers, toys, gingerbread
Food & Beverage	\$1,600.00		\$1,600.00	Cookies sponsored by PDQ
Station Décor	\$1,000.00		\$1,000.00	Whiting Station
Total	\$15,900.00	\$3,475.00	\$12,425.00	

NEXT STEPS

Upon the Board’s approval, modify service to accommodate a streetcar dedicated to Winter Express Service during the dates and times listed in proposal.

Prepared by: Rachel Radawec, Tampa Downtown Partnership

Attachments:

- I. Resolution #R2023-06-03
- II. 2023 Winter Village Express Program Description and Details

ATTACHMENT I
RESOLUTION NO. #R2023-06-03

A RESOLUTION AUTHORIZING TO OFFER WINTER VILLAGE EXPRESS SERVICE ON SUNDAYS FROM NOVEMBER 19 TO DECEMBER 17, 2023

WHEREAS, THS Inc. would like to continue its partnership with Downtown Partnership in offering Winter Village Express service; and

WHEREAS, Winter Village Express will run one dedicated branded streetcar non-stop from Whiting Station to Centro Ybor Station; and

WHEREAS, Winter Village Express will operate on Sundays from November 19 to December 17, 2023 from 3-8:30 p.m.; and

WHEREAS, THS Inc. contributions will consist of \$1,875 towards the cost of the streetcar charter and \$1,600 towards the cost of the streetcar full wrap;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TAMPA HISTORIC STREETCAR, INC. THAT:

Section 1. The THS Board of Directors ratifies President English' authorization to offer Winter Village Express service on Sundays from November 18 to December 23, 2018.

Section 2. Proper officers of the THS Board of Directors are authorized to do all things necessary and required to carry out this resolution.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE TAMPA HISTORIC STREETCAR, INC. ON JUNE 21, 2023.

ATTEST:

Michael English, President/Chair
THS Board of Directors

Eric Johnson, Secretary-Treasurer
THS Board of Directors

David Smolker, Esquire
THS General Counsel



Program Description:

The Winter Village Express has quickly become a holiday tradition within the Tampa community by providing a fun filled and affordable experience aboard the historic Tampa streetcar. Join Bob and Gretchen, two wacky snowbirds who lost their way, as you take a 50-minute journey from Downtown Tampa to Ybor and back.

Program Details:

- \$10 ticket price for a 50-minute curated holiday experience
- Advance purchase for tickets only
- One dedicated branded Streetcar on an express route
- The Winter Village Express will operation every Sunday, November 19 - December 17
- Hours of operation run roughly 3:00pm – 8:30pm
- Milk and Cookies are provided on-board at no additional fee
- The branded Streetcar will run in normal circulation after December 17
- On-board entertainment provided by two local performers and includes holiday trivia, sing-a-longs, snowball fights and more
- Prizes and giveaways on-board

Program Budget:

Expenses		THS Contribution		Notes
Streetcar Charter	\$6,625.00	\$1,875.00	\$4,750.00	5 hours @ \$225 - 5 weeks
Wrap (Streetcar)	\$4,500.00	\$1,600.00	\$2,900.00	Both sides/front/rear/steps
Staffing	\$1,250.00		\$1,250.00	Bob and Gretchen
Décor & Lighting	\$500.00		\$500.00	Garland & Lights
Window painting	\$150.00		\$150.00	Streetcar Windows
Give aways	\$275.00		\$275.00	Stickers, toys, gingerbread
Food & Beverage	\$1,600.00		\$1,600.00	Cookies sponsored by PDQ
Station Décor	\$1,000.00		\$1,000.00	Whiting Station
Total	\$15,900.00	\$3,475.00	\$12,425.00	





ACTION ITEM

Resolution #R2023-06-04 ~ Authorizing Execution of the Second Amendment to the Station Sponsorship Agreement Between Publix Super Markets, Inc. (“Publix”), Tampa Historic Streetcar, Inc. (“THS”), the City of Tampa (the “City”), and the Hillsborough Transit Authority (“HART”) Allowing Publix to Sponsor the TECO Line Streetcar System by Naming a Station Stop

OVERVIEW

The Second Amendment renews the Sponsorship Agreement as amended for an additional one (1) year term beyond the extensions provided for under the First Amendment to the Sponsorship Agreement and provides for two additional one (1) year term extensions, at Publix’s option, at the same price and under the same terms and conditions as under the First Amendment. All other terms and conditions of the Station Sponsorship Agreement will remain in full force and effect.

BACKGROUND

THS, the City and HART previously entered into the First Amendment to Station Sponsorship Agreement with Publix to extend the Station Sponsorship Agreement previously entered into between the parties allowing Publix to continue to sponsor the Streetcar System. The Station Sponsorship Agreement allowed Publix to sponsor the TECO Line Streetcar System by naming Port of Tampa Bay Station Stop #5 located at 949 Channelside Drive. The First Amendment: (1) extended the term of the Station Sponsorship Agreement for an additional one (1) year term until July 27, 2021, in exchange for a payment of \$25,000 to THS; (2) provided for two (2) additional one (1) year term extensions, at the option of Publix, in exchange for payment of \$25,000 to THS for each additional extension provided Publix gave notice of their intent to extend at least 60 days prior to expiration of the then current term; and (3) provided for possible modification of the station signage installed at Port of Tampa Bay Station Stop #5, at Publix’s expense, during the term of the Station Sponsorship Agreement, as amended. All other terms of the Station Sponsorship Agreement remained in full force and effect during the extended term(s). THS/HART was required to install and maintain the signage and any signage modification.

The Second Amendment effectively renews the Sponsorship Agreement as amended under the First Amendment for an additional one (1) year term beyond the extensions provided for under the First Amendment and further provides for two additional one (1) year extensions, at Publix’s option, all under the same terms and conditions, including price, as provided in the Sponsorship Agreement as amended by the First Amendment. All other terms and conditions of the Station Sponsorship Agreement will remain in full force and effect.

THS Board President Michael English, HART, and THS General Counsel have discussed and are comfortable that the annual monetary consideration to THS for the sponsorship rights, which will remain unchanged, is fair and reflects market rates.

NEXT STEPS

The Second Amendment is also subject to approval by the City of Tampa and HART.

Prepared by: David Smolker, THS General Counsel

Attachments:

- I Resolution #R2023-06-04
- II Second Amendment to Station Sponsorship Agreement

ATTACHMENT I

RESOLUTION NO#R2023-06-04

A RESOLUTION AUTHORIZING EXECUTION OF THE SECOND AMENDMENT TO THE STATION SPONSORSHIP AGREEMENT BETWEEN PUBLIX SUPER MARKETS, INC. (“PUBLIX”), TAMPA HISTORIC STREETCAR, INC. (“THS”), THE CITY OF TAMPA (THE “CITY”), AND THE HILLSBOROUGH TRANSIT AUTHORITY (“HART”) ALLOWING PUBLIX TO SPONSOR THE TECO LINE STREETCAR SYSTEM BY NAMING A STATION STOP

WHEREAS, Tampa Historic Streetcar, Inc. (“THS”) operates the TECO Line Streetcar System on behalf of the City of Tampa (the “City”) consisting of 2.7 miles of track, eight replica streetcar vehicles, one Birney Breezer vehicle, and 11 station stops (the “Streetcar System”) which includes Port of Tampa Bay Station Stop #5 located at 949 Channelside Drive (the “Station Stop”); and

WHEREAS, THS, the City, the Hillsborough Transit Authority (“HART”) and Publix Super Markets, Inc. (“Publix”), hereinafter referred to as the “Parties” have acknowledged that pursuant to the agreement creating THS that (a) THS is authorized to manage and operate the TECO Line Streetcar System; and (b) THS shall establish and maintain an endowment fund for which the City and HART shall solicit endowment contributions; and

WHEREAS, on July 27, 2019, the Parties entered into the Station Sponsorship Agreement allowing Publix to sponsor for a one (1) year term the TECO Line Streetcar System by naming Port of Tampa Bay Station Stop #5 located at 949 Channelside Drive; and

WHEREAS, the Parties entered into a First Amendment to Station Sponsorship Agreement which (1) extended the term of the Station Sponsorship Agreement for an additional one (1) year term until July 27, 2021, in exchange for a payment of \$25,000 to THS; (2) provided for two (2) additional one (1) year term extensions, at the option of Publix, in exchange for payment of \$25,000 to THS for each additional extension provided Publix gave notice of their intent to extend at least 60 days prior to expiration of the then-current term; and (3) provided for possible modification of the station signage installed at Port of Tampa Bay Station Stop #5, at Publix’s expense, during the term of the Station Sponsorship Agreement, as amended; and

WHEREAS, Publix desires to extend the term of the Agreement as amended for one year term until July 27, 2024, while providing for two (2) additional one (1) year extensions, at Publix’s option, all on the same terms and conditions as set for the in the Agreement as amended; and

WHEREAS, THS desires to continue to obtain sponsorships for the TECO Line Streetcar System, which include naming rights on stations used to operate the TECO Line Streetcar System in order to collect donations for funding the existing endowment for operations of the TECO Line Streetcar System; and

WHEREAS, THS, the City, HART and Publix desire to further amend the Station Sponsorship Agreement as amended by the First Amendment which sets forth the terms and conditions of Publix’s sponsorship of the Station Stop # 5 by entering into the Second Amendment to Station Sponsorship Agreement. The Second Amendment: (1) will extend the term of the Station Sponsorship agreement, as amended, for an additional one (1) year term ending July 27, 2024, in

ATTACHMENT I

exchange for a payment of \$25,000 to THS; and (2) provides for two (2) additional one (1) year term extensions, at the option of Publix, in exchange for payment of \$25,000 to THS for each additional extension. All other terms of the Station Sponsorship Agreement as amended by the First Amendment will remain in full force and effect during the extended term(s);

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TAMPA HISTORIC STREETCAR, INC. THAT:

Section 1. The Board of Directors authorizes the execution of the Second Amendment to Station Sponsorship Agreement between Publix, THS, the City, and HART allowing Publix to sponsor the TECO Line Streetcar System by naming a station stop.

Section 2. The Officers of the Corporation are authorized to undertake such actions and sign such contracts and other documents (with such changes deemed necessary or appropriate) to carry out the intent and accomplish the purposes of the foregoing Resolution.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE TAMPA HISTORIC STREETCAR, INC. ON JUNE 21, 2023.

ATTEST:

Michael English, President/Chair
THS Board of Directors

Eric Johnson, Secretary-Treasurer
THS Board of Directors

David Smolker
THS Board General Counsel

ATTACHMENT II

SECOND AMENDMENT TO STATION
SPONSORSHIP AGREEMENT

This Second Amendment to Station Sponsorship Agreement (the "Second Amendment") is entered into by and among Tampa Historic Streetcar, Inc., P.O. Box 2389, Tampa, Florida 33602 ("THS"), Publix Super Markets, Inc. (the "Sponsor"), City of Tampa, a Municipality organized under the laws of the State of Florida (the "City"), and Hillsborough Area Regional Transit Authority, an Independent Special Taxing District ("HART") (collectively, "the Parties").

RECITALS

1. The City, Hart and THS have entered into an agreement (the "Tri-Party Agreement") for the purpose of managing, operating and maintaining an electric streetcar system (the "Streetcar System") connecting the Ybor City area to the central business district of the City consisting of nine (9) Streetcars (the "Streetcars") and eleven (11) Station Stops.

2. Pursuant to the Tri-Party Agreement, THS is authorized to manage and operate the Streetcar System. Further, the Tri-Party Agreement contemplates that the parties thereto shall solicit Endowment Contributions.

3. The City and HART entered into an agreement dated June 6, 1998, entitled the InterLocal Agreement for Tampa-Ybor Historic Electric Streetcar Project and denominated HART Agreement #98-05-06. Such agreement provides for an Endowment Fund to be received by the City and HART for the benefit of the Streetcar System.

4. The Parties previously entered into that certain Station Sponsorship Agreement effective July 26, 2019 (the "Agreement") and that certain First Amendment to Station Sponsorship Agreement (the "First Amendment") (collectively, the "Agreement as amended"). The Parties now desire to extend the term under the Agreement as amended to provide for further extensions in accordance with the terms and conditions set forth hereafter.

5. In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

6. Subparagraph 7.A. of the Agreement, Term/Consideration, as amended by the First Amendment, is hereby further amended as follows:

7. Term/Consideration.

A. The term of the Agreement as amended shall be extended for one (1) year until July 26, 2024, unless terminated sooner as described in the Agreement as amended. In consideration hereof, Sponsor shall pay THS the non-refundable sum of Twenty-Five Thousand and no/100 Dollars (\$25,000.00) (hereafter, the "License Consideration") payable as provided herein. Upon the date this Second Amendment is fully executed by all parties, THS/HART shall promptly replicate and replace new or, in lieu thereof pursuant to paragraph 18 of the Agreement as amended, modify new, the signage in accordance with paragraphs 6 and 18 of the Agreement as amended as applicable. Upon completion of the replacement or modified signage, THS/HART shall invoice Sponsor for the full amount of the License Consideration as it may be adjusted in the case of modified signage pursuant to paragraph 18 of the Agreement as amended. Upon receipt of the invoice, Sponsor shall promptly pay the full amount of the License Consideration in a single payment to "City of Tampa" or such other payee as THS shall direct. Sponsor shall have the right to further extend the term of the Agreement as amended for two (2) additional one-year terms provided that, at least sixty (60) days prior to expiration of the then current term, Sponsor gives THS, HART and the City written notice of its intent to further extend the term, requests THS/HART to either replace or modify the signage, and is otherwise in full compliance with the remaining terms and conditions of the Agreement as amended. Upon receipt of the required notice from Sponsor, THS/HART promptly shall replicate and replace new, or in lieu thereof pursuant to paragraph 18 of the Agreement as amended, modify the signage in accordance with this paragraph and paragraphs 6 and 18 of the Agreement as amended as applicable. In consideration of an additional term, Sponsor shall pay THS as provided herein the non-refundable Twenty-Five Thousand and no/100 Dollars (\$25,000.00) License Consideration as it may be adjusted in the case of modified signage pursuant to paragraph 18 of the Agreement as amended. The portion of the License Consideration allocable to replacement of the signage hereunder is Five Thousand and no/100 Dollars (\$5,000.00) (the "Signage Replacement Sum"). Sponsor's notice hereunder shall constitute Sponsor's consent to the removal and replacement of the previously installed signage as required under paragraph 6 of the Agreement as amended.

8. All other terms and conditions of the Agreement as amended shall remain in full force and effect except as expressly modified under this Second Amendment.

In witness whereof this Second Amendment is executed and delivered as of the Effective Date.

“SPONSOR”

By: _____

Date: _____

“CITY OF TAMPA”

By: _____
Jane Castor, Mayor

Date: _____

ATTEST

City Clerk

“THS”

By: _____

Date: _____

“HART”

By: _____

Date: _____

ACTION ITEM

Resolution #R2023-06-05 ~ Authorizing Execution of the Amended Operator’s Agreement between Tampa Historic Streetcar, Inc. (“THS”) and the Hillsborough Transit Authority (“HART”) and the Amended Streetcar Operations and Maintenance Plan

OVERVIEW AND BACKGROUND

HART, THS, and the City of Tampa are parties to a Streetcar Tri-Party Agreement dated December 17, 2001, involving the creation of the Tampa-Ybor Historic Electric Streetcar System (hereafter, the "Streetcar System"). The Tri-Party Agreement contemplates that THS would engage a third party to operate the Streetcar System. THS formally engaged HART as the operator of the Streetcar System pursuant to an Operator's Agreement, dated and effective October 1, 2011. There have been seven subsequent one-year extensions to the Operator’s Agreement, the latest through September 30, 2023.

THS and HART have determined to enter into a new agreement for a five- year term and the Parties desire to set forth the amended terms of the engagement in writing. Under the Amended Operator’s Agreement, the respective rights, duties and obligations of the parties are not being substantively modified except to reflect HART’s ownership and possible operation of the Birney Streetcar. By prior agreement, the Tampa & Ybor City Railway Society, Inc. transferred the Birney Streetcar to HART. The Amended Operator’s Agreement references the essential terms of that transfer.

Exhibit “A” to the Operator’s Agreement is the Streetcar Operations and Maintenance Plan. It governs the day-to-day operation and maintenance of the Streetcar System. The Operations and Maintenance Plan is being amended to delete obsolete references, change administrative personnel titles to reflect the current HART organizational structure, and to otherwise conform the Agreement to the actual internal and external operating practices and procedures as they have evolved since 2011.

NEXT STEPS

The Amended Operator’s Agreement and Amended Operations and Maintenance Plan are also subject to approval by the HART Board of Directors.

Upon THS Board approval,

- Present the final draft to the HART Operations and Safety Committee at the June 26, 2023 meeting for review and recommendation for approval.
- If recommended for approval by the HART Operations and Safety Committee, present it to the full HART Board of Directors on August 7, 2023 for approval to be executed by both parties, HART and THS, before September 30, 2023.

Prepared by: David Smolker, THS General Counsel

Attachments:

- I Resolution #R2023-06-05
- II Summary of Changes
- III Redlined Version of Amended Operator’s Agreement
- IV Clean Version of Amended Operator’s Agreement
- V Redlined Version of the Amended Operations and Maintenance Plan
- VI Clean Version of the Amended Operations and Maintenance Plan

ATTACHMENT I

RESOLUTION NO#R2023-06-05

A RESOLUTION AUTHORIZING EXECUTION OF THE AMENDED OPERATOR'S AGREEMENT BETWEEN TAMPA HISTORIC STREETCAR, INC. ("THS") AND THE HILLSBOROUGH TRANSIT AUTHORITY ("HART") AND THE AMENDED OPERATIONS AND MAINTENANCE PLAN

WHEREAS, HART, THS, and the City of Tampa (hereafter, the "CITY") are parties to a Streetcar Tri-Party Agreement dated December 17, 2001 involving the creation of the Tampa-Ybor Historic Electric Streetcar System (hereafter, the "Streetcar System"); and

WHEREAS, the Tri-Party Agreement contemplates that THS would engage a third party to operate the Streetcar System; and

WHEREAS, THS formally engaged HART as the operator of the Streetcar System pursuant to an Operator's Agreement, dated and which became effective on October 1, 2011 which agreement which has been extended by seven subsequent one-year extensions the latest through September 30, 2023; and

WHEREAS, THS and HART have determined to enter into a new agreement for a five - year term and the parties desire to set forth the amended terms of the engagement in writing; and

WHEREAS, under the Amended Operator's Agreement, the respective rights, duties and obligations of the parties are not being substantively modified other than to reflect HART's ownership and possible operation of the Birney Streetcar which, by prior agreement, was transferred to HART by the Tampa & Ybor City Railway Society, Inc.; and

WHEREAS, Exhibit "A" to the Operator's Agreement is the Streetcar Operations and Maintenance Plan; and

WHEREAS, the Operations and Maintenance Plan is being amended to delete obsolete references, change administrative personnel titles to reflect the current HART organizational structure, and to otherwise conform the Plan to the actual internal and external operating practices and procedures as they have evolved since 2011;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TAMPA HISTORIC STREETCAR, INC. THAT:

Section 1. The THS Board of Directors authorizes the execution of the Amended Operator's Agreement, including the Amended Streetcar Operations and Maintenance which is attached thereto as Exhibit "A."

Section 2. The Officers of the Corporation are authorized to undertake such actions and sign such contracts and other documents (with such changes deemed necessary or appropriate) to carry out the intent and accomplish the purposes of the foregoing Resolution.

Section 3. This Resolution shall take effect immediately upon its adoption.

ATTACHMENT I

**PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE TAMPA
HISTORIC STREETCAR, INC. ON JUNE 21, 2023.**

ATTEST:

**Michael English, President/Chair
THS Board of Directors**

**Eric Johnson, Secretary-Treasurer
THS Board of Directors**

**David Smolker
THS Board General Counsel**

Changes to the Operator Agreement

First Paragraph

- Change the effective date to October 1, 2022.

3rd Paragraph Whereas Clause

- Change the date and extending the Agreement for 5 years from 2022 to 2027.

SECTION 1. OVERALL PROJECT DESCRIPTION

- Remove obsolete wording in the description of the location of the project. Deleted “in the vicinity of Ice Palace Drive.”
- Correct spelling of “Whiting”.

SECTION 3. EFFECTIVE DATE

- Change effective date to October 1, 2022.

SECTION 4. TERM

- Changed the date of the term to end September 30, 2027.
- Changed the date of the term for the 1-year automatic renewal to September 30, 2027.

ARTICLE III - GENERAL RIGHTS AND DUTIES OF THE PARTIES

SECTION 1. RIGHTS AND DUTIES OF HART

b. Equipment Condition, Maintenance, and System Operation.

- 2. Delete the word “visual” from inspections. Added “power substations” to items for inspection.
- 3. Deleted the words “and for the maintenance of the power distribution system” from the work that is purchased by Agreement. This work is performed by HART employees.

m. Use of the Restored Streetcar

- Changed language to reflect that HART owns the Birney (#163) and removed The Streetcar Society.
- THS and the City of Tampa will cover the cost of owning, operating, maintaining, insuring and capital improvements needed after the Railway Society funds are exhausted.

SECTION 2. RIGHTS AND DUTIES OF THS

b. Annual Operations Budget

c. Payment

- (4) Changed language to reflect that Operator will charge an administrative fee to the party that is requesting a shutdown instead of THS.

h. Special Service and Extra Service.

- Correct the spelling of the word “Special” for the special service.

SECTION 4. MISCELLANEOUS PROVISIONS.

c. Federal Requirements

- Changed the year of the list to 2006.

f. Notice.

- Updated all the addresses of the parties.

Signatures of the Parties (Last Page)

- Updated names and titles in the signature section.

Changes to the Exhibit A: Operations and Maintenance Plan

Cover Page

- Change cover page to Hillsborough Transit Authority.
- Change footnote to reflect year 2022.

1. Introduction

- Updated effective date.
- Removed Streetcar Lease Agreement from Definitions.
- Corrected SSPP definition.
- Updated Streetcar System Description to reflect the current system with the correct number of streetcars and stations.
- Changed Fleet Size and Description to reflect the current roster.

- Removed sentence fragment from Organization and Staffing, and updated titles to reflect current positions.

2. Streetcar System Description

- The description of the system was written describing the two phases in which the system was built. This section was changed to reflect the entire 2.7 miles as one system.
- Updated the station names in Station Stops.
- Need to replace map of the system with an updated version.
- Removed automatic wash rack and the description of the trailer to move streetcars from the description of Ybor Station, Maintenance Yard, and Operation Facilities.
- Removed the In Town Trolley, and language about later expansion to the Central Business District from the description of Dick Greco Plaza.
- Updated the street names and the number of stations in the Dick Greco Plaza description.
- Updated the number of vehicles in the Vehicle description.
- Removed the automatic next stop announcement system and digital information displays from the Vehicle description.

3. Operating Policies

- Updated the running time in the Running Time description.
- Updated titles in Operation and Staffing, and removed the requirement for motormen to have a Commercial Driver's License.
- Changed operator to motorman in Motorman/Conductor Training.
- Changed Motorman Generals to Certified Operating Instructors in Motorman/Conductor Training.
- "All motormen/conductors must go through refresher training annually to maintain their certification to operate the streetcar. Maintenance workers who move streetcars must be trained and certified to operate the streetcars" was moved from Line Maintenance Training to Motorman/Conductor Training.
- Replaced description of special hats with; "uniforms that resemble those worn by the motormen of the original system in Tampa" in the description of the Motormen/Conductor Uniforms.
- Deleted the description of the THS Volunteer Corps.
- Changed Dispatch to Control in the Communications section.
- Removed the automatic next stop announcement system, microphone jacks and digital information displays from the Onboard Communication description.

4. Maintenance Training

- "All motormen/conductors must go through refresher training annually to maintain their certification to operate the streetcar. Maintenance workers who move streetcars must

be trained and certified to operate the streetcars” was deleted from Line Maintenance Training and moved to Motorman/Conductor Training.

- Updated Heavy Repairs of Streetcars to reflect the current practice of performing most work on site.
- Updated Other Operations and Maintenance Vehicles to reflect the current fleet of non-revenue vehicles used by the streetcar system.

5. System Staff and Policy Support

- Updated division and titles in System Management and Staffing.
- Removed “Each motorman/conductor is required to maintain a commercial driver’s license” from System Operations.
- Removed truck overhaul from Contract Maintenance.
- Replaced section on Customer Service to reflect the current practice at HART.
- Replaced the Dispatch description with a description of the Operations Control Center.
- Deleted “These streetcar designated mechanics are supported as necessary by HART mechanics that are cross trained in both bus and streetcar vehicle systems.” There are no cross trained mechanics.
- Deleted “**Paint and Body Personnel-** Paint and body repair is classified as heavy repair and the streetcar maintenance facility is not designed to support this work. HART utilizes a trailer to transport the vehicles to the 21st Avenue facility and uses existing in-house paint and body personnel to perform this type of service for the streetcar system on a work order basis.” All streetcars are repaired at the streetcar facility by streetcar employees.
- Deleted “**Route Maintenance Attendants-** Hart provides designated route maintenance attendants to support the streetcar system. Additional attendants are provided by the 21st Avenue facility on a work order basis. The work to be performed by these attendants is outlined in the previous section.” This work is performed by streetcar employees.

6. System Cost and Budget

- Changed hours to trips in Monthly Reporting.
- Deleted “Not more than one accident/incident per month in Performance Measures Reporting.
- Change to “actual cost” that is billed to THS instead of hourly rate.
- Change to reflect that “cost” to THS may be reduced by grants instead of hourly rate.

7. CONTRACT ADMINISTRATION

- Change to HART will invoice “COT on behalf of” THS instead of invoicing THS directly.
- Change to the “COT on behalf of” THS will reimburse HART.
- Change to reflect that invoices are sent to “COT on behalf of” THS.
- Change to reflect that Special Service revenues are handled through “THS/COT” and

contracts with the service requestor.

- Change to reflect that HART shall deliver financial reports to the CITY and THS no less than “quarterly” instead of monthly.
- Change to reflect that Annual Reports will be delivered on or by “December 31st” of each year instead of December 1st.

AMENDED OPERATOR'S AGREEMENT
FOR THE TECO STREETCAR LINE

THIS AGREEMENT, dated as of October 1, 2023, (the "Effective Date"), is made and entered into between the HILLSBOROUGH TRANSIT AUTHORITY a/k/a the HILLSBOROUGH AREA REGIONAL TRANSIT AUTHORITY, a Regional Transit Authority and independent special taxing district organized under the laws of the State of Florida, hereafter referred to as "HART" or "Operator" and the TAMPA HISTORIC STREETCAR, INC., a Florida not-for-profit corporation, a/k/a THSI, hereafter referred to as "THS".

WHEREAS, HART, THS, and the City of Tampa (hereafter, the "CITY") are parties to a Streetcar Tri-Party Agreement dated December 17, 2001 (hereafter, the "Tri-Party Agreement") involving the creation of the Tampa-Ybor Historic Electric Streetcar System (hereafter, the "Streetcar System") and the Tri-Party Agreement contemplates that THS would engage a third party to operate the Streetcar System; and

WHEREAS, THS formally engaged HART as the operator of the Streetcar System pursuant to an Operator's Agreement, dated October 1, 2011, , effective as of October 1, 2011, with seven (7) one-year extensions through September 30, 2023 and has determined to enter into a new agreement for a five (5) year term and the parties desire to set forth the terms of the engagement in writing;

NOW THEREFORE, in consideration of mutual covenants and provisions herein contained, the parties agree as follows:

ARTICLE I – DEFINITIONS

Unless otherwise defined herein, capitalized terms used in this Agreement shall have the same meanings as defined in the Tri-Party Agreement. For the purposes of this Agreement, the following definitions shall also apply:

- a. "Annual Operations Budget" means the budget for operation of the Streetcar System required to be prepared by Operator and approved by THS and the CITY described in Article III, Section 2b. hereafter.
- b. "Annual THS Budget" means the budget for total of all THS operations including, but not limited to the total of the Annual Operations Budget, insurance expenses, administrative expenses, legal, accounting and other consulting services.
- c. "Base Service" means the basic service, as described in the Operations and Maintenance Plan (hereafter defined) for operation of the Streetcar in the normal course of business.
- d. "Extra Service" means any service not included in the Annual Operations Budget

which results in an increase in the number of streetcars in operation, hours of operation, or any other increase in streetcar service in excess of the Base Service, including but not limited to increased ridership resulting from special events such as conventions, sporting events, and community parades and events.

- e. "Operations and Maintenance Plan" means the plan prepared by Operator for operating the Streetcar System and maintaining the property used in connection with the Streetcar System as more fully described in Article III, Section 2a. and incorporated as Exhibit "A" to this Agreement
- f. "Special Service" means any extraordinary service not included in the Annual Operations Budget and not "Extra Service". There are two categories of Special Service as specified below

Special Service - Community Function means any service outside of Base Service not included in the Annual Operations Budget or as Extra Service, for a fee, such as a request for use of a streetcar for a THS, CITY, or HART sponsored community function in accordance with applicable regulations.

Special Service - Private Party means any service outside of Base Service not included in the Annual Operations Budget, or as Extra Service, requested by a private party for a fee, such as a request for use of a streetcar for a private party or particular group of individuals, in accordance with applicable regulations.

The performance of Special Service may be regulated by the Federal Transit Administration (hereafter, the "FTA"), which may limit the ability of HART to provide Special Service.

- g. "Streetcar System" means the streetcars, the track, overhead catenary wires, station stops, and all other personal and real property which constitutes the Streetcar System described in the Tri-Party Agreement and subject to this Operator's Agreement, together with any additions and extension thereto as may be agreed upon from time to time by the parties to the Tri-Party Agreement.
- h. "Streetcar Vehicles" means the electric replica streetcars provided for use by or through HART in the operation of the Streetcar System.

ARTICLE II - PROJECT DESCRIPTION

SECTION 1. OVERALL PROJECT DESCRIPTION

The first segment of the Streetcar System consists of a 2.4 mile track which extends from the 8th Ave./20th Street area in Ybor CITY to Dick Greco Plaza at the corner of Water Street and Franklin Street near the Tampa Convention Center. The second segment of the Streetcar

System consists of a one-third (1/3) mile extension from the Dick Greco Plaza north on Franklin Street to Whiting Street. The design element presently includes replica streetcars powered by overhead electric line(s), a two-way single track system with at least seven (7) passing track sections, at least eleven (11) station/stops, and a car barn, which is the maintenance and operations facility. It is the intent of the parties that the System be expanded as resources permit and subject to the approval of the parties to the Tri-Party Agreement.

SECTION 2. HART RETAINED AS OPERATOR.

THS hereby engages, hires and retains HART as the Operator of the Streetcar System and HART accepts such engagement and agrees to act in that capacity, in accordance with the terms and conditions of this Agreement. For purposes of this Agreement, HART is engaged as an independent contractor and is not an owner, stockholder, director, officer, employee, partner, or joint venturer of THS.

SECTION 3. EFFECTIVE DATE

The Effective Date of this Agreement shall be October 1, 2023. Whenever the term "Effective Date" shall be used herein, it shall mean that date.

SECTION 4. TERM

The term of this Agreement is for five (5) years (hereafter, the "Term"), beginning on the Effective Date hereof and terminating on September 30, 2023. At least two-hundred seventy (270) days before the end of the Term, the parties shall meet to negotiate renewal of this Agreement. If this Agreement is not formally renewed or terminated by either party on or before September 30, 2028, this Agreement will automatically renew for a period of one (1) year. If this Agreement is not formally renewed or terminated on or before each successive September 30th, it shall automatically renew for successive one year periods until terminated by either party as set forth in Article III, Section 4g(2) of this Agreement.

ARTICLE III - GENERAL RIGHTS AND DUTIES OF THE PARTIES

SECTION 1. RIGHTS AND DUTIES OF HART

The Operator represents itself to be expert in the transportation industry and in the operation, management and maintenance of mass transit systems and assumes complete responsibility for the proper operation, management, and maintenance of the Streetcar System, subject to the other terms and conditions of this Operator's Agreement. Operator shall have the following rights and obligations hereunder in addition to any rights and obligations contained in the Operations and Maintenance Plan:

- a. Service Delivery. The Operator will operate, manage and maintain the Streetcar System in accordance with the Operations and Maintenance Plan, in compliance with all performance and other standards contained in this Agreement and in an efficient, business-like, and economical manner, using its own Streetcar Vehicles and such

other streetcar vehicles as identified in the Operations and Maintenance Plan. The Operator will hire, or use from its pool of personnel, qualified and trained streetcar operators, supervisors, vehicle maintenance technicians, and contribute from its organization sufficient administrative and marketing staff effort to deliver the level of service described in the Operations and Maintenance Plan. The Operator shall otherwise use its best efforts to do all things necessary to operate the Streetcar System in accordance with the Operations and Maintenance Plan and the Annual Operations Budget. To the extent that this Agreement requires or permits Operator to contract or sub-contract for services to be provided pursuant to this Agreement, the costs of such contracts and sub-contracts shall be borne by Operator, unless otherwise specified herein. All expenses incurred by Operator and all sub-contracts and other agreements entered into by Operator with third parties shall be at the sole expense and liability of Operator and not THS. The obligation of THS for payment of the operation costs of the Streetcar System hereunder is limited to payment of duly rendered invoices for expenses authorized by the Annual Operations Budget in effect from time to time.

b. Equipment Condition, Maintenance, and System Operation.

- (1) The Operator will maintain all Streetcar Vehicles, other parts of the Streetcar System, all other vehicles and all other facilities used by the Streetcar System, and any other equipment necessary to provide service in good repair, and acceptable appearance in accordance with the highest industry standards and the Operations and Maintenance Plan.
- (2) The Operator shall perform routine inspection of track, switches, the diamond crossing with CSX Corporation (hereafter, "CSX"), power substations, overhead power distribution system, and shall perform a preventive maintenance program in accordance with the Operations and Maintenance Plan. Maintenance records shall be kept in an orderly fashion and produced for inspection by THS or the CITY upon request.
- (3) The Operator shall obtain an agreement for the purchase of electric traction power and for all other utilities necessary to provide utility services required by the Streetcar System. Any such agreements shall be obtained by following appropriate purchasing procedures established by local, state and federal requirements.
- (4) The Operator shall maintain an emergency response plan in cooperation with local law enforcement and emergency preparedness organizations and agencies, Tampa Police Department and the Tampa Fire Department, pursuant to state and federal transportation agency requirements.
- (5) Each Streetcar Vehicle shall be operated only by a fully qualified, trained and competent Streetcar Vehicle operator with a good driving and operation record who shall operate with all due care and diligence to prevent loss and damage to persons and property of any nature.

- (6) THS may issue or require the Operator to issue and/or accept special fare instruments that are only used on the Streetcar System.
 - (7) This Agreement shall not address major repairs, replacement, or improvement of the capital assets of the Streetcar System, and does not create any rights or obligations regarding major repairs, replacement, or improvement of the capital assets of the Streetcar System. Any reference to maintenance obligations in this Agreement and in the Operations and Maintenance Plan shall not include any major repairs, replacement or improvement of capital assets.
- c. Appearance. The Operator shall keep the Streetcar Vehicles, Streetcar Stops, and the remainder of the Streetcar System clean and otherwise in conditions suitable to the needs of the Streetcar customers. It is intended that Operator will have direct responsibility for those services identified in the Operations and Maintenance Plan and shall have overall responsibility to obtain the CITY's services to maintain CITY owned premises such as the Streetcar right-of-way corridors as a part of the CITY's responsibility.
 - d. Operational Reporting Documents. The Operator shall submit to THS and to the CITY, monthly ridership, accident and incident and maintenance and operations reports reflecting actual hours or miles operated and revenue collected. The Operator shall also submit to THS and the City financial data with respect to the cost of Base Service, Extra Service and Special Service. The Operator shall maintain annual costs per passenger, per vehicle mile, per vehicle hour, and other financial and performance data as required by the FTA for all operations of public transportation services where federal financial assistance is provided for either capital or operating purposes.
 - e. Performance Levels. The Operator shall make every effort to operate the Streetcar System at a high level of efficiency and reliability and at a minimum will comply with each criterion for measuring performance set forth in the Operations and Maintenance Plan. Overall performance by the Operator will be a consideration by THS in renewal of this Agreement.
 - f. Negotiation and Administration of Employment Contracts.
 - (1) The Operator shall be solely responsible for negotiating applicable labor contracts, if any, for employees assigned to operation of the Streetcar System. All such agreements shall be in accordance with all applicable laws, statutes, regulations and other applicable requirements currently in place.
 - (2) Operator shall be solely responsible to administer the terms and conditions of any and all collective bargaining agreements, in accordance with all applicable laws, regulations and any other applicable requirements.

- (3) If the Operator has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Operator immediately shall give notice to THS, including all relevant information.
- g. Risk of Loss. The Operator assumes the entire risk of physical property loss from any and every cause whatsoever of the Streetcar Vehicles and that part of the Streetcar System and all other applicable real and personal property, owned and controlled by the Operator. However, Operator's cost of funding a self-insurance pool to cover costs with such risk and the anticipated costs associated with any uninsured portion of such risk may be included in each Annual Operations Budget.
- h. Streetcar Vehicle Warranty Work. In the event repairs or replacement are required on Streetcar Vehicles, Operator shall maximize use of any and all warranties available for such repairs or replacement, in order to keep the repair costs of Streetcar Vehicles as low as possible.
- i. Damages. Neither THS nor the CITY shall be liable under any circumstances for loss of profits, loss of employees, or time, loss of business, or any other damages direct or indirect, special, incidental, consequential or otherwise which are sustained by the Operator whether or not caused by or resulting directly or indirectly from use of the Streetcar Vehicles, Streetcar System or other property. However, THS and the CITY will cooperate and assist the Operator in asserting any claims that may exist against any manufacturer or other similarly situated person or entity. Operator shall be entitled to recover from THS all reasonable out-of-pocket expenses incurred for a reasonable period of time due to shut down, partial shutdown or otherwise caused by hurricane, wind, flooding, storm or any other act of God or any source other than the Operator, but only if such out-of-pocket expenses are not covered by insurance (and in such event, THS shall reimburse Operator for any deductible under such insurance coverage). Operator shall make every effort to reduce such expenses to the lowest levels possible during such shutdown, partial shutdown or other event. The foregoing payment of out-of-pocket expenses is in lieu of and not in addition to monthly invoices to THS for services to be provided hereunder for the period of such shutdown, partial shutdown, or other event. Additionally, monthly invoices rendered during a period of shutdown, partial shutdown, or other event, shall not include payment for services not rendered because of such shutdown, or other event.
- j. Fare Box, Advertising and Other Revenue. The total amount of all fare box revenue generated by the Streetcar System from Base Service, Extra Service and Special Services actually collected by Operator shall be credited on a monthly basis to the sums due from THS to Operator under this Agreement. Notwithstanding the foregoing, THS shall be entitled to collect, control and retain all net revenues from any advertising on and within the Streetcars Vehicles and on and within the Streetcar station stops, and shall use its best efforts to maximize advertising and other revenue to offset the cost of operating the Streetcar System. THS shall retain all rights to interior and exterior advertising revenue and to license naming of the Streetcar station

stops and Streetcars and Operator shall have no such rights nor be entitled to any revenue therefrom. THS, however, shall compensate the Operator for the placement of station stop names and development of advertising and marketing material either as part of a budgeted expense in the Annual Operations Budget for operations or at Operator's standard rates charged to other third parties for such expenses. In the event revenue from advertising actually collected by HART exceeds the amounts due to Operator in any given month of operations, the excess shall be credited to the next month's invoice from Operator to THS. The foregoing allocation of revenue shall not apply to any revenue derived from any intermodal terminal owned by HART, except as may be dictated by any separate agreement between HART and THS.

k. Inspection of Books and Records. The Operator agrees to maintain all books, records, documents and other evidence pertaining to the Streetcar System in a form and manner acceptable to HART and the CITY. These items shall be available for inspection during business hours by any representative of THS and the CITY.

l. Contact Designation.

- (1) The Operator shall designate one party, by name and title, who shall be empowered with full authority on behalf of Operator to make operating and policy decisions for all operations, policies, provided services and functions that Operator is required to provide pursuant to this Agreement. This person shall serve as the liaison with THS on all matters related to the Streetcar System. This designated party has no authority to act on behalf of THS.
- (2) The Operator shall designate a specific person who shall report to THS on service conditions and performance no less than once per month and always within one (1) business day after the occurrence of an accident, injury or death to an employee, passenger or other third party and/or unscheduled disruption of ten (10) minutes or more to the scheduled service.

m. Use of Restored Streetcar.

- (1) HART owns a restored streetcar (Birney #163) that is of the vintage of the original streetcar system in Tampa (hereafter, the "Restored Streetcar"). THS and HART intends to use the Restored Streetcar from time to time for promotional purposes and special events. The cost of owning, operating, maintaining, insuring, and capital improvements to the Restored Streetcar shall be borne by the Railway Society funds until exhausted, in accordance with a separate agreement between the Railway Society and THS and HART. THS and the City of Tampa will cover the cost of owning, operating, maintaining, insuring and capital improvements needed after the Railway Society funds are exhausted.
- (2) At the request of THS, Operator shall provide qualified, trained and supervised personnel to operate the Restored Streetcar during its periods of use. The Railway Society shall contract directly with Operator for payment of the cost

and expenses of such personnel.

- (3) The Railway Society may elect to provide its own operators to operate the Restored Streetcar, which shall only be trained and licensed Streetcar operators, whether they are volunteers or paid employees. Operator shall have the right to condition any such operations by the Railway Society, including any conditions necessary to comply with applicable state or federal laws, rules or other applicable legal requirements.

SECTION 2. RIGHTS AND DUTIES OF THS

- a. Operation and Maintenance Plan. The Operations and Maintenance Plan is attached hereto as Exhibit A and incorporated herein by reference, and the cost of performing same shall be included in the overall Annual THS Budget. The Operator is required to comply with the Operations and Maintenance Plan.
- b. Annual Operations Budget
 - (1) The Operator shall develop, in consultation with THS and the CITY an Annual Operations Budget (which is part of the overall Annual THS Budget) under this Operator's Agreement. The Annual Operations Budget shall specify the days, hours and frequency of service, the number of vehicle hours of service as determined by the THS Board of Directors each year. The Operator will determine the number of required personnel to deliver such service levels in a safe and efficient manner and budget will include the Operator's annual cost to operate the streetcar system broken down by line item and the resulting rate to be charged THS per vehicle hour of service. Each Annual Operations Budget is subject to approval by THS and the CITY. There shall be no deviation from the Annual Operations Budget without the express written consent of THS and the CITY, which consent either may grant or withhold, in their sole discretion. Not later than ninety (90) days prior to the end of the fiscal year of THS, Operator shall prepare and deliver to THS and the CITY a proposed Annual Operations Budget for the next fiscal year. If THS and the CITY have neither approved the new Annual Operations Budget, nor ordered Operator to cease, curtail or modify service prior to the start of the next fiscal year, then in such event and until a new Annual Operations Budget is approved, the prior year's Annual Operation Budget shall remain in full force and effect for the next fiscal year with no more than a ten percent (10%) increase in any one line item and no more than a ten percent (10%) increase in the overall Annual Operations Budget.
 - (2) The CITY shall have the right to review and approve each Annual Operations Budget and any changes thereto, as a part of the overall Annual THS Budget. Each Annual Operations Budget shall be delivered to the CITY at its Notice Address set forth in Article III, Section 4f. hereof at the same time it is delivered to THS and Operator.

- (3) In accordance with Article III, Section 2(e) of the Tri-Party Agreement, the parties recognize and agree that the CITY and/or HART may require THS to adjust Base Service (including reduction and/or cessation of services in the event that actual revenues do not meet actual or projected expenses).

c. Payment.

- (1) THS shall pay to the Operator as the annual compensation for the services rendered by it under this Operator's Agreement an amount not to exceed the annual operating cost set forth in the approved Annual Operations Budget. Payments shall be made in monthly increments. Payments due hereunder shall be net of farebox revenue, grants obtained by HART for Streetcar System operations, and other revenue received by Operator from operation of the Streetcar System. Operator shall invoice THS for payment not later than the 20th of each month for expenses due for the prior month's operations. THS shall have thirty (30) days in which to review, approve, and make payment for each invoice. Each invoice shall be accompanied by a monthly and year to date reconciliation of all revenues and expenses for operating the Streetcar System. In the event that revenue collected by Operator from Streetcar System operations for any billing period exceeds expenses incurred by Operator in accordance with the Annual Operations Budget, the excess shall be applied to the next monthly invoice.
- (2) The cost for Extra Service is not included in the Annual Operations Budget. THS will be charged an additional cost by Operator for Extra Service at the rate or under the parameters approved in the THS Board's approval of such Extra Service. Said rates shall be based upon standard rates that will be set forth in the Annual Operations Budget rounded to the nearest hour.
- (3) The cost for Special Service is not included in the Annual Operations Budget. All requests for Special Service shall be in writing, delivered in advance to Operator. THS will be charged an additional cost by Operator for Special Service at the rate set forth in the Annual Operations Budget rounded to the nearest hour, with a minimum payment due of one (1) hour. Payment for Special Services shall be made at the time of written request for such services. The performance of Special Service is controlled and limited by applicable regulations of the Federal Transit Administration and the provisions for payment for Special Services contained herein is not deemed an authorization by any party to this Agreement that Special Services may be delivered or performed. Such authorizations shall be handled by THS and HART on a case by case basis in accordance with applicable regulations.
- (4) The cost for a Temporary Cease Service is not included in the Annual Operations Budget. The THS Board from time to time may approve requests to temporarily cease streetcar service to facilitate special community events and parades along the streetcar route. Operator shall coordinate said Temporary

Cease Service to ensure any interruption to streetcar service is limited and least disruptive to service as possible, and to ensure the safety of event participants on or near the streetcar route. Operator will charge THS an administrative fee, determined mutually by THS and Operator, to offset additional administrative and operational costs incurred by Operator to coordinate and facilitate a temporary cessation in streetcar service. THS may pass this cost onto the party actually requesting the Temporary Cease Service.

- d. Advance Payment. All advance payments made hereunder, if any are made, shall be credited against monthly invoices until the advance payments have been exhausted.
- e. Financial Tracking. Operator shall establish a system for tracking all revenues and expenses from Streetcar System operations. These revenue sources shall include: federal and state grants made to HART, including those from FDOT, FHWA and FTA, farebox, advertising and other revenue, and dollars from any other source designated to covering Streetcar System operating expenses. Such expenses shall include all expenses for operation of the Streetcar System, whether routine maintenance, capital expenditures, or otherwise. Financial reports shall be delivered to the CITY and THS no less frequently than monthly.
- f. Third Party Obligations. If Operator elects to sub-contract any services that it is required to provide under this Agreement, such as street and sidewalk maintenance, cleaning of areas around stations/stops, maintenance of the electrical power distribution system, security on Streetcar Vehicles and at stations/stops, etc. it shall provide to THS copies of any and all such sub-contracts promptly upon request by THS. Any such sub-contracting shall not relieve Operator of any obligations hereunder. All sub-contracts for services shall permit the assignment of such agreements to THS or its designee, however, THS shall not be obligated to accept an assignment thereof and this provision shall not inure to the benefit of any sub-contractor, but is merely for the convenience of THS if any circumstances warrant that it contract directly for services with such sub-contractors.
- g. Marketing, Advertising, Promotion and Sponsorship. THS will develop and implement a marketing program, advertising program and sponsorship development program, to promote public awareness and use of the Streetcar System, maximize ridership potential, coordinate marketing efforts with HART bus marketing efforts, develop marketing strategies aimed at both individual and group riders, coordinate special events services with various entertainment and convention and tourism facilities serviced by the Streetcar System, and to raise revenue for both operations and the Streetcar endowment.

The Operator will provide these programs to assist THS. The terms of such programs are more fully described in the Operations and Maintenance Plan.

- h. Special Service and Extra Service shall not be included in the Annual Operating Budget but shall be approved by THS as provided in more detail in the Operations

and Maintenance Plan. The parties agree that Special Service and Extra Service should be self supporting through fares and other user fees. The Operator shall track revenues and expenses from Special Service and Extra Service. THS shall be entitled to any surplus generated from Special Service and Extra Service and likewise, THS shall be responsible for any deficit resulting from Special Service and Extra Service.

- i. This Agreement shall not address major repairs, replacement, or improvement of the capital assets of the Streetcar System, and does not create any rights or obligations regarding major repairs, replacement, or improvement of the capital assets of the Streetcar System. Any reference to maintenance obligations in this Agreement and in the Operations and Maintenance Plan shall not include any major repairs, replacement or improvement of capital assets.

SECTION 3. INSURANCE AND LIABILITY PROVISIONS.

- a. General Provisions. The provisions hereof shall not be interpreted to be a waiver of sovereign immunity to which any party is entitled. Each of the parties preserves all sovereign immunity rights. THS understands that HART, as a sovereign entity, cannot contractually indemnify and save harmless THS or any other party without an express waiver of sovereign immunity by the Florida Legislature.
- b. Insurance Obligations. THS may choose to maintain insurance coverages of a type and in the amount determined by THS to be appropriate for its needs. Upon request, Operator may permit THS to participate in an Operator's self-insured retention risk pool to cover an appropriate portion of the cost of such a self-insurance pool, including uninsured losses or deductible under insurance policies and claims administration. The amount and due date of payments made thereto by THS to fund, and to the extent necessary, repay expenditures under said self-insured retention risk pool shall be determined on a mutually agreed to basis by Operator and THS through the adoption of the Annual Operations Budget. If Operator elects to offer THS participation in a self-insurance pool, the parties agree that a separate agreement shall be negotiated and executed by the parties to document such participation.
- c. Reporting of Claims. Without in any way limiting any reporting duty of Operator otherwise contained in this Agreement, Operator shall report any accident, damage to property, personal injury or death, or any other incident which may give rise to legal liability arising out of the performance of this Operator's Agreement to THS and the CITY by the end of the next work day following the time and date of the occurrence. Notice shall be delivered to the President of THS and to the City of Tampa Risk Management, in the manner and at the Notice Address as set forth in Article III, Section 4.f. hereof.
- d. Environmental Liability. THS shall not hold Operator liable for any pre-existing environmental hazards, which are subsequently discovered after commencement of Operations.

SECTION 4. MISCELLANEOUS PROVISIONS.

- a. Annual Audit. On an annual basis within ninety (90) days following the end of each fiscal year of THS (currently the fiscal year of THS ends on September 30th), THS shall conduct an annual audit of the books and records of the Streetcar System in the manner required by the Tri-Party Agreement. The audit report shall be furnished to THS and the CITY promptly upon delivery of the auditor's written report.
- b. Dispute Resolution. Should any dispute arise among the parties to this Agreement concerning any matter relating to it, the first attempt to resolve such dispute and/or conflict shall, without prejudice to the rights of the parties to pursue their remedies in the courts of law, be in accordance with the Florida Governmental Conflict Resolution Act; even if any party hereto is not deemed to be a "governmental entity" as defined by the Florida Governmental Conflict Resolution Act (Florida Statutes, Section 164.101 et seq.). This provision shall not apply to any disputes arising between parties to this agreement and any third party.
- c. Federal Requirements. The Operator shall comply with all federal and state laws, as well as the rules and regulations of the U.S. Department of Transportation and the Federal Transit Administration and all other federal requirements, including, but not limited to: any or all requirements listed in any current FTA Annual List of Certifications and Assurances, in accordance with 49 U.S.C. 5325(n). The Fiscal Year 2006 Annual List is printed in the Federal Register on November 2, 2010, as may be amended from time to time, and includes the following laws, as they may be amended, updated, or renamed, from time to time:
 - (1) Civil Rights. The Operator shall issue a Statement of Assurance that the Operator is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1992. Other applicable federal, state, and local laws, executive orders, ordinances and regulations prohibiting discrimination as hereinabove referenced, are included by this reference thereto. The Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of availability. All work performed by the Operator, or its designees or contractors shall be in compliance with all required federal, state, and local laws, and respective rules and regulations and agreements.
 - (2) ADA Compliance. The Operator shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.; section 504 of the Rehabilitation Act of 1993, as amended, 29 U.S.C. app. §794; section 16 of the Federal Transit Act, as amended. 49 U.S.C. app. 31612; including, but not limited to:
 - (i) U.S. Department of Transportation (DOT) Regulations. "Transportation Services for Individuals with Disabilities (ADA)." 49 C.F.R., Part 37.

- (ii) U.S. DOT Regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance." 49 C.F.R. Part 27.
 - (iii) U.S. DOT Regulations "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 49 C.F.R., Part 38.
 - (iv) U.S. Department of Justice (DOJ) Regulations. "Nondiscrimination on the Basis of Disability in State and Local Government Services." 28 C.F.R., Part 35.
 - (v) U.S. DOJ regulations. "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R., Part 36.
 - (vii) General Services Administration (GSA) regulations. "Accommodations for the Physically Handicapped." 41 C.F.R., Subpart 101-19.
 - (viii) Equal Employment Opportunity Commission (EEOC) regulations. "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act." 29 C.F.R., Part 1630.
 - (ix) Federal Communications Commission (FCC) Regulations. "Telecommunications Relay Services and Related Customer Premises for the Hearing and Speech Disabled." 49 C.F.R., Part 609.
- e. Governing Law: Venue. This Agreement is governed by and shall be construed in accord with the laws of the State of Florida. Venue for any lawsuit in connection herewith shall be in Hillsborough County, Florida.
- f. Notice. All notices or communications required or otherwise provided for under this Agreement shall be in writing and shall be sufficiently given if by one of the following methods: (1) addressed and mailed by first class certified mail, return receipt requested, (2) hand delivery, (3) overnight courier, or to each party who has properly authorized their use: (4) e-mail, or (5) facsimile transmission, to the parties at the following addresses:

To THS: President of the Board of Directors
 Tampa Historic Streetcar, Inc.

 1201 East 7th Avenue
 Tampa, Florida 33605
 With copy to: David Smolker, Esq., THS General Counsel
 Smolker Mathews LLP
 100 South Ashley Drive
 Suite 1490
 Tampa, Florida 33602

To Operator: Chief Executive Officer
Hillsborough Transit Authority
1201 East 7th Avenue
Tampa, Florida 33605

With copy to: David Smith, Esq. and Julia Mandell, Esq.,
HART General Counsel
GrayRobinson, PA
401 E. Jackson Street, Suite 2700
Tampa, Florida 33602

Director of Streetcar Operations
Hillsborough Transit Authority
1201 East 7th Avenue
Tampa, Florida 33605

HART Legal Department
Hillsborough Transit Authority
1201 East 7th Avenue
Tampa, Florida 33605

To CITY: CITY of Tampa
Director of Revenue and Finance
306 E. Jackson Street
Tampa, Florida 33602

and to: City of Tampa Council
315 E. Kennedy Boulevard
Tampa, Florida 33602

With a copy to: Office of City Attorney
315 E. Kennedy Boulevard
Tampa, Florida 33602

Notices required pursuant to Article III, Section 3 shall be furnished to all of the foregoing parties and to the following additional parties:

CITY of Tampa Risk Management Department
102 E. 7th Avenue
Tampa, Florida 333602

Hillsborough Transit Authority Risk Management

1201 East 7th Avenue
Tampa, Florida, 33605

If any party desires to be given notice by e-mail or facsimile, it shall provide its e-mail address or facsimile telephone number to the other parties by written correspondence delivered by certified mail. Any of the parties may change the notice address from time to time by giving notice of the change as provided in this section. Failure to claim any notice sent hereunder shall be deemed to be delivery effective as of the date deposited with the delivery service or if sent by facsimile or e-mail, on the date of confirmation of the sent item.

g. Termination of Agreement.

- (1) This Agreement shall terminate in any of the following events:
 - (i) When it expires by virtue of its express terms;
 - (ii) At the option of the non-defaulting party hereto in the event of any material breach by the other party or repeated failure by the other party to correct any notices of deficiencies in the operation of the Streetcar System;
 - (iii) At the option of Operator, in the event that THS files for bankruptcy or makes an assignment for benefit of creditors.
 - (iv) If, in any given year, THS, the CITY and Operator are unable to reach agreement on the next Annual Operations Budget or the Operations and Maintenance Plan, provided that the Agreement shall not terminate so long as the provisions of Article III Section 2.b.(1) become operative and no party elects to cancel this Agreement.
 - (v) Any fraud or other malfeasance in the handling of funds of THS.
- (2) Prior to issuing a notice of termination for material breach of this Agreement under sub-paragraph g.(1)(ii), above, the non-defaulting party shall deliver written notice of default and the party against whom default has been alleged shall have thirty (30) days (the "Curative Period") from delivery of such written notice to cure the default. If the breach shall not be capable of being cured within the Curative Period, but the defaulting party is making a good faith effort to effectuate a cure, the Curative Period may be extended for a reasonable amount of time while the defaulting party is engaged in such good faith efforts. If the default has not been cured within the Curative Period (as may be extended pursuant to the foregoing sentence), the non-defaulting party may then terminate this Agreement by issuance of a second written notice of termination.
- (3) Upon any termination of this Agreement for any reason, the parties agree to an orderly transition of control of operation of the Streetcar System. The parties

shall have one hundred eighty (180) days (the "Transition Period") during which to transfer control of operation of the Streetcar System to a new operator. During the Transition Period, all of the terms and conditions of this Agreement shall continue to be in full force and effect, and the parties shall work with each other for the smooth transfer of control to a new Operator. Not later than thirty (30) days after the end of the Transition Period Operator shall render a final accounting of revenues and expenses for the operation of the Streetcar System while it was the Operator and shall furnish to THS a final invoice for any sums due, or shall pay to THS any sums due to THS.

- (4) In the event of termination pursuant to paragraph g.(1)(ii) above, THS agrees to assume, and perform any and all un-expired subcontracts between Operator and its subcontractors which are in full force and effect on the date of the notice of termination, provided however, that all such subcontracts have been incorporated into the Annual Operations Budget and Operator has provided copies of same to THS pursuant to its request. During the Transition Period, Operator shall not enter into any new or renewal subcontracts for labor, materials, services, or otherwise without the prior express written consent of THS, which it may grant or withhold in its sole discretion.
- h. Attorneys Fees. In the event of any effort by either party hereto to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and the costs and expenses of litigation.
- i. No Agency or Employee Status. Operator shall perform this agreement only as an independent contractor, and nothing herein shall in any way be construed to constitute THS, its directors, officers, agents and employees to be agents, representatives, or employees of Operator.
- j. Modification. Only a written instrument duly executed by both parties hereto may amend this Agreement.
- k. Waiver. The failure of any of the parties to enforce any provision of this Agreement shall not be a waiver of any such provision or of any party's right to enforce each such provision.
- l. Integration. This Agreement together with Exhibit A hereto and incorporated herein, the Operations and Maintenance Plan, comprises the full and entire agreement between the parties concerning the subject matter hereof and that negotiations, acts or promises made prior to its execution are merged, integrated into and superseded by this instrument. Notwithstanding the foregoing however, in certain circumstances, reference is made to the Tri-Party Agreement to interpret this Agreement, in which event the terms and conditions of the Tri-Party Agreement shall prevail.
- m. Tri-Party Agreement Controls. It is the purpose of this Agreement to comply with the provisions of the Tri-Party Agreement in connection with the operation, management and maintenance of the Streetcar System. To the extent that the terms and conditions

of this Agreement are in conflict with the terms and conditions of the Tri-Party Agreement, the terms and conditions of the Tri-Party Agreement shall control, and shall also be used to interpret and explain the terms and conditions of this Agreement.

- n. Severability. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any other section or part of this Agreement.
- o. Filing. This Agreement shall be filed by HART with the Clerk of the Circuit Court of Hillsborough County.
- p. Delegation of Duty. Nothing contained herein shall be deemed to authorize the delegation of constitutional or statutory duties of HART.
- q. Assignment. This Agreement is personal to the parties hereto. Neither party may assign its rights or obligations without the prior written consent of the other party hereto and of the CITY. THS shall not permit the Streetcar System to be operated by anyone other than Operator, without the prior written consent of the CITY.
- r. Counterparts. This Agreement may be executed in Counterparts. Any party may join into this Agreement by executing anyone Counterpart. All counterparts, when taken together, shall constitute one agreement.
- s. Force Majeure. Each party shall be excused from performing any of such party's obligations under this Agreement (whether monetary or otherwise) where performance has been prevented or by an occurrence not within such party's control from the following causes: hurricane, flood, fire, tornado or other inclement weather, accidents, riots, war, terrorist activities, explosion or any regulations, rules, ordinances, or orders of any federal, state or local governmental authority. Notwithstanding the foregoing, a party claiming that it is excused from performance as a result of "accidents" or "regulations, rules, ordinances, or orders of any federal, state or local governmental authority" shall not be entitled to use such excuse if it was at fault in the accident, or failed to anticipate, plan for, or comply with such regulations, rules, ordinances or orders.
- t. General Interpretation. Where used in this Agreement, the following expressions shall have the following meanings respectively unless the context or specific language otherwise requires:
 - (1) the singular includes the plural and vice versa;
 - (2) a reference to a gender includes all genders;
 - (3) a reference to a natural person includes the heirs, executors, administrators and permitted assigns of that person and a reference to a corporate body includes the successors and permitted assigns of that corporate body;
 - (4) a reference to a person or corporate body shall be taken to include that

person or body acting in a trustee or other representative capacity;

- (5) where a word or expression is defined, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
 - (6) headings are for ease of reference and do not affect the construction of this document; and
 - (7) a reference to a statute shall include all amendments for the time being in force and any other statute enacted in substitution therefore and all regulations, ordinances and other laws for the time being in force under that statute and any notice, demand, order, direction, requirement or obligation pursuant to or under that statute or those regulations, ordinances and other laws.
- u. Computation of Time. References to days shall mean calendar days. In the event a deadline falls on a Saturday, Sunday or a holiday as defined in Section 110.117, Florida Statutes, the deadline shall fall on the next calendar day that is not a Saturday, Sunday or a holiday as defined in Section 110.117, Florida Statutes.

SECTION 5: CONDITIONS PRECEDENT.

- a. This Agreement shall not be effective until all of the following conditions have been fulfilled.
 - (1) This Agreement has been approved by the Board of Directors of THS.
 - (2) This Agreement has been approved by the Board of Directors of HART.
- b. Each party hereto agrees to promptly apply for and obtain the foregoing approvals.

SECTION 6. THIRD PARTY BENEFICIARY.

As to those covenants, terms and conditions contained herein where the CITY is specifically granted a right of approval or some other right, this Agreement is a third party beneficiary contract running in favor of the CITY and as to those covenants, tenets and conditions, the CITY has the right to enforce them as if it were a party to this Agreement.

IN WITNESS WHEREOF this agreement has been executed and delivered as of the Effective Date by the undersigned parties.

TAMPA HISTORIC STREETCAR, INC.

HILLSBOROUGH TRANSIT AUTHORITY

By: _____
Michael English, President

By: _____
,

Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

THS Attorney

HART Attorney for HART

Date: _____

Date: _____

AMENDED OPERATOR'S AGREEMENT
FOR THE TECO STREETCAR LINE

THIS AGREEMENT, dated as of October 1, 2023, (the "Effective Date"), is made and entered into between the HILLSBOROUGH TRANSIT AUTHORITY a/k/a the HILLSBOROUGH AREA REGIONAL TRANSIT AUTHORITY, a Regional Transit Authority and independent special taxing district organized under the laws of the State of Florida, hereafter referred to as "HART" or "Operator" and the TAMPA HISTORIC STREETCAR, INC., a Florida not-for-profit corporation, a/k/a THSI, hereafter referred to as "THS".

WHEREAS, HART, THS, and the City of Tampa (hereafter, the "CITY") are parties to a Streetcar Tri-Party Agreement dated December 17, 2001 (hereafter, the "Tri-Party Agreement") involving the creation of the Tampa-Ybor Historic Electric Streetcar System (hereafter, the "Streetcar System") and the Tri-Party Agreement contemplates that THS would engage a third party to operate the Streetcar System; and

WHEREAS, THS formally engaged HART as the operator of the Streetcar System pursuant to an Operator's Agreement, dated October 1, 2011, , effective as of October 1, 2011, with seven (7) one-year extensions through September 30, 2023 and has determined to enter into a new agreement for a five (5) year term and the parties desire to set forth the terms of the engagement in writing;

NOW THEREFORE, in consideration of mutual covenants and provisions herein contained, the parties agree as follows:

ARTICLE I – DEFINITIONS

Unless otherwise defined herein, capitalized terms used in this Agreement shall have the same meanings as defined in the Tri-Party Agreement. For the purposes of this Agreement, the following definitions shall also apply:

- a. "Annual Operations Budget" means the budget for operation of the Streetcar System required to be prepared by Operator and approved by THS and the CITY described in Article III, Section 2b. hereafter.
- b. "Annual THS Budget" means the budget for total of all THS operations including, but not limited to the total of the Annual Operations Budget, insurance expenses, administrative expenses, legal, accounting and other consulting services.
- c. "Base Service" means the basic service, as described in the Operations and Maintenance Plan (hereafter defined) for operation of the Streetcar in the normal course of business.
- d. "Extra Service" means any service not included in the Annual Operations Budget

which results in an increase in the number of streetcars in operation, hours of operation, or any other increase in streetcar service in excess of the Base Service, including but not limited to increased ridership resulting from special events such as conventions, sporting events, and community parades and events.

- e. "Operations and Maintenance Plan" means the plan prepared by Operator for operating the Streetcar System and maintaining the property used in connection with the Streetcar System as more fully described in Article III, Section 2a. and incorporated as Exhibit "A" to this Agreement
- f. "Special Service" means any extraordinary service not included in the Annual Operations Budget and not "Extra Service". There are two categories of Special Service as specified below

Special Service - Community Function means any service outside of Base Service not included in the Annual Operations Budget or as Extra Service, for a fee, such as a request for use of a streetcar for a THS, CITY, or HART sponsored community function in accordance with applicable regulations.

Special Service - Private Party means any service outside of Base Service not included in the Annual Operations Budget, or as Extra Service, requested by a private party for a fee, such as a request for use of a streetcar for a private party or particular group of individuals, in accordance with applicable regulations.

The performance of Special Service may be regulated by the Federal Transit Administration (hereafter, the "FTA"), which may limit the ability of HART to provide Special Service.

- g. "Streetcar System" means the streetcars, the track, overhead catenary wires, station stops, and all other personal and real property which constitutes the Streetcar System described in the Tri-Party Agreement and subject to this Operator's Agreement, together with any additions and extension thereto as may be agreed upon from time to time by the parties to the Tri-Party Agreement.
- h. "Streetcar Vehicles" means the electric replica streetcars provided for use by or through HART in the operation of the Streetcar System.

ARTICLE II - PROJECT DESCRIPTION

SECTION 1. OVERALL PROJECT DESCRIPTION

The first segment of the Streetcar System consists of a 2.4 mile track which extends from the 8th Ave./20th Street area in Ybor CITY to Dick Greco Plaza at the corner of Water Street and Franklin Street near the Tampa Convention Center. The second segment of the Streetcar

System consists of a one-third (1/3) mile extension from the Dick Greco Plaza north on Franklin Street to Whiting Street. The design element presently includes replica streetcars powered by overhead electric line(s), a two-way single track system with at least seven (7) passing track sections, at least eleven (11) station/stops, and a car barn, which is the maintenance and operations facility. It is the intent of the parties that the System be expanded as resources permit and subject to the approval of the parties to the Tri-Party Agreement.

SECTION 2. HART RETAINED AS OPERATOR.

THS hereby engages, hires and retains HART as the Operator of the Streetcar System and HART accepts such engagement and agrees to act in that capacity, in accordance with the terms and conditions of this Agreement. For purposes of this Agreement, HART is engaged as an independent contractor and is not an owner, stockholder, director, officer, employee, partner, or joint venturer of THS.

SECTION 3. EFFECTIVE DATE

The Effective Date of this Agreement shall be October 1, 2023. Whenever the term "Effective Date" shall be used herein, it shall mean that date.

SECTION 4. TERM

The term of this Agreement is for five (5) years (hereafter, the "Term"), beginning on the Effective Date hereof and terminating on September 30, 2023. At least two-hundred seventy (270) days before the end of the Term, the parties shall meet to negotiate renewal of this Agreement. If this Agreement is not formally renewed or terminated by either party on or before September 30, 2028, this Agreement will automatically renew for a period of one (1) year. If this Agreement is not formally renewed or terminated on or before each successive September 30th, it shall automatically renew for successive one year periods until terminated by either party as set forth in Article III, Section 4g(2) of this Agreement.

ARTICLE III - GENERAL RIGHTS AND DUTIES OF THE PARTIES

SECTION 1. RIGHTS AND DUTIES OF HART

The Operator represents itself to be expert in the transportation industry and in the operation, management and maintenance of mass transit systems and assumes complete responsibility for the proper operation, management, and maintenance of the Streetcar System, subject to the other terms and conditions of this Operator's Agreement. Operator shall have the following rights and obligations hereunder in addition to any rights and obligations contained in the Operations and Maintenance Plan:

- a. Service Delivery. The Operator will operate, manage and maintain the Streetcar System in accordance with the Operations and Maintenance Plan, in compliance with all performance and other standards contained in this Agreement and in an efficient, business-like, and economical manner, using its own Streetcar Vehicles and such

other streetcar vehicles as identified in the Operations and Maintenance Plan. The Operator will hire, or use from its pool of personnel, qualified and trained streetcar operators, supervisors, vehicle maintenance technicians, and contribute from its organization sufficient administrative and marketing staff effort to deliver the level of service described in the Operations and Maintenance Plan. The Operator shall otherwise use its best efforts to do all things necessary to operate the Streetcar System in accordance with the Operations and Maintenance Plan and the Annual Operations Budget. To the extent that this Agreement requires or permits Operator to contract or sub-contract for services to be provided pursuant to this Agreement, the costs of such contracts and sub-contracts shall be borne by Operator, unless otherwise specified herein. All expenses incurred by Operator and all sub-contracts and other agreements entered into by Operator with third parties shall be at the sole expense and liability of Operator and not THS. The obligation of THS for payment of the operation costs of the Streetcar System hereunder is limited to payment of duly rendered invoices for expenses authorized by the Annual Operations Budget in effect from time to time.

b. Equipment Condition, Maintenance, and System Operation.

- (1) The Operator will maintain all Streetcar Vehicles, other parts of the Streetcar System, all other vehicles and all other facilities used by the Streetcar System, and any other equipment necessary to provide service in good repair, and acceptable appearance in accordance with the highest industry standards and the Operations and Maintenance Plan.
- (2) The Operator shall perform routine inspection of track, switches, the diamond crossing with CSX Corporation (hereafter, "CSX"), power substations, overhead power distribution system, and shall perform a preventive maintenance program in accordance with the Operations and Maintenance Plan. Maintenance records shall be kept in an orderly fashion and produced for inspection by THS or the CITY upon request.
- (3) The Operator shall obtain an agreement for the purchase of electric traction power and for all other utilities necessary to provide utility services required by the Streetcar System. Any such agreements shall be obtained by following appropriate purchasing procedures established by local, state and federal requirements.
- (4) The Operator shall maintain an emergency response plan in cooperation with local law enforcement and emergency preparedness organizations and agencies, Tampa Police Department and the Tampa Fire Department, pursuant to state and federal transportation agency requirements.
- (5) Each Streetcar Vehicle shall be operated only by a fully qualified, trained and competent Streetcar Vehicle operator with a good driving and operation record who shall operate with all due care and diligence to prevent loss and damage to persons and property of any nature.

- (6) THS may issue or require the Operator to issue and/or accept special fare instruments that are only used on the Streetcar System.
 - (7) This Agreement shall not address major repairs, replacement, or improvement of the capital assets of the Streetcar System, and does not create any rights or obligations regarding major repairs, replacement, or improvement of the capital assets of the Streetcar System. Any reference to maintenance obligations in this Agreement and in the Operations and Maintenance Plan shall not include any major repairs, replacement or improvement of capital assets.
- c. Appearance. The Operator shall keep the Streetcar Vehicles, Streetcar Stops, and the remainder of the Streetcar System clean and otherwise in conditions suitable to the needs of the Streetcar customers. It is intended that Operator will have direct responsibility for those services identified in the Operations and Maintenance Plan and shall have overall responsibility to obtain the CITY's services to maintain CITY owned premises such as the Streetcar right-of-way corridors as a part of the CITY's responsibility.
 - d. Operational Reporting Documents. The Operator shall submit to THS and to the CITY, monthly ridership, accident and incident and maintenance and operations reports reflecting actual hours or miles operated and revenue collected. The Operator shall also submit to THS and the City financial data with respect to the cost of Base Service, Extra Service and Special Service. The Operator shall maintain annual costs per passenger, per vehicle mile, per vehicle hour, and other financial and performance data as required by the FTA for all operations of public transportation services where federal financial assistance is provided for either capital or operating purposes.
 - e. Performance Levels. The Operator shall make every effort to operate the Streetcar System at a high level of efficiency and reliability and at a minimum will comply with each criterion for measuring performance set forth in the Operations and Maintenance Plan. Overall performance by the Operator will be a consideration by THS in renewal of this Agreement.
 - f. Negotiation and Administration of Employment Contracts.
 - (1) The Operator shall be solely responsible for negotiating applicable labor contracts, if any, for employees assigned to operation of the Streetcar System. All such agreements shall be in accordance with all applicable laws, statutes, regulations and other applicable requirements currently in place.
 - (2) Operator shall be solely responsible to administer the terms and conditions of any and all collective bargaining agreements, in accordance with all applicable laws, regulations and any other applicable requirements.

- (3) If the Operator has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Operator immediately shall give notice to THS, including all relevant information.
- g. Risk of Loss. The Operator assumes the entire risk of physical property loss from any and every cause whatsoever of the Streetcar Vehicles and that part of the Streetcar System and all other applicable real and personal property, owned and controlled by the Operator. However, Operator's cost of funding a self-insurance pool to cover costs with such risk and the anticipated costs associated with any uninsured portion of such risk may be included in each Annual Operations Budget.
- h. Streetcar Vehicle Warranty Work. In the event repairs or replacement are required on Streetcar Vehicles, Operator shall maximize use of any and all warranties available for such repairs or replacement, in order to keep the repair costs of Streetcar Vehicles as low as possible.
- i. Damages. Neither THS nor the CITY shall be liable under any circumstances for loss of profits, loss of employees, or time, loss of business, or any other damages direct or indirect, special, incidental, consequential or otherwise which are sustained by the Operator whether or not caused by or resulting directly or indirectly from use of the Streetcar Vehicles, Streetcar System or other property. However, THS and the CITY will cooperate and assist the Operator in asserting any claims that may exist against any manufacturer or other similarly situated person or entity. Operator shall be entitled to recover from THS all reasonable out-of-pocket expenses incurred for a reasonable period of time due to shut down, partial shutdown or otherwise caused by hurricane, wind, flooding, storm or any other act of God or any source other than the Operator, but only if such out-of-pocket expenses are not covered by insurance (and in such event, THS shall reimburse Operator for any deductible under such insurance coverage). Operator shall make every effort to reduce such expenses to the lowest levels possible during such shutdown, partial shutdown or other event. The foregoing payment of out-of-pocket expenses is in lieu of and not in addition to monthly invoices to THS for services to be provided hereunder for the period of such shutdown, partial shutdown, or other event. Additionally, monthly invoices rendered during a period of shutdown, partial shutdown, or other event, shall not include payment for services not rendered because of such shutdown, or other event.
- j. Fare Box, Advertising and Other Revenue. The total amount of all fare box revenue generated by the Streetcar System from Base Service, Extra Service and Special Services actually collected by Operator shall be credited on a monthly basis to the sums due from THS to Operator under this Agreement. Notwithstanding the foregoing, THS shall be entitled to collect, control and retain all net revenues from any advertising on and within the Streetcars Vehicles and on and within the Streetcar station stops, and shall use its best efforts to maximize advertising and other revenue to offset the cost of operating the Streetcar System. THS shall retain all rights to interior and exterior advertising revenue and to license naming of the Streetcar station

stops and Streetcars and Operator shall have no such rights nor be entitled to any revenue therefrom. THS, however, shall compensate the Operator for the placement of station stop names and development of advertising and marketing material either as part of a budgeted expense in the Annual Operations Budget for operations or at Operator's standard rates charged to other third parties for such expenses. In the event revenue from advertising actually collected by HART exceeds the amounts due to Operator in any given month of operations, the excess shall be credited to the next month's invoice from Operator to THS. The foregoing allocation of revenue shall not apply to any revenue derived from any intermodal terminal owned by HART, except as may be dictated by any separate agreement between HART and THS.

k. Inspection of Books and Records. The Operator agrees to maintain all books, records, documents and other evidence pertaining to the Streetcar System in a form and manner acceptable to HART and the CITY. These items shall be available for inspection during business hours by any representative of THS and the CITY.

l. Contact Designation.

- (1) The Operator shall designate one party, by name and title, who shall be empowered with full authority on behalf of Operator to make operating and policy decisions for all operations, policies, provided services and functions that Operator is required to provide pursuant to this Agreement. This person shall serve as the liaison with THS on all matters related to the Streetcar System. This designated party has no authority to act on behalf of THS.
- (2) The Operator shall designate a specific person who shall report to THS on service conditions and performance no less than once per month and always within one (1) business day after the occurrence of an accident, injury or death to an employee, passenger or other third party and/or unscheduled disruption of ten (10) minutes or more to the scheduled service.

m. Use of Restored Streetcar.

- (1) HART owns a restored streetcar (Birney #163) that is of the vintage of the original streetcar system in Tampa (hereafter, the "Restored Streetcar"). THS and HART intends to use the Restored Streetcar from time to time for promotional purposes and special events. The cost of owning, operating, maintaining, insuring, and capital improvements to the Restored Streetcar shall be borne by the Railway Society funds until exhausted, in accordance with a separate agreement between the Railway Society and THS and HART. THS and the City of Tampa will cover the cost of owning, operating, maintaining, insuring and capital improvements needed after the Railway Society funds are exhausted.
- (2) At the request of THS, Operator shall provide qualified, trained and supervised personnel to operate the Restored Streetcar during its periods of use. The Railway Society shall contract directly with Operator for payment of the cost

and expenses of such personnel.

- (3) The Railway Society may elect to provide its own operators to operate the Restored Streetcar, which shall only be trained and licensed Streetcar operators, whether they are volunteers or paid employees. Operator shall have the right to condition any such operations by the Railway Society, including any conditions necessary to comply with applicable state or federal laws, rules or other applicable legal requirements.

SECTION 2. RIGHTS AND DUTIES OF THS

- a. Operation and Maintenance Plan. The Operations and Maintenance Plan is attached hereto as Exhibit A and incorporated herein by reference, and the cost of performing same shall be included in the overall Annual THS Budget. The Operator is required to comply with the Operations and Maintenance Plan.
- b. Annual Operations Budget
 - (1) The Operator shall develop, in consultation with THS and the CITY an Annual Operations Budget (which is part of the overall Annual THS Budget) under this Operator's Agreement. The Annual Operations Budget shall specify the days, hours and frequency of service, the number of vehicle hours of service as determined by the THS Board of Directors each year. The Operator will determine the number of required personnel to deliver such service levels in a safe and efficient manner and budget will include the Operator's annual cost to operate the streetcar system broken down by line item and the resulting rate to be charged THS per vehicle hour of service. Each Annual Operations Budget is subject to approval by THS and the CITY. There shall be no deviation from the Annual Operations Budget without the express written consent of THS and the CITY, which consent either may grant or withhold, in their sole discretion. Not later than ninety (90) days prior to the end of the fiscal year of THS, Operator shall prepare and deliver to THS and the CITY a proposed Annual Operations Budget for the next fiscal year. If THS and the CITY have neither approved the new Annual Operations Budget, nor ordered Operator to cease, curtail or modify service prior to the start of the next fiscal year, then in such event and until a new Annual Operations Budget is approved, the prior year's Annual Operation Budget shall remain in full force and effect for the next fiscal year with no more than a ten percent (10%) increase in any one line item and no more than a ten percent (10%) increase in the overall Annual Operations Budget.
 - (2) The CITY shall have the right to review and approve each Annual Operations Budget and any changes thereto, as a part of the overall Annual THS Budget. Each Annual Operations Budget shall be delivered to the CITY at its Notice Address set forth in Article III, Section 4f. hereof at the same time it is delivered to THS and Operator.

- (3) In accordance with Article III, Section 2(e) of the Tri-Party Agreement, the parties recognize and agree that the CITY and/or HART may require THS to adjust Base Service (including reduction and/or cessation of services in the event that actual revenues do not meet actual or projected expenses).

c. Payment.

- (1) THS shall pay to the Operator as the annual compensation for the services rendered by it under this Operator's Agreement an amount not to exceed the annual operating cost set forth in the approved Annual Operations Budget. Payments shall be made in monthly increments. Payments due hereunder shall be net of farebox revenue, grants obtained by HART for Streetcar System operations, and other revenue received by Operator from operation of the Streetcar System. Operator shall invoice THS for payment not later than the 20th of each month for expenses due for the prior month's operations. THS shall have thirty (30) days in which to review, approve, and make payment for each invoice. Each invoice shall be accompanied by a monthly and year to date reconciliation of all revenues and expenses for operating the Streetcar System. In the event that revenue collected by Operator from Streetcar System operations for any billing period exceeds expenses incurred by Operator in accordance with the Annual Operations Budget, the excess shall be applied to the next monthly invoice.
- (2) The cost for Extra Service is not included in the Annual Operations Budget. THS will be charged an additional cost by Operator for Extra Service at the rate or under the parameters approved in the THS Board's approval of such Extra Service. Said rates shall be based upon standard rates that will be set forth in the Annual Operations Budget rounded to the nearest hour.
- (3) The cost for Special Service is not included in the Annual Operations Budget. All requests for Special Service shall be in writing, delivered in advance to Operator. THS will be charged an additional cost by Operator for Special Service at the rate set forth in the Annual Operations Budget rounded to the nearest hour, with a minimum payment due of one (1) hour. Payment for Special Services shall be made at the time of written request for such services. The performance of Special Service is controlled and limited by applicable regulations of the Federal Transit Administration and the provisions for payment for Special Services contained herein is not deemed an authorization by any party to this Agreement that Special Services may be delivered or performed. Such authorizations shall be handled by THS and HART on a case by case basis in accordance with applicable regulations.
- (4) The cost for a Temporary Cease Service is not included in the Annual Operations Budget. The THS Board from time to time may approve requests to temporarily cease streetcar service to facilitate special community events and parades along the streetcar route. Operator shall coordinate said Temporary

Cease Service to ensure any interruption to streetcar service is limited and least disruptive to service as possible, and to ensure the safety of event participants on or near the streetcar route. Operator will charge THS an administrative fee, determined mutually by THS and Operator, to offset additional administrative and operational costs incurred by Operator to coordinate and facilitate a temporary cessation in streetcar service. THS may pass this cost onto the party actually requesting the Temporary Cease Service.

- d. Advance Payment. All advance payments made hereunder, if any are made, shall be credited against monthly invoices until the advance payments have been exhausted.
- e. Financial Tracking. Operator shall establish a system for tracking all revenues and expenses from Streetcar System operations. These revenue sources shall include: federal and state grants made to HART, including those from FDOT, FHWA and FTA, farebox, advertising and other revenue, and dollars from any other source designated to covering Streetcar System operating expenses. Such expenses shall include all expenses for operation of the Streetcar System, whether routine maintenance, capital expenditures, or otherwise. Financial reports shall be delivered to the CITY and THS no less frequently than monthly.
- f. Third Party Obligations. If Operator elects to sub-contract any services that it is required to provide under this Agreement, such as street and sidewalk maintenance, cleaning of areas around stations/stops, maintenance of the electrical power distribution system, security on Streetcar Vehicles and at stations/stops, etc. it shall provide to THS copies of any and all such sub-contracts promptly upon request by THS. Any such sub-contracting shall not relieve Operator of any obligations hereunder. All sub-contracts for services shall permit the assignment of such agreements to THS or its designee, however, THS shall not be obligated to accept an assignment thereof and this provision shall not inure to the benefit of any sub-contractor, but is merely for the convenience of THS if any circumstances warrant that it contract directly for services with such sub-contractors.
- g. Marketing, Advertising, Promotion and Sponsorship. THS will develop and implement a marketing program, advertising program and sponsorship development program, to promote public awareness and use of the Streetcar System, maximize ridership potential, coordinate marketing efforts with HART bus marketing efforts, develop marketing strategies aimed at both individual and group riders, coordinate special events services with various entertainment and convention and tourism facilities serviced by the Streetcar System, and to raise revenue for both operations and the Streetcar endowment.

The Operator will provide these programs to assist THS. The terms of such programs are more fully described in the Operations and Maintenance Plan.

- h. Special Service and Extra Service shall not be included in the Annual Operating Budget but shall be approved by THS as provided in more detail in the Operations

and Maintenance Plan. The parties agree that Special Service and Extra Service should be self supporting through fares and other user fees. The Operator shall track revenues and expenses from Special Service and Extra Service. THS shall be entitled to any surplus generated from Special Service and Extra Service and likewise, THS shall be responsible for any deficit resulting from Special Service and Extra Service.

- i. This Agreement shall not address major repairs, replacement, or improvement of the capital assets of the Streetcar System, and does not create any rights or obligations regarding major repairs, replacement, or improvement of the capital assets of the Streetcar System. Any reference to maintenance obligations in this Agreement and in the Operations and Maintenance Plan shall not include any major repairs, replacement or improvement of capital assets.

SECTION 3. INSURANCE AND LIABILITY PROVISIONS.

- a. General Provisions. The provisions hereof shall not be interpreted to be a waiver of sovereign immunity to which any party is entitled. Each of the parties preserves all sovereign immunity rights. THS understands that HART, as a sovereign entity, cannot contractually indemnify and save harmless THS or any other party without an express waiver of sovereign immunity by the Florida Legislature.
- b. Insurance Obligations. THS may choose to maintain insurance coverages of a type and in the amount determined by THS to be appropriate for its needs. Upon request, Operator may permit THS to participate in an Operator's self-insured retention risk pool to cover an appropriate portion of the cost of such a self-insurance pool, including uninsured losses or deductible under insurance policies and claims administration. The amount and due date of payments made thereto by THS to fund, and to the extent necessary, repay expenditures under said self-insured retention risk pool shall be determined on a mutually agreed to basis by Operator and THS through the adoption of the Annual Operations Budget. If Operator elects to offer THS participation in a self-insurance pool, the parties agree that a separate agreement shall be negotiated and executed by the parties to document such participation.
- c. Reporting of Claims. Without in any way limiting any reporting duty of Operator otherwise contained in this Agreement, Operator shall report any accident, damage to property, personal injury or death, or any other incident which may give rise to legal liability arising out of the performance of this Operator's Agreement to THS and the CITY by the end of the next work day following the time and date of the occurrence. Notice shall be delivered to the President of THS and to the City of Tampa Risk Management, in the manner and at the Notice Address as set forth in Article III, Section 4.f. hereof.
- d. Environmental Liability. THS shall not hold Operator liable for any pre-existing environmental hazards, which are subsequently discovered after commencement of Operations.

SECTION 4. MISCELLANEOUS PROVISIONS.

- a. Annual Audit. On an annual basis within ninety (90) days following the end of each fiscal year of THS (currently the fiscal year of THS ends on September 30th), THS shall conduct an annual audit of the books and records of the Streetcar System in the manner required by the Tri-Party Agreement. The audit report shall be furnished to THS and the CITY promptly upon delivery of the auditor's written report.
- b. Dispute Resolution. Should any dispute arise among the parties to this Agreement concerning any matter relating to it, the first attempt to resolve such dispute and/or conflict shall, without prejudice to the rights of the parties to pursue their remedies in the courts of law, be in accordance with the Florida Governmental Conflict Resolution Act; even if any party hereto is not deemed to be a "governmental entity" as defined by the Florida Governmental Conflict Resolution Act (Florida Statutes, Section 164.101 et seq.). This provision shall not apply to any disputes arising between parties to this agreement and any third party.
- c. Federal Requirements. The Operator shall comply with all federal and state laws, as well as the rules and regulations of the U.S. Department of Transportation and the Federal Transit Administration and all other federal requirements, including, but not limited to: any or all requirements listed in any current FTA Annual List of Certifications and Assurances, in accordance with 49 U.S.C. 5325(n). The Fiscal Year 2006 Annual List is printed in the Federal Register on November 2, 2010, as may be amended from time to time, and includes the following laws, as they may be amended, updated, or renamed, from time to time:
 - (1) Civil Rights. The Operator shall issue a Statement of Assurance that the Operator is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1992. Other applicable federal, state, and local laws, executive orders, ordinances and regulations prohibiting discrimination as hereinabove referenced, are included by this reference thereto. The Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of availability. All work performed by the Operator, or its designees or contractors shall be in compliance with all required federal, state, and local laws, and respective rules and regulations and agreements.
 - (2) ADA Compliance. The Operator shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.; section 504 of the Rehabilitation Act of 1993, as amended, 29 U.S.C. app. §794; section 16 of the Federal Transit Act, as amended. 49 U.S.C. app. 31612; including, but not limited to:
 - (i) U.S. Department of Transportation (DOT) Regulations. "Transportation Services for Individuals with Disabilities (ADA)." 49 C.F.R., Part 37.

- (ii) U.S. DOT Regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance." 49 C.F.R. Part 27.
 - (iii) U.S. DOT Regulations "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 49 C.F.R., Part 38.
 - (iv) U.S. Department of Justice (DOJ) Regulations. "Nondiscrimination on the Basis of Disability in State and Local Government Services." 28 C.F.R., Part 35.
 - (v) U.S. DOJ regulations. "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R., Part 36.
 - (vii) General Services Administration (GSA) regulations. "Accommodations for the Physically Handicapped." 41 C.F.R., Subpart 101-19.
 - (viii) Equal Employment Opportunity Commission (EEOC) regulations. "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act." 29 C.F.R., Part 1630.
 - (ix) Federal Communications Commission (FCC) Regulations. "Telecommunications Relay Services and Related Customer Premises for the Hearing and Speech Disabled." 49 C.F.R., Part 609.
- e. Governing Law: Venue. This Agreement is governed by and shall be construed in accord with the laws of the State of Florida. Venue for any lawsuit in connection herewith shall be in Hillsborough County, Florida.
- f. Notice. All notices or communications required or otherwise provided for under this Agreement shall be in writing and shall be sufficiently given if by one of the following methods: (1) addressed and mailed by first class certified mail, return receipt requested, (2) hand delivery, (3) overnight courier, or to each party who has properly authorized their use: (4) e-mail, or (5) facsimile transmission, to the parties at the following addresses:

To THS: President of the Board of Directors
 Tampa Historic Streetcar, Inc.
 1201 East 7th Avenue
 Tampa, Florida 33605

With copy to: David Smolker, Esq., THS General Counsel
 Smolker Mathews, P.A.
 100 South Ashley Drive
 Suite 1490
 Tampa, Florida 33602

To Operator: Interim Chief Executive Officer
Hillsborough Transit Authority
1201 East 7th Avenue
Tampa, Florida 33605

With copy to: David Smith, Esq. and Julia Mandell
HART General Counsel
GrayRobinson, PA
401 E. Jackson Street, Suite 2700
Tampa, Florida 33602

Director of Streetcar Operations
Hillsborough Transit Authority
1201 East 7th Avenue
Tampa, Florida 33605

HART Legal Department
Hillsborough Transit Authority
1201 East 7th Avenue
Tampa, Florida 33605

To CITY: City of Tampa
Director of Revenue and Finance
306 E. Jackson Street
Tampa, Florida 33602

and to: City of Tampa Council
315 E. Kennedy Boulevard
Tampa, Florida 33602

With a copy to: Office of City Attorney
315 E. Kennedy Boulevard
Tampa, Florida 33602

Notices required pursuant to Article III, Section 3 shall be furnished to all of the foregoing parties and to the following additional parties:

CITY of Tampa Risk Management Department
102 E. 7th Avenue
Tampa, Florida 333602

Hillsborough Transit Authority Risk Management
1201 East 7th Avenue
Tampa, Florida, 33605

If any party desires to be given notice by e-mail or facsimile, it shall provide its e-mail address or facsimile telephone number to the other parties by written correspondence delivered by certified mail. Any of the parties may change the notice address from time to

time by giving notice of the change as provided in this section. Failure to claim any notice sent hereunder shall be deemed to be delivery effective as of the date deposited with the delivery service or if sent by facsimile or e-mail, on the date of confirmation of the sent item.

g. Termination of Agreement.

- (1) This Agreement shall terminate in any of the following events:
 - (i) When it expires by virtue of its express terms;
 - (ii) At the option of the non-defaulting party hereto in the event of any material breach by the other party or repeated failure by the other party to correct any notices of deficiencies in the operation of the Streetcar System;
 - (iii) At the option of Operator, in the event that THS files for bankruptcy or makes an assignment for benefit of creditors.
 - (iv) If, in any given year, THS, the CITY and Operator are unable to reach agreement on the next Annual Operations Budget or the Operations and Maintenance Plan, provided that the Agreement shall not terminate so long as the provisions of Article III Section 2.b.(1) become operative and no party elects to cancel this Agreement.
 - (v) Any fraud or other malfeasance in the handling of funds of THS.
- (2) Prior to issuing a notice of termination for material breach of this Agreement under sub-paragraph g.(1)(ii), above, the non-defaulting party shall deliver written notice of default and the party against whom default has been alleged shall have thirty (30) days (the "Curative Period") from delivery of such written notice to cure the default. If the breach shall not be capable of being cured within the Curative Period, but the defaulting party is making a good faith effort to effectuate a cure, the Curative Period may be extended for a reasonable amount of time while the defaulting party is engaged in such good faith efforts. If the default has not been cured within the Curative Period (as may be extended pursuant to the foregoing sentence), the non-defaulting party may then terminate this Agreement by issuance of a second written notice of termination.
- (3) Upon any termination of this Agreement for any reason, the parties agree to an orderly transition of control of operation of the Streetcar System. The parties shall have one hundred eighty (180) days (the "Transition Period") during which to transfer control of operation of the Streetcar System to a new operator. During the Transition Period, all of the terms and conditions of this Agreement shall continue to be in full force and effect, and the parties shall work with each other for the smooth transfer of control to a new Operator. Not

later than thirty (30) days after the end of the Transition Period Operator shall render a final accounting of revenues and expenses for the operation of the Streetcar System while it was the Operator and shall furnish to THS a final invoice for any sums due, or shall pay to THS any sums due to THS.

- (4) In the event of termination pursuant to paragraph g.(1)(ii) above, THS agrees to assume, and perform any and all un-expired subcontracts between Operator and its subcontractors which are in full force and effect on the date of the notice of termination, provided however, that all such subcontracts have been incorporated into the Annual Operations Budget and Operator has provided copies of same to THS pursuant to its request. During the Transition Period, Operator shall not enter into any new or renewal subcontracts for labor, materials, services, or otherwise without the prior express written consent of THS, which it may grant or withhold in its sole discretion.
- h. Attorneys Fees. In the event of any effort by either party hereto to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and the costs and expenses of litigation.
- i. No Agency or Employee Status. Operator shall perform this agreement only as an independent contractor, and nothing herein shall in any way be construed to constitute THS, its directors, officers, agents and employees to be agents, representatives, or employees of Operator.
- j. Modification. Only a written instrument duly executed by both parties hereto may amend this Agreement.
- k. Waiver. The failure of any of the parties to enforce any provision of this Agreement shall not be a waiver of any such provision or of any party's right to enforce each such provision.
- l. Integration. This Agreement together with Exhibit A hereto and incorporated herein, the Operations and Maintenance Plan, comprises the full and entire agreement between the parties concerning the subject matter hereof and that negotiations, acts or promises made prior to its execution are merged, integrated into and superseded by this instrument. Notwithstanding the foregoing however, in certain circumstances, reference is made to the Tri-Party Agreement to interpret this Agreement, in which event the terms and conditions of the Tri-Party Agreement shall prevail.
- m. Tri-Party Agreement Controls. It is the purpose of this Agreement to comply with the provisions of the Tri-Party Agreement in connection with the operation, management and maintenance of the Streetcar System. To the extent that the terms and conditions of this Agreement are in conflict with the terms and conditions of the Tri-Party Agreement, the terms and conditions of the Tri-Party Agreement shall control, and shall also be used to interpret and explain the terms and conditions of this Agreement.
- n. Severability. Should any provision of this Agreement be determined by a court to be

unenforceable, such determination shall not affect the validity or enforceability of any other section or part of this Agreement.

- o. Filing. This Agreement shall be filed by HART with the Clerk of the Circuit Court of Hillsborough County.
- p. Delegation of Duty. Nothing contained herein shall be deemed to authorize the delegation of constitutional or statutory duties of HART.
- q. Assignment. This Agreement is personal to the parties hereto. Neither party may assign its rights or obligations without the prior written consent of the other party hereto and of the CITY. THS shall not permit the Streetcar System to be operated by anyone other than Operator, without the prior written consent of the CITY.
- r. Counterparts. This Agreement may be executed in Counterparts. Any party may join into this Agreement by executing anyone Counterpart. All counterparts, when taken together, shall constitute one agreement.
- s. Force Majeure. Each party shall be excused from performing any of such party's obligations under this Agreement (whether monetary or otherwise) where performance has been prevented or by an occurrence not within such party's control from the following causes: hurricane, flood, fire, tornado or other inclement weather, accidents, riots, war, terrorist activities, explosion or any regulations, rules, ordinances, or orders of any federal, state or local governmental authority. Notwithstanding the foregoing, a party claiming that it is excused from performance as a result of "accidents" or "regulations, rules, ordinances, or orders of any federal, state or local governmental authority" shall not be entitled to use such excuse if it was at fault in the accident, or failed to anticipate, plan for, or comply with such regulations, rules, ordinances or orders.
- t. General Interpretation. Where used in this Agreement, the following expressions shall have the following meanings respectively unless the context or specific language otherwise requires:
 - (1) the singular includes the plural and vice versa;
 - (2) a reference to a gender includes all genders;
 - (3) a reference to a natural person includes the heirs, executors, administrators and permitted assigns of that person and a reference to a corporate body includes the successors and permitted assigns of that corporate body;
 - (4) a reference to a person or corporate body shall be taken to include that person or body acting in a trustee or other representative capacity;
 - (5) where a word or expression is defined, other parts of speech and grammatical forms of that word or expression have corresponding meanings;

- (6) headings are for ease of reference and do not affect the construction of this document; and
 - (7) a reference to a statute shall include all amendments for the time being in force and any other statute enacted in substitution therefore and all regulations, ordinances and other laws for the time being in force under that statute and any notice, demand, order, direction, requirement or obligation pursuant to or under that statute or those regulations, ordinances and other laws.
- u. Computation of Time. References to days shall mean calendar days. In the event a deadline falls on a Saturday, Sunday or a holiday as defined in Section 110.117, Florida Statutes, the deadline shall fall on the next calendar day that is not a Saturday, Sunday or a holiday as defined in Section 110.117, Florida Statutes.

SECTION 5: CONDITIONS PRECEDENT.

- a. This Agreement shall not be effective until all of the following conditions have been fulfilled.
 - (1) This Agreement has been approved by the Board of Directors of THS.
 - (2) This Agreement has been approved by the Board of Directors of HART.
- b. Each party hereto agrees to promptly apply for and obtain the foregoing approvals.

SECTION 6. THIRD PARTY BENEFICIARY.

As to those covenants, terms and conditions contained herein where the CITY is specifically granted a right of approval or some other right, this Agreement is a third party beneficiary contract running in favor of the CITY and as to those covenants, tenets and conditions, the CITY has the right to enforce them as if it were a party to this Agreement.

IN WITNESS WHEREOF this agreement has been executed and delivered as of the Effective Date by the undersigned parties.

TAMPA HISTORIC STREETCAR, INC.

HILLSBOROUGH TRANSIT AUTHORITY

By: _____
Michael English, President

By: _____
Scott Drainville, Interim Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

THS Attorney

Date: _____

APPROVED AS TO FORM:

Attorney for HART

Date: _____

Exhibit A
to the Operator's Agreement



STREETCAR SYSTEM
OPERATIONS AND MAINTENANCE PLAN
2023 – 2028

PREPARED BY:
HILLSBOROUGH TRANSIT AUTHORITY

PREPARED FOR:
TAMPA HISTORIC STREETCAR, INC.

Approved by THS Board of Directors
Approved by HART Board of Directors

TECO LINE STREETCAR SYSTEM OPERATIONS & MAINTENANCE PLAN 2023-2028

Hillsborough Transit Authority
October 2023

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1. INTRODUCTION

This is the Operations and Maintenance Plan referred to in the Operator's Agreement between Hillsborough Transit Authority (aka, Hillsborough Area Regional Transit) and the Tampa Historic Streetcar, Inc., and is effective October 1, 2023.

The Operator's Agreement, this Operations and Maintenance Plan and the Streetcar Tri-Party Agreement are written to work in harmony with one another. In the event of a conflict, it shall be resolved in the following order: the Streetcar Tri-Party Agreement, the Operator's Agreement and this Operations and Maintenance Plan.

The Operations and Maintenance Plan describes how HART will operate and maintain the Streetcar System consistent with the requirements of the Interlocal Agreement for the Tampa-Ybor Historic Electric Streetcar Project, the Streetcar Tri-Party Agreement and the Tampa Historic Streetcar, Inc. Business Plan.

A. DEFINITIONS

Capitalized terms used in this document, and not defined below or elsewhere herein, shall have the meanings set forth in the Operator's Agreement. When used in this Operations and Maintenance Plan, the following terms shall mean:

- ADA: Americans with Disabilities Act.
- CBD: Central Business District.
- CDL: Commercial Driver's License.
- City: City of Tampa.
- CSX: CSX Corporation.
- FRA: Federal Railroad Administration.
- FTA: Federal Transit Administration
- Fiscal Year: Starts October 1st of a year, and ends September 30th of the following year.
- HART: Hillsborough Transit Authority, also known as Hillsborough Area Regional Transit.
- Interlocal Agreement: "Interlocal Agreement for the Tampa-Ybor Historic Electric Streetcar Project", dated June 6, 1998, and executed by HART and the City.
- OCS: Overhead Catenary System.
- O&M Plan: Operations and Maintenance Plan.

-
- SSEPP: System Safety and Emergency Preparedness Plan.
- SSPP: System Safety Program Plan.
- TECO: Tampa Electric Company.
- Tri-Party Agreement: the “Streetcar Tri-Party Agreement”, dated December 17, 2001, and executed by HART, the City and THS.
- THS: Tampa Historic Streetcar, Inc.

B. STREETCAR SYSTEM DESCRIPTION

The Streetcar System is a conventional electric rail transit system approximately 2.7 miles in length, as illustrated in the Streetcar System Map contained in this document. The Streetcar System is designed to function as a single-track, bi-directional system with passing tracks to permit the meeting and passing of vehicles traveling in opposite directions. Streetcars operate by line of sight with one direction having right-of-way over the other. Streetcars traveling in the opposite direction must pull into designated passing tracks, depending on the number of vehicles in operation. The streetcar tracks do not share vehicle travel lanes, and are separated from traffic by low barriers, warning signs, pavement striping, or landscaping. At signalized intersections, a separate signal linked to the traffic control system for the streetcar motormen/conductors reduces the need for the streetcar motorman/conductor to watch the traffic control device.

Phase I of the system, with the exception of Ybor Station and the Dick Greco Plaza Transportation Center, was constructed under a contract with the City and is located on City owned or controlled right-of-way. Phase IIa of the system was constructed by HART on City owned or controlled right-of-way, except for that portion of the passing track which lies on the HART controlled easement between Brorein Street and Cumberland Avenue.

The Streetcar System operates over a 2.7-mile route that begins at the intersection of Whiting Street and Franklin Street and travels South along Franklin Street to the Dick Greco Plaza Transportation Center at the intersection of Franklin Street and Water Street, runs eastward along the north side of Water Street to Channelside Drive, thence along Channelside Drive to 13th Street, following the alignment of 13th Street across the CSX railroad to 8th Avenue in Ybor City, where the alignment turns east along the north side of 8th Avenue to 20th Street. It involves a single-track bi-directional line with six (6) passing tracks. This configuration provides the flexibility needed to enable the operation of the eight (8) replica double-track streetcars, one (1) breezer style streetcar, and the single-track streetcar (hereafter, Birney) restored by The Tampa & Ybor City Street Railway Society and owned by HART.

The system has eleven (11) stations each of which include a covered waiting area, a specially designed high block and bridge mechanism to comply with guidelines established by the ADA, enhanced lighting, and patron amenities such as benches, trash receptacles, and information kiosks. This includes the intermodal facility known as the Dick Greco Plaza Transportation Center located in

front of the Tampa Convention Center. The Dick Greco Plaza Transportation Center includes a

covered shelter, bus bays for both transit and charter buses, and a taxi queuing area. Ybor Station serves as the system yard and maintenance facility and was constructed on the block bound by 13th Street, 7th Avenue, Nuccio Parkway, and 6th Avenue in Ybor City to support the operation of the system.

C. OPERATION

The Streetcar System’s operating days, hours, and service frequency are approved annually and documented as part of the Annual Operations Budget.

Operation is governed by line-of-sight and “hard meets” because the vehicles must meet at designated sidings depending on how many vehicles are in operation.

The number of vehicles required for the Base Service is set forth in the Annual Operations Budget. Service beyond Base Service is classified as Extra Service or Special Service.

D. AVERAGE OPERATING SPEED AND RUNNING TIME

The average operating speed of the streetcar is 8.5 miles per hour with a one way running time of 20 minutes. Slower speeds may be experienced during peak traffic periods.

E. FLEET SIZE AND DESCRIPTION

Eight (8) replica streetcars, owned by HART, shall be used to provide service. An open air breezer car, and the Birney, may be used by HART to provide service.

F. MAINTENANCE PLAN

HART shall provide a clean, safe, reliable, and cost-effective operation and shall maintain the Streetcar System as outlined in the Maintenance Plan in Section 4, below.

G. FARE STRUCTURE

THS Board of Directors shall establish the fare structure for the Streetcar System from time to time, by passage of specific Board resolutions. HART shall collect all revenue from the sale of streetcar fare instruments and credit THS for all revenue from the sale of streetcar-only fare instruments.

H. ORGANIZATION AND STAFFING

HART shall provide a Director of Streetcar Operations and core operations and maintenance personnel who are fully dedicated to support this O&M Plan. Dedicated positions shall be set forth each year in the Annual Operations Budget. Other personnel needed in a part-time capacity to support the O&M Plan shall include:

- Chief Executive Officer (CEO): to provide overall policy direction to the THS Board of Directors and oversee all streetcar employees.
- Administrative Staff: to support the THS Board of Directors.
- Chief of Maintenance and Transportation: to manage the day-to-day service delivery and employee supervision.
- Safety and Security: to maintain safety and security for the system.
- Training: to deliver operational testing and training programs.
-
- Other Support Staff: to support the Streetcar System on a work order basis. The rate charged for Other Support Staff shall not include administrative overhead, and is limited to the hourly wage rate and benefits.

I. OPERATING COSTS

HART will propose an annual line item budget to THS to support Base Service for each Fiscal Year. The proposed budget shall be approved by HART, THS, and the City. Once approved, HART will convert the budget into an hourly rate per hour for Base, Extra and Special Services, both in and outside of normal operating hours. This rate will be the basis for monthly invoices submitted by HART to THS. Farebox, grant or other revenues approved for the Annual Operations Budget shall be deducted from monthly invoices. Any changes to the fare structure that are approved by THS will be reflected in the Annual Operations Budget.

2. STREETCAR SYSTEM DESCRIPTION

The Streetcar System operates over a 2.7-mile route that begins at the intersection of Franklin Street and Whiting Street and runs South along Franklin Street to the Dick Greco Plaza Transportation Center at the intersection of Franklin Street and Water Street, runs eastward along the north side of Water Street to Channelside Drive, thence along Channelside Drive to 13th Street, following the alignment of 13th Street across the CSX Railroad to 8th Avenue in Ybor City, where the alignment turns east along the north side of 8th Avenue to 20th Street. The line is strategically located to provide convenient service between the Ybor City Historic District, hotels, the Tampa Convention Center, major entertainment venues, multiple cruise terminals, Amalie Arena the Florida Aquarium, parking facilities, and residences.

Phase IIa of the Streetcar System is a 0.3 mile extension that connects at the west terminus of Phase I. Phase IIa runs along the east side of Franklin Street from Dick Greco Transportation Center, just south of Channelside Drive, to a new terminus south of Whiting Street in downtown Tampa. A passing

The system has eleven (11) stations each of which include a covered waiting area, a specially designed high block and bridge mechanism to comply with guidelines established by the ADA, enhanced lighting, and patron amenities such as benches, trash receptacles, and information kiosks. This includes the intermodal facility known as the Dick Greco Plaza Transportation Center located in front of the Tampa Convention Center . The Center includes a covered shelter, bus bays for both transit and charter buses, and a taxi queuing area. Ybor Station serves as the system yard and maintenance facility and was constructed on the block bound by 13th Street, 7th Avenue, Nuccio Parkway, and 6th Avenue in Ybor City to support the operation of the system.

A. ALIGNMENT

The 2.7 mile Streetcar System has seven (7) passing tracks that allow vehicles traveling in opposite directions to meet and pass. Passing tracks are located at:

- Franklin Street between Cumberland Avenue and Brorein Street
- Old Water Street between Franklin Street and Morgan Street
- Channelside Drive in front of the Channelside at Garrison entertainment complex
- Channelside Drive between York and Harbor Streets
- Channelside Drive between Adamo Drive and 2nd Avenue
- 13th Street between 6th and 8th Avenues in Ybor City
- 8th Avenue between 16th and 17th Streets

Each of the passing tracks can accommodate at least two streetcars traveling in each direction. In addition, two of the passing track locations (between Franklin Street and Morgan Street and Channelside Drive between York Street and Harbor Street) have capacity to accommodate the entire fleet if necessary. Another key feature of the alignment is an at-grade crossing of the CSX Railroad’s Tampa Terminal Subdivision located near the old alignment of 13th Street and 5th Avenue in Ybor City. This crossing is a rail-to-rail diamond protected by signals that CSX trains, Amtrak, and streetcars activate. However, because the CSX freight trains travel at a higher speed than the streetcars and require a longer distance to stop, the point at which the CSX trains will activate the signals is considerably farther from the crossing than for the Streetcar System. As a result, the CSX trains receive preference at the crossing, which greatly reduces the accident potential at this location.

B. STATION STOPS

The locations of the TECO Line Streetcar System’s eleven (11) station stops are illustrated in the map below Stations are located at:

- Franklin Street and Whiting Street (Whiting Station);
- Franklin Street and Old Water Street (Dick Greco Plaza Transportation Center);
- Old Water Street and Morgan Street (HSBC Station);
- Channelside and Beneficial Drives (Amalie Arena Station);
- Channelside Drive and the Florida Aquarium (Cumberland Avenue Station);
- Channelside Drive and York Street (York Street Station);

- Channelside Drive and Kennedy (Publix Station);
- 13th Street and 8th Avenue (Cadrecha Plaza Station);
- 8th Avenue between Republica de Cuba and 15th Street (StreetcarSociety Station);
- 8th Avenue between 16th and 17th Streets (Centro Ybor Station); and
- 8th Avenue at 20th Street (Centennial Park Station).

Each station stop includes a low-level platform for general boarding and a high-block platform for access by both a ramp and stairs for persons with disabilities. A bridge plate mounted to the high-block is lowered into the streetcar to facilitate access to the vehicle. When not in use, the bridge plate is locked in the up or vertical position. General boarding is accomplished from the low-level platforms where persons board via the front door and alight via the rear door.

In addition, each station stop has a canopy to provide protection from the sun and inclement weather, benches, trash receptacles, lighting, and a two-sided backlit information kiosk. One side of the kiosk has a system map with a venue key and schedule information; the other a station-specific map with a venue key. Stations throughout the system, although sharing features and amenities, reflect the design characteristics of the district in which they are located: the Channel District stations appear different from those in Ybor City, though each is functionally consistent.

STREETCAR SYSTEM MAP



Update Map

C. TRACTION POWER SYSTEM

Power to operate the system is provided by two 1½-megawatt substations that convert commercial alternating current (ac) provided by TECO to 600 volts of direct current (dc). Each substation has sufficient capacity to operate the system independently. Should one of the substations fail each substation is supplied power from a different TECO grid. Unless there is a complete power failure, the system is able to function. From the substations, the power is distributed to the vehicles via overhead wires supported by poles with cantilever arms. Poles extending from the vehicles make contact with the wire to provide power to the vehicles.

D. YBOR STATION, MAINTENANCE YARD, AND OPERATIONS FACILITY

Constructed by HART, Ybor Station houses the yard, maintenance and operations facility for the Streetcar System. The site is located in Ybor City on the block owned by the City and leased by HART, which is bound by 6th Avenue to the south, 13th Street on the east, 7th Avenue to the north, and Nuccio Parkway on the west. The first phase has sufficient capacity to accommodate the storage and maintenance of up to twelve (12) streetcars. In addition to the yard and the building to support maintenance and operation of the system, the site includes a small park and pedestrian improvements. The third floor of this facility accommodates HART executive and administrative offices.

The facility includes offices, locker rooms, restroom facilities, storage, , two work pits, hydraulic jacks and equipment to maintain the fleet. HART has provided all of the specialized equipment needed to clean and maintain the vehicles. Heavy repairs such as collision damage are also performed at this facility. HART provides tools, office furniture, lockers, telephones, radio equipment, fare collection equipment, and computer equipment.

E. DICK GRECO PLAZA TRANSPORTATION CENTER

The Dick Greco Plaza Transportation Center is an intermodal facility that provides access and connection between pedestrians, the streetcar system, HART buses, , tour buses, and taxis. The facility site is located in front of the Tampa Convention Center on the southern half of the block (approximately) bound by Water Street to the south, Florida Avenue on the east, Channelside Drive to the north, and Franklin Street on the west. The streetcar alignment approaches the site from the south-southeast and crosses the site diagonally. The design of this station stop differs from the other ten station stops in a number of ways. It is much larger due to the location and planned usage and it includes bus bays and a taxi queuing area, extensive landscaping, pedestrian pathways, and space for vendors. HART owns the site and may plan for the joint development of the site in order to generate revenue for on-going transit operations.

F. VEHICLES

HART owns eight (8) historic replica streetcars for the system designed to HART's specifications. Each vehicle is approximately 46 feet long and 8 feet 6 inches wide. The vehicles are steel-framed with double four-wheeled trucks and four 25-hp GE traction motors mounted on Peter Witt-style trucks from ATM of Milan, Italy. The streetcars operate on 600 volts of direct current provided by an overhead power distribution system. Each vehicle weighs approximately 48,000 pounds and has a maximum operating speed of 30 mph. The capacity of each vehicle is 44 seated, with space for 40 standing passengers. Key features of the vehicle include:

- All-steel unibody-welded construction;
- Color coordinated non-slip vinyl flooring;
- An interior finished in oak paneling;
- Oak and cherry wood flip seats;
- Electrically-operated doors with a sensing edge to prevent passengers from being trapped in the doors;
- Air conditioning with insulation and special glass to support the air conditioning system;
- An inverter to convert the 600 volt dc current to 220 volt ac current for the air conditioning, 110 volt ac for lighting, and both 12 and 24 volt dc for the operation of other onboard systems including emergency power;
- An operator's compartment at each end of the vehicle, including controls;
- An electronic fare box at each end capable of accepting cash, tokens and magnetic encoded cards;
- A public announcement system with eight speakers per vehicle;
- Areas for interior advertising cards and holders for information;
- Areas for two small video screens for advertising, transit and public information;
-
-
- Area at both ends of the vehicle for up to two wheelchairs that can also be used for patrons with bicycles.

HART also purchased an open air breezer streetcar originally built by Gomaco in 1984. It is used when weather permits and requires a motorman and a conductor to operate. There is also a single truck Birney car (#163) from the original system in Tampa, but this car is only used for special events.

3. OPERATING POLICIES

This section provides the detail of how HART provides streetcar system service and how it relates to the budget. In addition to staff support for the system, HART provides support vehicles, radios, fare collection and revenue counting equipment, and all tools and equipment necessary to support the operation and maintenance of the Streetcar System.

A. SERVICE POLICY

Three types of service have been identified by the THS. Each is defined and discussed in the Operator's Agreement.

Base Service – Base Service is defined as the day-to-day service frequency and hours of operation. The approved Annual Operations Budget defines the service frequency and hours of operation for basic service as approved by the THS Board.

The Base Service level is the basis for the Annual Operations Budget. All anticipated functions, manpower needs, and direct and indirect costs in the Annual Operations Budget are based on this service level.

Extra Service – Extra service is defined as service that exceeds the Base Service level. Extra Service includes the use of additional vehicles to provide more capacity or increase service frequency; or additional hours of service, either starting earlier or operating later than required to provide Base Service; or a combination of the two. The rate for this service within the Base Service hours and the rate for Extra Service outside of the Base Service hours are recalculated annually and approved as part of the Annual Operations Budget.

Extra Service shall be undertaken only when authorized in advance by the THS Board. Extra service is reported to the THS Board on a monthly basis.

Special Service – Special service is defined in the Operator’s Agreement. Requests for service are made to HART; THS sets the rate for the service and receives payment. HART reports to the THS Board the number of streetcars used for the service, the length of the service, and the number of riders. The ability to provide service is dependent on the availability of vehicles. HART bills THS for Special Service at the fully allocated service rate (as required by the FTA for Charter Service) times the number of hours with a one – hour minimum. In addition to HART’s annually calculated cost to provide this service, THS adds a small profit. Special Service shall be undertaken only when authorized in advance by the THS Board, and as permitted by applicable regulations including those promulgated by the FTA.

B. RUNNING TIME

The running time is the time required to travel from one end of the system to the other and is determined by using a computerized model based on a number of assumptions. Assumptions include: the rate of vehicle acceleration and deceleration, maximum vehicle speed, length of the route, distance between stations, station dwell time, and delays anticipated at intersections. As verified by actual running time, the average running time is approximately 20 minutes. This time may vary depending on the number of vehicles in operation and other factors.

C. OPERATING SPEED

Streetcar vehicles shall be operated at a safe speed, in accordance with applicable all laws and regulations. The maximum operating speed is 30 mph and the average operating speed varies based upon service frequency.

D. VEHICLE AND SYSTEM CAPACITY

Each vehicle is designed to accommodate up to 84 passengers (44 seated and 40 standing). The system will permit up to 7.5-minute headways with up to eight (8) vehicles, or a vehicle in each direction every 7.5 minutes. In addition, should there be a need to operate additional vehicles in Special Service; each siding has sufficient capacity for at least two streetcars at the same time.

E. OPERATIONS AND STAFFING

A breakdown of the HART staff positions dedicated to the core operation and maintenance of the streetcar system shall be set forth each year in the Annual Operations Budget in accordance with service levels as approved by THS.

Management Positions – The Director of Streetcar Operations and the Manager of Streetcar Transportation are responsible for operations and maintenance of the streetcar.

Motormen/Conductors – All motormen/conductors are subject to the same federally mandated requirements for drug and alcohol testing.

Selection and Training – All motormen/conductors go through a rigorous selection and training process regardless of the classification and are subject to physical examinations and drug and alcohol testing.

Selection – Motormen/Conductors are selected based on their past work record, which includes safety and reliability, their physical ability to perform the work, and their communication and interpersonal skills. HART's existing motormen/conductors and bus system employees have selection preference for some of the positions.

Training – Classroom training includes operating procedures, operating rules, customer service and relations, and sensitivity training. The vehicle operation training ensures familiarity with the vehicle, and includes learning to operate the vehicle, running the schedule under all circumstances that might occur, and staging incidents that might involve fire and rescue as required as a part of system safety certification plan. Each motorman/conductor receives a weekly briefing on upcoming events and activities occurring along the corridor and the broader service area. Each operator is required to pass a physical and to be re-certified on the operating rules and procedures annually.

Training Program Development – Training programs have been developed and delivered by HART's Training Department and will be further refined for the motormen/conductors and the various maintenance employees that support the system.

Motorman/Conductor Training – The motorman/conductor training program consists of both classroom and field training. All of the motorman/conductors, regardless of their classification, will be required to complete four weeks of classroom training that includes operating procedures, operating safety rules, instruction on the use of the interlocking with CSX, and communications.

The field training portion of the program will provide hands-on instruction on the operation of the vehicles, problem troubleshooting, use of the ADA bridge mechanism, grade crossing interaction, the use of the on-board communications equipment, braking and acceleration, scheduling, operation of the interlocking with CSX, safety, and emergency situations. This four-week program will be developed to address requirements in the approved State System Safety Program Plan (SSPP) and the System Safety and Emergency Preparedness Plan (SSEPP). Field training can be provided by experienced Motormen/Conductor Certified Operating Instructors.

All motormen/conductors must go through refresher training annually to maintain their certification to operate the streetcar. Maintenance workers who move streetcars must be trained

and certified to operate the streetcars.

Maintenance Training – Separate programs have been developed for maintenance of the vehicles, facilities and the right of way.

Vehicle Maintenance Training – The vehicle maintenance program will be is designed to provide classroom training and hands-on training. Classroom training will consist of vehicle systems such as air conditioning, hydraulic and electrical systems; vehicle construction; trouble shooting; safety; inspection requirements; and record keeping. The hands-on training consists of vehicle inspection, safety, staged trouble shooting exercises, system checks on all of the vehicles, and operation of the vehicles.

Facilities Maintenance Training – The facilities maintenance program is designed to provide classroom training and field training. Classroom training will consist of familiarity with the design, and the function of systems and equipment for Ybor Station and the station stops; safety; operation, inspection, lubrication, adjustment, and repair of switches; pre-startup inspection procedures; and inspection records requirements. Field training consists of actual inspections of switches and ADA bridge mechanisms, safety, lubrication and adjustments to switches.

Line Maintenance Training – The line maintenance program includes a combination of classroom and field training that covers inspection procedures, maintenance requirements, schedules, reporting, safety, and public interaction.

In addition to staff support for the system, HART provides support vehicles, radios, fare collection and revenue counting equipment, and all tools and equipment necessary to support the operation and maintenance of the streetcar system.

Motorman/Conductor Uniforms – Uniforms are provided for each motorman/conductor. All motormen/conductors wear a uniform that resembles those worn by the motormen of the original system in Tampa.

F. COMMUNICATIONS

Communications, which include radio and onboard sources, are an important element of this system.

Radio – HART has provided a streetcar radio frequency to enable motormen/conductors to communicate with HART’s Rail Control and other streetcar motormen/conductors. Motormen/conductors notify Rail Control of an incident or situation that requires assistance.

The open channel allows all the motormen/conductors to hear all conversations between the motormen/conductors and the dispatcher. For example, if a motorman/conductor knows that a disabled person is deboarding at the next stop, the motorman/conductor must announce the vehicle's location and that a stop is about to be made. This is an indication to all motormen/conductors to slow down so that they are not waiting at the meet point for an extended period of time. All of the vehicles have been pre-wired for either a radio or a charging station for a handheld radio at each end of the vehicle.

Onboard – HART shall provide onboard communication systems consisting of a public announcement system.

- **Public Address System** – HART provided a Public Address system on all regular service Streetcar Vehicles. The motormen/conductors make announcements to direct the patrons using the system. Microphones have been provided at both ends of the vehicles. .
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G. ADA BOARDINGS

The station stops and vehicles have been designed to load disabled customers via a high-block platform and a bridge mechanism. The high-block platform is accessed via ramp. When a motorman/conductor notices or is made aware that a customer requires the use of the bridge mechanism, the motorman/conductor announces on open radio the location and direction of the vehicle and that an ADA stop will be made. Once the motorman/conductor has stopped at the high-block platform, the motorman/conductor opens the appropriate rear door and advises all departing passengers to deboard via the open rear door. After closing the rear door, the motorman/conductor opens the forward door and unlocks the bridge mechanism, adjusting the mechanism so that it will lower between the open doors. The motorman/conductor then lowers the bridge mechanism and loads or unloads the customer.

Once the customer is onboard, the motorman/conductor secures the wheelchair in place. Each vehicle has four designated wheelchair securement locations (two at each end of the vehicle), complete with securement devices and a stop request button so that the patron can notify the motorman/conductor when they are ready to leave the vehicle. Prior to raising the bridge mechanism, the motorman/conductor loads all waiting passengers over the bridge mechanism. Once all waiting passengers have been loaded, the motorman/conductor raises and locks the bridge mechanism in place prior to departing for the next station.

HART shall provide and maintain a portable ADA ramp to use with the streetcars. When a temporary station is erected for an event, the ramp can be used to ensure the temporary stop is ADA compliant.

H. GRADE CROSSINGS

Motorman/conductor must abide by vehicular traffic signs and signals. To enhance grade crossing safety, HART shall utilize an Opticom or similar system. Transmitters on the vehicles send a signal to a receiver at intersections, activating flashing lights located at all cross streets. In addition, at all signalized intersections the Opticom system will interact with the traffic control device to reduce the need for the motorman/conductor to have to monitor the traffic control device.

I. CSX CROSSING AND CROSSING PROTOCOLS

CSX Transportation installed a fully signalized interlocking to control the traffic flow across its Tampa Terminal Subdivision near the intersection of old 13th Street and between 4th and 5th Avenues. The operational procedures governing this crossing were approved by the Federal Railroad Administration (FRA) pursuant to a petition from HART for a waiver of FRA regulations. All of the motormen/conductors and designated streetcar management staff are required to take a course and test on CSX Operating Rules related to interlocking usage. In the event of interlocking failure, instructions on how to cross the CSX track are posted at the interlocking.

The evolution of procedures for crossing the CSX interlocking is also subject to FRA approval for specific time periods. As this evolution continues, HART will update the Operations Rules and Procedures Manual to address the new protocols and FRA waiver renewals.

J. SAFETY AND SECURITY

Federal and State law require safety and security plans be in place for the operation of the system. HART periodically updates the System Safety Program Plan (SSPP) and the System Safety and Emergency Preparedness Plan (SSEPP) and submits it to the Florida Department of Transportation (FDOT) for approval. The approved System Safety Program Plan will replace earlier versions and be provided to the City and THS. In addition, the system must go through annual safety self-audits as well as a safety compliance review every three years. These will be completed by HART and the annual safety self-audit shall be presented to the THS Board on an annual basis with the commencement of each fiscal year of THS.

HART has anticipated that there will be times when security may be needed and has included a line item in the Annual Operations Budget for security. Specifically, HART will retain security personnel as necessary.

K. EMERGENCY OPERATION

Emergency operations include accidents, a loss of power, natural disasters or any event that interrupts service. HART maintains a SSEPP that addresses all of these types of events. The SSEPP includes a Crisis Management section prepared by HART to help assure the timely, orderly flow of information to the community during a natural disaster or other situations. For example, in the event there is a loss of power to the system, HART may provide vehicles to deliver service along the route for the same hourly rate as Basic Service.

4. MAINTENANCE PLAN

This section provides the detail for achieving HART's maintenance concept – to provide the cleanest, safest possible environment for patrons of the streetcar system – and how it relates to the Annual Operations Budget. Any reference to maintenance obligations in this Plan, does not include any major repairs, replacement or improvement of the capital assets.

A. MAINTENANCE STAFFING

HART assigns management and supervisory staff as needed to the streetcar system. Management has a strong background in the light rail maintenance field.

Vehicle Maintenance – HART has qualified mechanics designated for maintenance of streetcar vehicles. In addition to the mechanics, HART provides designated service attendants to clean and service the vehicles.

Facilities Maintenance – HART provides full-time facilities maintenance technicians to the streetcar system. Assignments performed include the inspection of switches, overhead traction power distribution system, ADA bridge mechanisms, and maintenance of Ybor Station.

Line Maintenance – Route maintenance attendants are responsible for the complete cleaning of the stations before the start of service each day, throughout the service period, and for light maintenance of the stations.

B. SYSTEM MAINTENANCE

This section outlines the level to which the various facilities that comprise the streetcar system are maintained and which entity maintains them. As a project system built by HART and the City, each party is responsible for major repairs and replacement of the capital assets they contributed to the system. In some cases, HART does not retain employees with the specific expertise to maintain some of the facilities and it is more cost effective to contract for these services. These services are also identified below. System maintenance consists of the line, vehicles, Ybor Station and the Dick Greco Plaza Transportation Center.

Line Maintenance – Line maintenance consists of track and switches, traction power, station stops, the CSX crossing, and right-of-way. All except the CSX crossing are located in City owned or controlled right-of-way. HART works closely with the City on many of the line maintenance activities. The City will be responsible for vehicle intersection crossings, street lighting, storm water drains, and other city-owned facilities.

Track and Switches – This facility category includes both embedded (encased in concrete) and ballasted (standard railroad construction) elements.

Embedded Track and Switches – Embedded or concrete encased track and switches require very little maintenance. However, the switches require daily inspection, regular cleaning and lubrication, adjustment, and repairs to the switch points and frogs. HART performs the daily inspection and cleans, lubricates and adjusts the switches on a weekly basis. Reports are prepared for all of these activities. To facilitate repairs to switch points

and frogs, HART contracts for these services with a qualified railroad contractor on an as needed basis. Necessary work is based on unit prices obtained during the bid process.

Ballasted Track and Switches – The maintenance requirements for the ballasted track and switches is expected to be the same as the embedded section. Exceptions include possible vegetation and trash. HART inspects and picks up any trash in this section on a daily basis, and cleans, lubricates and adjusts the switches on a weekly basis or as needed. HART works with the City to control the vegetation with a weed spray program for this section.

Traction Power System – The traction power system includes the sub-stations, overhead power distribution system (poles, cross members, and wires) and cathodic protection devices. The traction power system requires maintenance which includes inspection and possibly the replacement of the sacrificial anodes used to diminish the damage to underground utilities due to stray current (cathodic protection). HART has contracts for this service as needed.

Right-Of-Way – Right-of-way includes a wide range of elements such as drainage, hard surfaces, landscaping, signage, and grade crossing protection. HART coordinates the maintenance related to the right-of-way elements within the City owned or controlled right-of-way.

Station Stops – The station stops are located within the right-of-way. As a result, HART coordinates with the City on maintenance requirements. HART performs the following maintenance at the station stops:

- All station stops are cleaned each day prior to the start of service. Cleaning consists of emptying the trash, removal of gum, and replacement of light bulbs.
- All stations are pressure washed on a weekly basis.
- In addition to the initial emptying of trash, trash is emptied as required during the service period.
- All kiosk information panels and signage is maintained and stocked regularly.
- Station stops are inspected at least once during every day of operation and a condition report is filed.
- The ADA bridge mechanisms are inspected and cycled Monday through Friday and lubricated.
- Repairs to the ADA bridge mechanisms are made immediately after notification of failure.
- Graffiti is removed within 24 hours of notification.

CSX Crossing – Under the terms of CSX's union agreements, CSX must perform all maintenance for the track and interlocking. The City has executed a contract with CSX for the performance of all maintenance related to the crossing.

C. STREETCAR VEHICLE MAINTENANCE

Vehicle maintenance falls into two classifications: basic or routine and heavy repair. HART performs all basic maintenance and a portion of the heavy repair. Non-streetcar vehicles used by the Streetcar Division are discussed under Other Operations and Maintenance Vehicles.

Basic Maintenance – Basic maintenance includes cleaning, servicing, preventive maintenance, and running repairs.

Cleaning – Each vehicle has its exterior checked for cleanliness and washed as necessary and the interior cleaned prior to going into service. The interior cleaning consists of mopping the floor, cleaning of windows, trash removal, restocking public information materials, and wiping down of the seats. The brass on each vehicle is polished as needed.

Preventive Maintenance – The vehicle manufacturer, Gomaco Trolley Company, prepared a service manual for the vehicles. Based on the requirements specified by Gomaco and the experience of other streetcar operating properties, HART has prepared a maintenance schedule for the vehicles in order to perform the required maintenance and document scheduled maintenance compliance.

In addition to the manufacturer’s requirements, the streetcar motormen/conductors perform detailed inspections of the vehicles prior to departing the yard. Items covered in the inspection include, but are not limited to, door mechanism operation, exterior and interior lighting, and air-conditioning functions.

Running Repairs – The maintenance staff is trained and equipped to perform repairs on the vehicles such as window replacement, brake and trolley shoe replacement, air conditioning servicing and repair, electrical troubleshooting and repair, truck and traction motor replacement, etc.

Heavy Repairs for Streetcars – Heavy repairs are defined as those repairs that require specialized equipment or labor to perform. Examples include replacement of the tread portion of the wheels, and rewinding of the traction motors. HART contracts for these types of services. However, there are some heavy repairs, such as paint and body repair, for which HART has the capacity at its Ybor Streetcar facility. HART performs repairs of this type via a work order.

D. OTHER OPERATIONS AND MAINTENANCE VEHICLES

In addition to the Streetcar Vehicles themselves, the Streetcar Division uses several other vehicles to assist in the operations and maintenance of the system. These vehicles include a pickup truck with air compressors for repair and maintenance of pneumatic equipment; a trailer with high pressure washing and degreasing equipment; a hydraulic overhead bucket truck for work on the overhead catenary system, and emergency recovery equipment with hydraulic jacks.

These vehicles are maintained and repaired at the HART Maintenance facility located at 4305 E. 21st Avenue. The Streetcar Division also has access to equipment owned by HART including a flatbed truck for moving large objects, and scissors lift platform for use during overhead line work.

E. YBOR STATION, MAINTENANCE YARD, AND OPERATIONS FACILITY

Ybor Station consists of a yard and maintenance/operations facility to support system operation. HART staff is responsible for maintaining this facility with the exception of specialized services.

The Dick Greco Plaza Transportation Center is an intermodal facility located in front of the Marriott Waterside Hotel and the Tampa Convention Center. The facility was constructed in a park-like setting at a high profile location and requires regular maintenance. The Center is cleaned every day and trash is picked up and the trash receptacles emptied throughout the day. HART contracts for landscaping services to ensure the vegetation is well maintained.

5. SYSTEM STAFF AND POLICY SUPPORT

The THS Board of Directors provides overall policy direction for the Streetcar System. THS Board of Directors members lead several committees dedicated to streetcar functions including operations, finance, and marketing.

In addition to the designated streetcar system staff, HART has employees in various departments from which to draw for support of maintenance and operation functions. This resource enables HART to provide system support in a more cost-effective manner than would be possible if it were necessary to hire and train additional staff to perform these functions. General oversight for all functions is provided by HART’s Chief Executive Officer. HART prepares an Annual Operations Budget for staffing, operations, and maintenance. System support functions anticipated are outlined in this section by division of responsibility.

A. SYSTEM MANAGEMENT AND STAFFING

HART provides staff for the operations and maintenance of the streetcar system as part of the contract between THS and HART. The Streetcar Department is dedicated to the fulfillment of this contract and is the only department in the HART organization whose entire activities are dedicated to the streetcar.

The Streetcar Department falls under the management of HART Customer Experience Department and is led by the Director of Streetcar Operations. Organizational charts for the Streetcar Division and other staff support services are available upon request.

Additional responsibilities include updating both the operating procedures and operating rules manual. This division also maintains, with support from HART’s Maintenance Department, all system configuration documents including technical specifications, designs, drawings, and approved modifications thereto.

The HART administrative staff provides support to the THS Board of Directors.

B. SYSTEM OPERATION

Motormen/conductors will be provided for the operation of the system. The number of motormen/conductors to be provided for each classification is determined by the Annual Operations Budget and service levels as approved by the THS Board of Directors.

C. CONTRACT OPERATIONS

HART contracts for special operations services such as secure revenue pick up service.

D. SYSTEM MAINTENANCE

HART is responsible for maintenance of the system. However, HART staff will not perform all of the maintenance for the system. HART coordinates with the City to perform maintenance related to the guideway and structures within the City owned right-of-way and traffic control system, and secure contractors for specialty areas.

HART Maintenance Staff – HART streetcar maintenance staff includes staff for vehicle maintenance, facilities maintenance, and line maintenance.

City Coordinated Maintenance – HART coordinates with the City for the performance of maintenance on the guideway, landscaping, traffic signal interaction, signage, drainage, hardscape, etc.

E. CONTRACT MAINTENANCE

HART may contract for services for which the agency does not have the expertise to perform or can be performed more cost effectively by others. Contract services by maintenance responsibility are outlined below.

Vehicle Maintenance

Electrical repair work such as armature winding

Heavy repair services such as re-profiling of streetcar wheels

Facilities Maintenance

Dick Greco Plaza Transportation Center landscape services

Line Maintenance

Traction power system

Track and switches

CSX crossing and interlocking

F. STAFF SUPPORT FROM OTHER HART DEPARTMENTS

In addition to dedicated staff, HART shall provide additional support through its various organizational departments. The support role each department plays is described below.

Accounting – Accounting is responsible for tracking all system expenditures (designated streetcar staff, support staff work orders and direct costs), revenues (fares, advertising and other potential sources), grants management, disbursements, preparation of the billing statements to THS, and financial reporting that complies with state and federal guidelines.

Communications/Electronic Technicians – There are no communications/electronics technicians designated for the streetcar system. All electronics and communications work necessary to support the operation of the streetcar system is performed on a work order basis.

Customer Service – The HART Customer Service team handles customer comments, concerns, and commendations for the TECO Line Streetcar.

Customers can submit concerns, suggestions, and commendations through any of the following

ways:

- 813-254-4278- This phone number is posted at all bus stops, all Streetcar Stations, and the TECO Line website.
- www.tecolinestreetcar.org
- www.gohart.org
- OneBusAway App
- SeeClickFix App

. The Manager of Streetcar Transportation investigates and responds to customer requests within ten days. Then, a monthly report that includes all comments and actions taken will be prepared for THS Board of Directors. Staff that receive commendations are recognized in monthly reports to the THS Board of Directors.

Operations Control Center – Serves as a command and control facility usually associated with rail fixed guideway (RFG) systems. The OCC serves as the main location from which all aspects of the system are controlled and operational decisions are made regarding normal and non-normal operations. The facility also serves as the primary, but not necessarily exclusive, point of coordination for all operational decisions affecting rail service. This coordination usually includes both internal disciplines as well as external elements involving emergency response agencies.

Facilities Maintenance – Support personnel for the streetcar system from HART’s facilities maintenance section consists of facilities maintenance technicians and route maintenance attendants.

Facilities Maintenance Technicians – HART has designated facilities maintenance technician to support the streetcar system. The need for additional technicians is met with support staff from the 21st Avenue facility on a work order basis. These technicians are responsible for the daily inspection of the system prior to the start of operations and for maintenance and repairs to the station stops, Ybor Station and the Dick Greco Plaza Transportation Center.

Human Resources – Human Resources is responsible for recruiting employees (job advertisements, selection, testing, and physicals), scheduling training and benefits coordination.

Maintenance Training – HART’s maintenance training staff worked with streetcar management staff and the vehicle manufacture to develop and implement a training program for the vehicle mechanics.

Marketing and Community Relations – This work group plays a major support role for the streetcar system. The department has responsibility for coordinating with THS’s Marketing Committee to develop and implement the marketing, public relations and community outreach programs to support the streetcar system. The department helps build awareness of the system to generate ridership and additionally functions as the media liaison. Other duties for this department include graphic design; preparation, publication and distribution of material; special events coordination; advertising sales; kiosk and onboard information development; station sign design coordination; etc. Staff also coordinates and develops informational materials for the public outreach meetings leading to the annual public hearing on the Special District Assessment for the streetcar, in addition to providing administrative and technical support in this process.

Mechanics – As indicated in Section 4 titled “Maintenance Plan,” HART has mechanics designated to Streetcar Vehicles.

Operational Training – This department is responsible for training all new streetcar motormen/conductors, and maintenance employees in the safe operation of the system. It also implements the annual retraining and certification of the motormen/conductors, as well as any specialty and remedial training.

Payroll – Payroll is responsible for tracking all staff related costs (hours worked, sick leave, vacations, insurance, etc.) and preparing the payroll for designated streetcar staff.

Procurement – Procurement is responsible for purchasing materials and contract services to support the streetcar system.

Risk Management – Risk management has a key support role in the operation and maintenance of the streetcar system. HART’s Risk Manager is responsible for purchasing all of the necessary insurance policies such as physical damage for the vehicles, property damage for the stations and workers compensation (excluding the policies related to the CSX crossing); accident investigation; and claims coordination with the City.

Safety and Security – This office prepares the required System Safety Program Plan (SSPP) for the operation of the system and the System Security and Emergency Preparedness Plan (SSEPP) that have been approved as required by the Florida Department of Transportation. The plans address key training, safety and security requirements. The plans also include accident/incident reporting and annual safety and security audit requirements. They also assist in accident and claims investigation, performs random and annual safety audits and the coordination for security during special events. Reports documenting these audits are provided to THS.

Service Attendants – HART has designated service attendants for the daily cleaning of the vehicles and stations. The need for additional service attendants is met utilizing service attendants from the 21st Avenue facility on a work order basis.

Strategic Planning and Program Development – The Department provides additional support to the streetcar system in conjunction with overall duties to the HART organization. This department is responsible for grant development and administration in coordination with the Finance Division Department; submitting quarterly financial and milestone progress reports to state and federal agencies on projects funded in grants and coordinating the annual update of HART’s Transit Development Plan; and collaborating with the Hillsborough County Metropolitan Planning Organization and Florida Department of Transportation (FDOT) regarding the MPO Transportation Improvement Program and the State Work Program Transportation Work Program. The Department is responsible for design and construction of major improvements or extensions to streetcar system. Other services provided by the Department, such as land use coordination, are offered to the streetcar division on an as-needed basis.

Vehicle Maintenance – Vehicle maintenance staff utilized to support the streetcar system include mechanics, and communications/electronic technicians.

G. SPONSORSHIP, MARKETING AND ADVERTISING PROGRAMS

Sponsorship Program – The Sponsorship Program for the System is designed to raise sponsorship contributions to the endowment fund controlled by THS, primarily through large scale cash investments based upon sale of naming rights to station stops and streetcars. Sponsorships are sold directly by THS and with the assistance of a contractor, with whom THS has a separate commission agreement. HART agrees that THS shall be permitted to sell naming rights on the streetcars in order to raise sponsorship revenue. Costs associated with installation, maintenance, and removal of signage and restoration of the streetcar if needed due to the removal of signage on the streetcars is part of the agreement negotiated with the individual sponsors. It is not currently the case, nor is it contemplated by the Parties, that HART, as Operator of the System has any responsibility for participation in the Sponsorship Program, nor will it incur any costs in connection therewith. HART shall have the right to participate in the negotiation of any sponsorship agreement where there are HART assets involved, or where HART shall be required to incur expenses. Revenue generated through the sale of sponsorships is generally paid directly to the City for credit to THS, but may be subject to individual negotiation.

Marketing and Advertising Programs – As part of the annual budget process, THS and HART will discuss and establish marketing and advertising programs and budgets. The marketing and advertising programs are overseen by the THS Board of Directors, with varying degrees of technical support by HART and/or its contractors.

Marketing Program – The Marketing Program raises awareness of the System, generates ridership and builds community relations. HART reports its marketing efforts to the THS Board at the monthly THS Board meetings. HART shall determine from time to time what staff is needed to support the Marketing Program upon instructions from the THS Board and whether or not there will be costs associated therewith which may require payment by THS.

Advertising Program – The Advertising Program specifies how advertising space on and in streetcar vehicles, at streetcar station stops, on the streetcar website, and on other identified venues, is sold and managed. The program is overseen by the THS Board with technical support from HART and the City. HART may provide certain advertising services to THS through specific Task Orders issued to HART contractors, if warranted by HART and up to the maximum levels approved by THS.

During the annual budget process, THS and HART will establish the marketing and advertising strategies for the year under discussion. THS and HART will also establish whether HART, a contractor to HART or THS, or a combination of the two will undertake work for separate programs; THS and HART shall also establish mechanisms, such as task orders, for contractors to execute work assignments. When the program stipulates HART staff participation, the program notes what level of staff involvement is included. If any additional HART support is required, beyond this, THS and HART will separately negotiate terms of participation and reimbursement when required.

If THS contracts directly with a contractor that provides such a service, said contractor will work with HART on a Task Order basis, of which a HART project manager will help manage along with THS.

Advertising contracts with THS shall be in writing, and shall not be enforceable against THS unless executed by an authorized corporate officer of THS.

Revenue from sales of advertising, either separately from efforts of THS, or through HART Contractor Task Orders shall be paid directly to the City for credit to THS. The City Accounting department accounts for revenue and expenses arising from the Advertising Program. Costs for installation are paid directly by the advertiser, either to HART, or HART-approved vendor. HART shall not be required to install any advertising signage on any streetcar vehicle or elsewhere in the System unless its costs are paid in full.

6. SYSTEM COST AND BUDGET

HART shall prepare and submit a line item Annual Operations Budget to THS. This budget must be approved by the THS Board of Directors, the HART Board of Directors, and the City. The line item budget must reflect all costs that will be directly incurred by the system, as well as costs that are allocated to the system for overhead and indirect maintenance and support from other HART departments. Based on the approved Annual Operations Budget, HART shall charge THS actual cost of operation for Basic Service, Extra Service (both in and outside of normal operating hours), Special Service, and an administrative fee to facilitate a Temporary Cease Service. HART shall track actual staff hours spent on streetcar tasks; this information shall be used by HART to develop the Annual Operations Budget.

HART may designate a portion of its grant funding to offset the cost to operate the system which may reduce the cost to THS.

The Annual Operations Budget shall also reflect any changes to the fare structure approved by THS and anticipated costs associated with HART's self-insurance pool.

A. BASE SERVICE MODIFICATIONS

To modify or change the hours of Base Service, HART requires 90 days in advance notice to allow for Operator markup and supervision adjustments. This applies to permanent increases, reductions, or static modifications to Base Service.

Base Service Increases – Base Service increases by up to 20 percent of the existing Base Service levels will be provided at the contracted Extra Service rate. To provide an increase in Base Service above 20 percent may result in an overall reduction in the Base Service rate and will have to be negotiated and the contract amended.

Base Service Reductions –The net reduction in cost to eliminate an hour of vehicle service is for the operator, power and some reduction in supervision. There will continue to be overhead and maintenance costs associated with basic operations of the system. The full value of the savings indicated above may not be realized for 45 to 90 days. HART will stop service as requested; however, it will take time to reorganize the labor force to satisfy labor contract provisions, and HART may have to continue to pay the labor force until the reorganization can occur. HART will work diligently to accomplish the reorganization as quickly as possible to help THS realize the cost savings needed to meet budget limitations.

Static Base Service Modifications – This section applies to requested changes to Base Service that do not result in an increase or reduction in the number of Base Service vehicle hours. For example, THS or the City may desire to reduce the service frequency on Sunday between 4:00 p.m. and 8:00 p.m. to 30 minutes, a reduction of eight vehicle hours of service per week, and add two extra vehicles on Saturday night between 9:00 p.m. and 1:00 a.m. Under this scenario the hourly rate would remain the same.

B. SERVICE PROFILES AND LEVELS

Service profiles and levels are determined in accordance with the Annual Operations Budget and service levels as approved by the THS Board of Directors each year.

Service levels may be changed from time to time, subject to approval of HART and THS and based upon needs of the system, revenue and cost considerations, and the rights of the City to curtail service as stated in the Tri-Party Agreement. Changes to service levels are only effective if duly adopted by a resolution of the THS Board of Directors.

7. CONTRACT ADMINISTRATION

This section discusses the financial Business Plan, the Annual Operations Budget, reimbursement for services and revenues, reporting, performance measures, and insurance liability.

A. THS BUSINESS PLAN AND HART ANNUAL WORK PLAN

THS Business Plan – HART has prepared a Business Plan for the streetcar system and this plan has been approved by the THS Board of Directors. This document is a twenty-year financial plan outlining assumptions concerning streetcar revenues and expenditures and may be reviewed and modified from time to time; however, if modified, THS must coordinate any required reviews or approvals with the City.

Annual Work Plan – Along with the preparation and approval of the Annual Operations Budget, HART shall report to THS on the elements of an annual work plan for the upcoming Fiscal Year to include, but not limited to:

- Contact designations as required by the Operator’s Agreement, Article III, Section 1
- Service levels and fare structure, as determined by the THS Board of Directors
- A breakdown of HART staff positions dedicated to the core operation and maintenance of the streetcar system
- Marketing and Advertising Programs, as described in Section 5G of this Operations and Maintenance Plan

B. ANNUAL OPERATIONS BUDGET

HART shall prepare the proposed Annual Operations Budget by June 30st of each year for approval by September 30th of each year. In the event THS fails to approve the budget prior to the start of the new fiscal year, the Annual Operations Budget for the previous year shall remain in effect, but may be increased up to 10 percent for the next fiscal year. It is important to note that the line items

in the Annual Operations Budget are estimates and the actual cost for the various line items may vary. Thus, the amounts paid for services are regulated by negotiated rates and may vary by hours.

C. REIMBURSEMENT AND REVENUES

HART will invoice the COT on behalf of THS each month for services provided. HART will submit the invoice within 30 days of the end of each month. The invoice will include credit for fare revenues, advertising revenue and any other revenue received by HART for the operation of the Streetcar System.

The COT on behalf of THS shall reimburse HART within fifteen (15) days of receiving the invoice or by the 15th of the following month, whichever comes first. HART will provide a monthly and year-to-date reconciliation of all revenues and expenses for operating the Streetcar System.

As the necessary insurance is purchased on an annual basis and is a large investment, HART requests the cost of insurance premiums two months prior to needing to make the insurance premium payment to cover the cost of the insurance. HART will reconcile the expense of these funds with each invoice.

Rates for service are negotiated annually based on the cost of regular operations, extra service requested, and special service requirements. Revenues are collected and deducted from invoices sent from HART to the COT on behalf of THS. Special Service revenues are handled through THS/COT and contracts with the service requestor.

D. REPORTING

Financial Reporting – HART has established a system for tracking and reporting revenues and expenses associated with streetcar system operation and maintenance such as grants, pass sales, cash fares, and other potential revenues that will be used to support the operation of the streetcar system. THS, through City staff, is responsible for tracking advertising revenue, endowment fund income, City non-ad valorem special assessment revenue, and revenues from the sale of vehicle and station naming rights. HART shall deliver financial reports to the CITY and THS no less frequently than quarterly.

Monthly Reporting – Along with the monthly invoice, HART shall provide operating, maintenance and performance reports sufficient to monitor the operations, maintenance and overall performance of the Streetcar System.

Operation Reporting – The operations portion of the report includes the following:

- Monthly ridership by fare type;
- Vehicle trips operated;
- ADA boardings;
- Number of accidents or incidents;
- Number of times the system was delayed for more than 10 minutes;
- Hours of Extra Service provided;
- Hours of Special Service provided;
- Number of complaints and corrections; and
- Number of compliments.

Maintenance Reporting – The maintenance portion of the report includes the following data:

- Number of traction power system failures;
- Number of vehicle failures and type;
- Number of preventive maintenance services; and
- Number of ADA bridge mechanism failures.

Performance Measures Reporting – HART shall make every effort to operate the Streetcar System at a high level of efficiency and reliability and at a minimum will comply with and report against each performance measure set forth below:

- 95 percent on-time departure from the scheduled end-of-line stations;
- Perform all scheduled vehicle maintenance in accordance manufacturer’s recommendations;
- Respond to all customer complaints within 72 hours of receipt (Monday through Friday);
- Pressure wash and clean all stations on a weekly basis or as needed before operation.
-

In addition to the above and commensurate with the preparation of the Annual Operations Budget, HART and THS may agree to additional performance measures that cover, for example, ridership productivity, service efficiency, safety, quality of service and on-time performance.

HART shall submit a monthly report to THS of its attainment against the established performance measures.

Annual Reports – By December 31st of each year, HART shall provide an annual report to THS on the previous fiscal year to include, but not limited to:

- A copy of safety audits required by the State; and
- A compilation of the monthly ridership, financial, operations and maintenance data referenced above.

E. RECORDS

HART will maintain all books, records, documents, and other evidence pertaining to this Operations and Maintenance Plan in accordance with Florida Statutes, and in a form and manner acceptable to HART and the City. Such records shall be available for inspection during business hours by authorized representatives of THS and the City.

Exhibit A
to the Operator's Agreement



STREETCAR SYSTEM
OPERATIONS AND MAINTENANCE PLAN
2023 – 2028

PREPARED BY:
HILLSBOROUGH TRANSIT AUTHORITY

PREPARED FOR:
TAMPA HISTORIC STREETCAR, INC.

Approved by THS Board of Directors
Approved by HART Board of Directors

TECO LINE STREETCAR SYSTEM OPERATIONS & MAINTENANCE PLAN 2023-2028

Hillsborough Transit Authority
October 2023

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1. INTRODUCTION

This is the Operations and Maintenance Plan referred to in the Operator's Agreement between Hillsborough Transit Authority (aka, Hillsborough Area Regional Transit) and the Tampa Historic Streetcar, Inc., and is effective October 1, 2023.

The Operator's Agreement, this Operations and Maintenance Plan and the Streetcar Tri-Party Agreement are written to work in harmony with one another. In the event of a conflict, it shall be resolved in the following order: the Streetcar Tri-Party Agreement, the Operator's Agreement and this Operations and Maintenance Plan.

The Operations and Maintenance Plan describes how HART will operate and maintain the Streetcar System consistent with the requirements of the Interlocal Agreement for the Tampa-Ybor Historic Electric Streetcar Project, the Streetcar Tri-Party Agreement and the Tampa Historic Streetcar, Inc. Business Plan.

A. DEFINITIONS

Capitalized terms used in this document, and not defined below or elsewhere herein, shall have the meanings set forth in the Operator's Agreement. When used in this Operations and Maintenance Plan, the following terms shall mean:

- ADA: Americans with Disabilities Act.
- CBD: Central Business District.
- CDL: Commercial Driver's License.
- City: City of Tampa.
- CSX: CSX Corporation.
- FRA: Federal Railroad Administration.
- FTA: Federal Transit Administration
- Fiscal Year: Starts October 1st of a year, and ends September 30th of the following year.
- HART: Hillsborough Transit Authority, also known as Hillsborough Area Regional Transit.
- Interlocal Agreement: "Interlocal Agreement for the Tampa-Ybor Historic Electric Streetcar Project", dated June 6, 1998, and executed by HART and the City.
- OCS: Overhead Catenary System.
- O&M Plan: Operations and Maintenance Plan.

-
- SSEPP: System Safety and Emergency Preparedness Plan.
- SSPP: System Safety Program Plan.
- TECO: Tampa Electric Company.
- Tri-Party Agreement: the “Streetcar Tri-Party Agreement”, dated December 17, 2001, and executed by HART, the City and THS.
- THS: Tampa Historic Streetcar, Inc.

B. STREETCAR SYSTEM DESCRIPTION

The Streetcar System is a conventional electric rail transit system approximately 2.7 miles in length, as illustrated in the Streetcar System Map contained in this document. The Streetcar System is designed to function as a single-track, bi-directional system with passing tracks to permit the meeting and passing of vehicles traveling in opposite directions. Streetcars operate by line of sight with one direction having right-of-way over the other. Streetcars traveling in the opposite direction must pull into designated passing tracks, depending on the number of vehicles in operation. The streetcar tracks do not share vehicle travel lanes, and are separated from traffic by low barriers, warning signs, pavement striping, or landscaping. At signalized intersections, a separate signal linked to the traffic control system for the streetcar motormen/conductors reduces the need for the streetcar motorman/conductor to watch the traffic control device.

Phase I of the system, with the exception of Ybor Station and the Dick Greco Plaza Transportation Center, was constructed under a contract with the City and is located on City owned or controlled right-of-way. Phase IIa of the system was constructed by HART on City owned or controlled right-of-way, except for that portion of the passing track which lies on the HART controlled easement between Brorein Street and Cumberland Avenue.

The Streetcar System operates over a 2.7-mile route that begins at the intersection of Whiting Street and Franklin Street and travels South along Franklin Street to the Dick Greco Plaza Transportation Center at the intersection of Franklin Street and Water Street, runs eastward along the north side of Water Street to Channelside Drive, thence along Channelside Drive to 13th Street, following the alignment of 13th Street across the CSX railroad to 8th Avenue in Ybor City, where the alignment turns east along the north side of 8th Avenue to 20th Street. It involves a single-track bi-directional line with six (6) passing tracks. This configuration provides the flexibility needed to enable the operation of the eight (8) replica double-track streetcars, one (1) breezer style streetcar, and the single-track streetcar (hereafter, Birney) restored by The Tampa & Ybor City Street Railway Society and owned by HART.

The system has eleven (11) stations each of which include a covered waiting area, a specially designed high block and bridge mechanism to comply with guidelines established by the ADA, enhanced lighting, and patron amenities such as benches, trash receptacles, and information kiosks. This includes the intermodal facility known as the Dick Greco Plaza Transportation Center located in

front of the Tampa Convention Center. The Dick Greco Plaza Transportation Center includes a
Streetcar Operations and Maintenance Plan 2023-2027

covered shelter, bus bays for both transit and charter buses, and a taxi queuing area. Ybor Station serves as the system yard and maintenance facility and was constructed on the block bound by 13th Street, 7th Avenue, Nuccio Parkway, and 6th Avenue in Ybor City to support the operation of the system.

C. OPERATION

The Streetcar System's operating days, hours, and service frequency are approved annually and documented as part of the Annual Operations Budget.

Operation is governed by line-of-sight and "hard meets" because the vehicles must meet at designated sidings depending on how many vehicles are in operation.

The number of vehicles required for the Base Service is set forth in the Annual Operations Budget. Service beyond Base Service is classified as Extra Service or Special Service.

D. AVERAGE OPERATING SPEED AND RUNNING TIME

The average operating speed of the streetcar is 8.5 miles per hour with a one way running time of 20 minutes. Slower speeds may be experienced during peak traffic periods.

E. FLEET SIZE AND DESCRIPTION

Eight (8) replica streetcars, owned by HART, shall be used to provide service. An open air breezer car, and the Birney, may be used by HART to provide service.

F. MAINTENANCE PLAN

HART shall provide a clean, safe, reliable, and cost-effective operation and shall maintain the Streetcar System as outlined in the Maintenance Plan in Section 4, below.

G. FARE STRUCTURE

THS Board of Directors shall establish the fare structure for the Streetcar System from time to time, by passage of specific Board resolutions. HART shall collect all revenue from the sale of streetcar fare instruments and credit THS for all revenue from the sale of streetcar-only fare instruments.

H. ORGANIZATION AND STAFFING

HART shall provide a Director of Streetcar Operations and core operations and maintenance personnel who are fully dedicated to support this O&M Plan. Dedicated positions shall be set forth each year in the Annual Operations Budget. Other personnel needed in a part-time capacity to support the O&M Plan shall include:

- Chief Executive Officer (CEO): to provide overall policy direction to the THS Board of Directors and oversee all streetcar employees.
- Administrative Staff: to support the THS Board of Directors.
- Chief of Maintenance and Transportation: to manage the day-to-day service delivery and employee supervision.
- Safety and Security: to maintain safety and security for the system.
- Training: to deliver operational testing and training programs.
-
- Other Support Staff: to support the Streetcar System on a work order basis. The rate charged for Other Support Staff shall not include administrative overhead, and is limited to the hourly wage rate and benefits.

I. OPERATING COSTS

HART will propose an annual line item budget to THS to support Base Service for each Fiscal Year. The proposed budget shall be approved by HART, THS, and the City. Once approved, HART will convert the budget into an hourly rate per hour for Base, Extra and Special Services, both in and outside of normal operating hours. This rate will be the basis for monthly invoices submitted by HART to THS. Farebox, grant or other revenues approved for the Annual Operations Budget shall be deducted from monthly invoices. Any changes to the fare structure that are approved by THS will be reflected in the Annual Operations Budget.

2. STREETCAR SYSTEM DESCRIPTION

The Streetcar System operates over a 2.7-mile route that begins at the intersection of Franklin Street and Whiting Street and runs South along Franklin Street to the Dick Greco Plaza Transportation Center at the intersection of Franklin Street and Water Street, runs eastward along the north side of Water Street to Channelside Drive, thence along Channelside Drive to 13th Street, following the alignment of 13th Street across the CSX Railroad to 8th Avenue in Ybor City, where the alignment turns east along the north side of 8th Avenue to 20th Street. The line is strategically located to provide convenient service between the Ybor City Historic District, hotels, the Tampa Convention Center, major entertainment venues, multiple cruise terminals, Amalie Arena the Florida Aquarium, parking facilities, and residences.

Phase IIa of the Streetcar System is a 0.3 mile extension that connects at the west terminus of Phase I. Phase IIa runs along the east side of Franklin Street from Dick Greco Transportation Center, just south of Channelside Drive, to a new terminus south of Whiting Street in downtown Tampa. A passing

The system has eleven (11) stations each of which include a covered waiting area, a specially designed high block and bridge mechanism to comply with guidelines established by the ADA, enhanced lighting, and patron amenities such as benches, trash receptacles, and information kiosks. This includes the intermodal facility known as the Dick Greco Plaza Transportation Center located in front of the Tampa Convention Center . The Center includes a covered shelter, bus bays for both transit and charter buses, and a taxi queuing area. Ybor Station serves as the system yard and maintenance facility and was constructed on the block bound by 13th Street, 7th Avenue, Nuccio Parkway, and 6th Avenue in Ybor City to support the operation of the system.

A. ALIGNMENT

The 2.7 mile Streetcar System has seven (7) passing tracks that allow vehicles traveling in opposite directions to meet and pass. Passing tracks are located at:

- Franklin Street between Cumberland Avenue and Brorein Street
- Old Water Street between Franklin Street and Morgan Street
- Channelside Drive in front of the Channelside at Garrison entertainment complex
- Channelside Drive between York and Harbor Streets
- Channelside Drive between Adamo Drive and 2nd Avenue
- 13th Street between 6th and 8th Avenues in Ybor City
- 8th Avenue between 16th and 17th Streets

Each of the passing tracks can accommodate at least two streetcars traveling in each direction. In addition, two of the passing track locations (between Franklin Street and Morgan Street and Channelside Drive between York Street and Harbor Street) have capacity to accommodate the entire fleet if necessary. Another key feature of the alignment is an at-grade crossing of the CSX Railroad's Tampa Terminal Subdivision located near the old alignment of 13th Street and 5th Avenue in Ybor City. This crossing is a rail-to-rail diamond protected by signals that CSX trains, Amtrak, and streetcars activate. However, because the CSX freight trains travel at a higher speed than the streetcars and require a longer distance to stop, the point at which the CSX trains will activate the signals is considerably farther from the crossing than for the Streetcar System. As a result, the CSX trains receive preference at the crossing, which greatly reduces the accident potential at this location.

B. STATION STOPS

The locations of the TECO Line Streetcar System's eleven (11) station stops are illustrated in the map below Stations are located at:

- Franklin Street and Whiting Street (Whiting Station);
- Franklin Street and Old Water Street (Dick Greco Plaza Transportation Center);
- Old Water Street and Morgan Street (HSBC Station);
- Channelside and Beneficial Drives (Amalie Arena Station);
- Channelside Drive and the Florida Aquarium (Cumberland Avenue Station);
- Channelside Drive and York Street (York Street Station);

- Channelside Drive and Kennedy (Publix Station);
- 13th Street and 8th Avenue (Cadrecha Plaza Station);
- 8th Avenue between Republica de Cuba and 15th Street (StreetcarSociety Station);
- 8th Avenue between 16th and 17th Streets (Centro Ybor Station); and
- 8th Avenue at 20th Street (Centennial Park Station).

Each station stop includes a low-level platform for general boarding and a high-block platform for access by both a ramp and stairs for persons with disabilities. A bridge plate mounted to the high-block is lowered into the streetcar to facilitate access to the vehicle. When not in use, the bridge plate is locked in the up or vertical position. General boarding is accomplished from the low-level platforms where persons board via the front door and alight via the rear door.

In addition, each station stop has a canopy to provide protection from the sun and inclement weather, benches, trash receptacles, lighting, and a two-sided backlit information kiosk. One side of the kiosk has a system map with a venue key and schedule information; the other a station-specific map with a venue key. Stations throughout the system, although sharing features and amenities, reflect the design characteristics of the district in which they are located: the Channel District stations appear different from those in Ybor City, though each is functionally consistent.

STREETCAR SYSTEM MAP



Update Map

C. TRACTION POWER SYSTEM

Power to operate the system is provided by two 1½-megawatt substations that convert commercial alternating current (ac) provided by TECO to 600 volts of direct current (dc). Each substation has sufficient capacity to operate the system independently. Should one of the substations fail each substation is supplied power from a different TECO grid. Unless there is a complete power failure, the system is able to function. From the substations, the power is distributed to the vehicles via overhead wires supported by poles with cantilever arms. Poles extending from the vehicles make contact with the wire to provide power to the vehicles.

D. YBOR STATION, MAINTENANCE YARD, AND OPERATIONS FACILITY

Constructed by HART, Ybor Station houses the yard, maintenance and operations facility for the Streetcar System. The site is located in Ybor City on the block owned by the City and leased by HART, which is bound by 6th Avenue to the south, 13th Street on the east, 7th Avenue to the north, and Nuccio Parkway on the west. The first phase has sufficient capacity to accommodate the storage and maintenance of up to twelve (12) streetcars. In addition to the yard and the building to support maintenance and operation of the system, the site includes a small park and pedestrian improvements. The third floor of this facility accommodates HART executive and administrative offices.

The facility includes offices, locker rooms, restroom facilities, storage, , two work pits, hydraulic jacks and equipment to maintain the fleet. HART has provided all of the specialized equipment needed to clean and maintain the vehicles. Heavy repairs such as collision damage are also performed at this facility. HART provides tools, office furniture, lockers, telephones, radio equipment, fare collection equipment, and computer equipment.

E. DICK GRECO PLAZA TRANSPORTATION CENTER

The Dick Greco Plaza Transportation Center is an intermodal facility that provides access and connection between pedestrians, the streetcar system, HART buses, , tour buses, and taxis. The facility site is located in front of the Tampa Convention Center on the southern half of the block (approximately) bound by Water Street to the south, Florida Avenue on the east, Channelside Drive to the north, and Franklin Street on the west. The streetcar alignment approaches the site from the south-southeast and crosses the site diagonally. The design of this station stop differs from the other ten station stops in a number of ways. It is much larger due to the location and planned usage and it includes bus bays and a taxi queuing area, extensive landscaping, pedestrian pathways, and space for vendors. HART owns the site and may plan for the joint development of the site in order to generate revenue for on-going transit operations.

F. VEHICLES

HART owns eight (8) historic replica streetcars for the system designed to HART's specifications. Each vehicle is approximately 46 feet long and 8 feet 6 inches wide. The vehicles are steel-framed with double four-wheeled trucks and four 25-hp GE traction motors mounted on Peter Witt-style trucks from ATM of Milan, Italy. The streetcars operate on 600 volts of direct current provided by an overhead power distribution system. Each vehicle weighs approximately 48,000 pounds and has a maximum operating speed of 30 mph. The capacity of each vehicle is 44 seated, with space for 40 standing passengers. Key features of the vehicle include:

- All-steel unibody-welded construction;
- Color coordinated non-slip vinyl flooring;
- An interior finished in oak paneling;
- Oak and cherry wood flip seats;
- Electrically-operated doors with a sensing edge to prevent passengers from being trapped in the doors;
- Air conditioning with insulation and special glass to support the air conditioning system;
- An inverter to convert the 600 volt dc current to 220 volt ac current for the air conditioning, 110 volt ac for lighting, and both 12 and 24 volt dc for the operation of other onboard systems including emergency power;
- An operator's compartment at each end of the vehicle, including controls;
- An electronic fare box at each end capable of accepting cash, tokens and magnetic encoded cards;
- A public announcement system with eight speakers per vehicle;
- Areas for interior advertising cards and holders for information;
- Areas for two small video screens for advertising, transit and public information;
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- Area at both ends of the vehicle for up to two wheelchairs that can also be used for patrons with bicycles.

HART also purchased an open air breezer streetcar originally built by Gomaco in 1984. It is used when weather permits and requires a motorman and a conductor to operate. There is also a single truck Birney car (#163) from the original system in Tampa, but this car is only used for special events.

3. OPERATING POLICIES

This section provides the detail of how HART provides streetcar system service and how it relates to the budget. In addition to staff support for the system, HART provides support vehicles, radios, fare collection and revenue counting equipment, and all tools and equipment necessary to support the operation and maintenance of the Streetcar System.

A. SERVICE POLICY

Three types of service have been identified by the THS. Each is defined and discussed in the Operator's Agreement.

Base Service – Base Service is defined as the day-to-day service frequency and hours of operation. The approved Annual Operations Budget defines the service frequency and hours of operation for basic service as approved by the THS Board.

The Base Service level is the basis for the Annual Operations Budget. All anticipated functions, manpower needs, and direct and indirect costs in the Annual Operations Budget are based on this service level.

Extra Service – Extra service is defined as service that exceeds the Base Service level. Extra Service includes the use of additional vehicles to provide more capacity or increase service frequency; or additional hours of service, either starting earlier or operating later than required to provide Base Service; or a combination of the two. The rate for this service within the Base Service hours and the rate for Extra Service outside of the Base Service hours are recalculated annually and approved as part of the Annual Operations Budget.

Extra Service shall be undertaken only when authorized in advance by the THS Board. Extra service is reported to the THS Board on a monthly basis.

Special Service – Special service is defined in the Operator’s Agreement. Requests for service are made to HART; THS sets the rate for the service and receives payment. HART reports to the THS Board the number of streetcars used for the service, the length of the service, and the number of riders. The ability to provide service is dependent on the availability of vehicles. HART bills THS for Special Service at the fully allocated service rate (as required by the FTA for Charter Service) times the number of hours with a one – hour minimum. In addition to HART’s annually calculated cost to provide this service, THS adds a small profit. Special Service shall be undertaken only when authorized in advance by the THS Board, and as permitted by applicable regulations including those promulgated by the FTA.

B. RUNNING TIME

The running time is the time required to travel from one end of the system to the other and is determined by using a computerized model based on a number of assumptions. Assumptions include: the rate of vehicle acceleration and deceleration, maximum vehicle speed, length of the route, distance between stations, station dwell time, and delays anticipated at intersections. As verified by actual running time, the average running time is approximately 20 minutes. This time may vary depending on the number of vehicles in operation and other factors.

C. OPERATING SPEED

Streetcar vehicles shall be operated at a safe speed, in accordance with applicable all laws and regulations. The maximum operating speed is 30 mph and the average operating speed varies based upon service frequency.

D. VEHICLE AND SYSTEM CAPACITY

Each vehicle is designed to accommodate up to 84 passengers (44 seated and 40 standing). The system will permit up to 7.5-minute headways with up to eight (8) vehicles, or a vehicle in each direction every 7.5 minutes. In addition, should there be a need to operate additional vehicles in Special Service; each siding has sufficient capacity for at least two streetcars at the same time.

E. OPERATIONS AND STAFFING

A breakdown of the HART staff positions dedicated to the core operation and maintenance of the streetcar system shall be set forth each year in the Annual Operations Budget in accordance with service levels as approved by THS.

Management Positions – The Director of Streetcar Operations and the Manager of Streetcar Transportation are responsible for operations and maintenance of the streetcar.

Motormen/Conductors – All motormen/conductors are subject to the same federally mandated requirements for drug and alcohol testing.

Selection and Training – All motormen/conductors go through a rigorous selection and training process regardless of the classification and are subject to physical examinations and drug and alcohol testing.

Selection – Motormen/Conductors are selected based on their past work record, which includes safety and reliability, their physical ability to perform the work, and their communication and interpersonal skills. HART's existing motormen/conductors and bus system employees have selection preference for some of the positions.

Training – Classroom training includes operating procedures, operating rules, customer service and relations, and sensitivity training. The vehicle operation training ensures familiarity with the vehicle, and includes learning to operate the vehicle, running the schedule under all circumstances that might occur, and staging incidents that might involve fire and rescue as required as a part of system safety certification plan. Each motorman/conductor receives a weekly briefing on upcoming events and activities occurring along the corridor and the broader service area. Each operator is required to pass a physical and to be re-certified on the operating rules and procedures annually.

Training Program Development – Training programs have been developed and delivered by HART's Training Department and will be further refined for the motormen/conductors and the various maintenance employees that support the system.

Motorman/Conductor Training – The motorman/conductor training program consists of both classroom and field training. All of the motorman/conductors, regardless of their classification, will be required to complete four weeks of classroom training that includes operating procedures, operating safety rules, instruction on the use of the interlocking with CSX, and communications.

The field training portion of the program will provide hands-on instruction on the operation of the vehicles, problem troubleshooting, use of the ADA bridge mechanism, grade crossing interaction, the use of the on-board communications equipment, braking and acceleration, scheduling, operation of the interlocking with CSX, safety, and emergency situations. This four-week program will be developed to address requirements in the approved State System Safety Program Plan (SSPP) and the System Safety and Emergency Preparedness Plan (SSEPP). Field training can be provided by experienced Motormen/Conductor Certified Operating Instructors.

All motormen/conductors must go through refresher training annually to maintain their certification to operate the streetcar. Maintenance workers who move streetcars must be trained

and certified to operate the streetcars.

Maintenance Training – Separate programs have been developed for maintenance of the vehicles, facilities and the right of way.

Vehicle Maintenance Training – The vehicle maintenance program will be is designed to provide classroom training and hands-on training. Classroom training will consist of vehicle systems such as air conditioning, hydraulic and electrical systems; vehicle construction; trouble shooting; safety; inspection requirements; and record keeping. The hands-on training consists of vehicle inspection, safety, staged trouble shooting exercises, system checks on all of the vehicles, and operation of the vehicles.

Facilities Maintenance Training – The facilities maintenance program is designed to provide classroom training and field training. Classroom training will consist of familiarity with the design, and the function of systems and equipment for Ybor Station and the station stops; safety; operation, inspection, lubrication, adjustment, and repair of switches; pre-startup inspection procedures; and inspection records requirements. Field training consists of actual inspections of switches and ADA bridge mechanisms, safety, lubrication and adjustments to switches.

Line Maintenance Training – The line maintenance program includes a combination of classroom and field training that covers inspection procedures, maintenance requirements, schedules, reporting, safety, and public interaction.

In addition to staff support for the system, HART provides support vehicles, radios, fare collection and revenue counting equipment, and all tools and equipment necessary to support the operation and maintenance of the streetcar system.

Motorman/Conductor Uniforms – Uniforms are provided for each motorman/conductor. All motormen/conductors wear a uniform that resembles those worn by the motormen of the original system in Tampa.

F. COMMUNICATIONS

Communications, which include radio and onboard sources, are an important element of this system.

Radio – HART has provided a streetcar radio frequency to enable motormen/conductors to communicate with HART’s Rail Control and other streetcar motormen/conductors. Motormen/conductors notify Rail Control of an incident or situation that requires assistance.

The open channel allows all the motormen/conductors to hear all conversations between the motormen/conductors and the dispatcher. For example, if a motorman/conductor knows that a disabled person is deboarding at the next stop, the motorman/conductor must announce the vehicle's location and that a stop is about to be made. This is an indication to all motormen/conductors to slow down so that they are not waiting at the meet point for an extended period of time. All of the vehicles have been pre-wired for either a radio or a charging station for a handheld radio at each end of the vehicle.

Onboard – HART shall provide onboard communication systems consisting of a public announcement system.

- **Public Address System** – HART provided a Public Address system on all regular service Streetcar Vehicles. The motormen/conductors make announcements to direct the patrons using the system. Microphones have been provided at both ends of the vehicles. .
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G. ADA BOARDINGS

The station stops and vehicles have been designed to load disabled customers via a high-block platform and a bridge mechanism. The high-block platform is accessed via ramp. When a motorman/conductor notices or is made aware that a customer requires the use of the bridge mechanism, the motorman/conductor announces on open radio the location and direction of the vehicle and that an ADA stop will be made. Once the motorman/conductor has stopped at the high-block platform, the motorman/conductor opens the appropriate rear door and advises all departing passengers to deboard via the open rear door. After closing the rear door, the motorman/conductor opens the forward door and unlocks the bridge mechanism, adjusting the mechanism so that it will lower between the open doors. The motorman/conductor then lowers the bridge mechanism and loads or unloads the customer.

Once the customer is onboard, the motorman/conductor secures the wheelchair in place. Each vehicle has four designated wheelchair securement locations (two at each end of the vehicle), complete with securement devices and a stop request button so that the patron can notify the motorman/conductor when they are ready to leave the vehicle. Prior to raising the bridge mechanism, the motorman/conductor loads all waiting passengers over the bridge mechanism. Once all waiting passengers have been loaded, the motorman/conductor raises and locks the bridge mechanism in place prior to departing for the next station.

HART shall provide and maintain a portable ADA ramp to use with the streetcars. When a temporary station is erected for an event, the ramp can be used to ensure the temporary stop is ADA compliant.

H. GRADE CROSSINGS

Motorman/conductor must abide by vehicular traffic signs and signals. To enhance grade crossing safety, HART shall utilize an Opticom or similar system. Transmitters on the vehicles send a signal to a receiver at intersections, activating flashing lights located at all cross streets. In addition, at all signalized intersections the Opticom system will interact with the traffic control device to reduce the need for the motorman/conductor to have to monitor the traffic control device.

I. CSX CROSSING AND CROSSING PROTOCOLS

CSX Transportation installed a fully signalized interlocking to control the traffic flow across its Tampa Terminal Subdivision near the intersection of old 13th Street and between 4th and 5th Avenues. The operational procedures governing this crossing were approved by the Federal Railroad Administration (FRA) pursuant to a petition from HART for a waiver of FRA regulations. All of the motormen/conductors and designated streetcar management staff are required to take a course and test on CSX Operating Rules related to interlocking usage. In the event of interlocking failure, instructions on how to cross the CSX track are posted at the interlocking.

The evolution of procedures for crossing the CSX interlocking is also subject to FRA approval for specific time periods. As this evolution continues, HART will update the Operations Rules and Procedures Manual to address the new protocols and FRA waiver renewals.

J. SAFETY AND SECURITY

Federal and State law require safety and security plans be in place for the operation of the system. HART periodically updates the System Safety Program Plan (SSPP) and the System Safety and Emergency Preparedness Plan (SSEPP) and submits it to the Florida Department of Transportation (FDOT) for approval. The approved System Safety Program Plan will replace earlier versions and be provided to the City and THS. In addition, the system must go through annual safety self-audits as well as a safety compliance review every three years. These will be completed by HART and the annual safety self-audit shall be presented to the THS Board on an annual basis with the commencement of each fiscal year of THS.

HART has anticipated that there will be times when security may be needed and has included a line item in the Annual Operations Budget for security. Specifically, HART will retain security personnel as necessary.

K. EMERGENCY OPERATION

Emergency operations include accidents, a loss of power, natural disasters or any event that interrupts service. HART maintains a SSEPP that addresses all of these types of events. The SSEPP includes a Crisis Management section prepared by HART to help assure the timely, orderly flow of information to the community during a natural disaster or other situations. For example, in the event there is a loss of power to the system, HART may provide vehicles to deliver service along the route for the same hourly rate as Basic Service.

4. MAINTENANCE PLAN

This section provides the detail for achieving HART's maintenance concept – to provide the cleanest, safest possible environment for patrons of the streetcar system – and how it relates to the Annual Operations Budget. Any reference to maintenance obligations in this Plan, does not include any major repairs, replacement or improvement of the capital assets.

A. MAINTENANCE STAFFING

HART assigns management and supervisory staff as needed to the streetcar system. Management has a strong background in the light rail maintenance field.

Vehicle Maintenance – HART has qualified mechanics designated for maintenance of streetcar vehicles. In addition to the mechanics, HART provides designated service attendants to clean and service the vehicles.

Facilities Maintenance – HART provides full-time facilities maintenance technicians to the streetcar system. Assignments performed include the inspection of switches, overhead traction power distribution system, ADA bridge mechanisms, and maintenance of Ybor Station.

Line Maintenance – Route maintenance attendants are responsible for the complete cleaning of the stations before the start of service each day, throughout the service period, and for light maintenance of the stations.

B. SYSTEM MAINTENANCE

This section outlines the level to which the various facilities that comprise the streetcar system are maintained and which entity maintains them. As a project system built by HART and the City, each party is responsible for major repairs and replacement of the capital assets they contributed to the system. In some cases, HART does not retain employees with the specific expertise to maintain some of the facilities and it is more cost effective to contract for these services. These services are also identified below. System maintenance consists of the line, vehicles, Ybor Station and the Dick Greco Plaza Transportation Center.

Line Maintenance – Line maintenance consists of track and switches, traction power, station stops, the CSX crossing, and right-of-way. All except the CSX crossing are located in City owned or controlled right-of-way. HART works closely with the City on many of the line maintenance activities. The City will be responsible for vehicle intersection crossings, street lighting, storm water drains, and other city-owned facilities.

Track and Switches – This facility category includes both embedded (encased in concrete) and ballasted (standard railroad construction) elements.

Embedded Track and Switches – Embedded or concrete encased track and switches require very little maintenance. However, the switches require daily inspection, regular cleaning and lubrication, adjustment, and repairs to the switch points and frogs. HART performs the daily inspection and cleans, lubricates and adjusts the switches on a weekly basis. Reports are prepared for all of these activities. To facilitate repairs to switch points

and frogs, HART contracts for these services with a qualified railroad contractor on an as needed basis. Necessary work is based on unit prices obtained during the bid process.

Ballasted Track and Switches – The maintenance requirements for the ballasted track and switches is expected to be the same as the embedded section. Exceptions include possible vegetation and trash. HART inspects and picks up any trash in this section on a daily basis, and cleans, lubricates and adjusts the switches on a weekly basis or as needed. HART works with the City to control the vegetation with a weed spray program for this section.

Traction Power System – The traction power system includes the sub-stations, overhead power distribution system (poles, cross members, and wires) and cathodic protection devices. The traction power system requires maintenance which includes inspection and possibly the replacement of the sacrificial anodes used to diminish the damage to underground utilities due to stray current (cathodic protection). HART has contracts for this service as needed.

Right-Of-Way – Right-of-way includes a wide range of elements such as drainage, hard surfaces, landscaping, signage, and grade crossing protection. HART coordinates the maintenance related to the right-of-way elements within the City owned or controlled right-of-way.

Station Stops – The station stops are located within the right-of-way. As a result, HART coordinates with the City on maintenance requirements. HART performs the following maintenance at the station stops:

- All station stops are cleaned each day prior to the start of service. Cleaning consists of emptying the trash, removal of gum, and replacement of light bulbs.
- All stations are pressure washed on a weekly basis.
- In addition to the initial emptying of trash, trash is emptied as required during the service period.
- All kiosk information panels and signage is maintained and stocked regularly.
- Station stops are inspected at least once during every day of operation and a condition report is filed.
- The ADA bridge mechanisms are inspected and cycled Monday through Friday and lubricated.
- Repairs to the ADA bridge mechanisms are made immediately after notification of failure.
- Graffiti is removed within 24 hours of notification.

CSX Crossing – Under the terms of CSX's union agreements, CSX must perform all maintenance for the track and interlocking. The City has executed a contract with CSX for the performance of all maintenance related to the crossing.

C. STREETCAR VEHICLE MAINTENANCE

Vehicle maintenance falls into two classifications: basic or routine and heavy repair. HART performs all basic maintenance and a portion of the heavy repair. Non-streetcar vehicles used by the Streetcar Division are discussed under Other Operations and Maintenance Vehicles.

Basic Maintenance – Basic maintenance includes cleaning, servicing, preventive maintenance, and running repairs.

Cleaning – Each vehicle has its exterior checked for cleanliness and washed as necessary and the interior cleaned prior to going into service. The interior cleaning consists of mopping the floor, cleaning of windows, trash removal, restocking public information materials, and wiping down of the seats. The brass on each vehicle is polished as needed.

Preventive Maintenance – The vehicle manufacturer, Gomaco Trolley Company, prepared a service manual for the vehicles. Based on the requirements specified by Gomaco and the experience of other streetcar operating properties, HART has prepared a maintenance schedule for the vehicles in order to perform the required maintenance and document scheduled maintenance compliance.

In addition to the manufacturer’s requirements, the streetcar motormen/conductors perform detailed inspections of the vehicles prior to departing the yard. Items covered in the inspection include, but are not limited to, door mechanism operation, exterior and interior lighting, and air-conditioning functions.

Running Repairs – The maintenance staff is trained and equipped to perform repairs on the vehicles such as window replacement, brake and trolley shoe replacement, air conditioning servicing and repair, electrical troubleshooting and repair, truck and traction motor replacement, etc.

Heavy Repairs for Streetcars – Heavy repairs are defined as those repairs that require specialized equipment or labor to perform. Examples include replacement of the tread portion of the wheels, and rewinding of the traction motors. HART contracts for these types of services. However, there are some heavy repairs, such as paint and body repair, for which HART has the capacity at its Ybor Streetcar facility. HART performs repairs of this type via a work order.

D. OTHER OPERATIONS AND MAINTENANCE VEHICLES

In addition to the Streetcar Vehicles themselves, the Streetcar Division uses several other vehicles to assist in the operations and maintenance of the system. These vehicles include a pickup truck with air compressors for repair and maintenance of pneumatic equipment; a trailer with high pressure washing and degreasing equipment; a hydraulic overhead bucket truck for work on the overhead catenary system, and emergency recovery equipment with hydraulic jacks.

These vehicles are maintained and repaired at the HART Maintenance facility located at 4305 E. 21st Avenue. The Streetcar Division also has access to equipment owned by HART including a flatbed truck for moving large objects, and scissors lift platform for use during overhead line work.

E. YBOR STATION, MAINTENANCE YARD, AND OPERATIONS FACILITY

Ybor Station consists of a yard and maintenance/operations facility to support system operation. HART staff is responsible for maintaining this facility with the exception of specialized services.

The Dick Greco Plaza Transportation Center is an intermodal facility located in front of the Marriott Waterside Hotel and the Tampa Convention Center. The facility was constructed in a park-like setting at a high profile location and requires regular maintenance. The Center is cleaned every day and trash is picked up and the trash receptacles emptied throughout the day. HART contracts for landscaping services to ensure the vegetation is well maintained.

5. SYSTEM STAFF AND POLICY SUPPORT

The THS Board of Directors provides overall policy direction for the Streetcar System. THS Board of Directors members lead several committees dedicated to streetcar functions including operations, finance, and marketing.

In addition to the designated streetcar system staff, HART has employees in various departments from which to draw for support of maintenance and operation functions. This resource enables HART to provide system support in a more cost-effective manner than would be possible if it were necessary to hire and train additional staff to perform these functions. General oversight for all functions is provided by HART's Chief Executive Officer. HART prepares an Annual Operations Budget for staffing, operations, and maintenance. System support functions anticipated are outlined in this section by division of responsibility.

A. SYSTEM MANAGEMENT AND STAFFING

HART provides staff for the operations and maintenance of the streetcar system as part of the contract between THS and HART. The Streetcar Department is dedicated to the fulfillment of this contract and is the only department in the HART organization whose entire activities are dedicated to the streetcar.

The Streetcar Department falls under the management of HART Customer Experience Department and is led by the Director of Streetcar Operations. Organizational charts for the Streetcar Division and other staff support services are available upon request.

Additional responsibilities include updating both the operating procedures and operating rules manual. This division also maintains, with support from HART's Maintenance Department, all system configuration documents including technical specifications, designs, drawings, and approved modifications thereto.

The HART administrative staff provides support to the THS Board of Directors.

B. SYSTEM OPERATION

Motormen/conductors will be provided for the operation of the system. The number of motormen/conductors to be provided for each classification is determined by the Annual Operations Budget and service levels as approved by the THS Board of Directors.

C. CONTRACT OPERATIONS

HART contracts for special operations services such as secure revenue pick up service.

D. SYSTEM MAINTENANCE

HART is responsible for maintenance of the system. However, HART staff will not perform all of the maintenance for the system. HART coordinates with the City to perform maintenance related to the guideway and structures within the City owned right-of-way and traffic control system, and secure contractors for specialty areas.

HART Maintenance Staff – HART streetcar maintenance staff includes staff for vehicle maintenance, facilities maintenance, and line maintenance.

City Coordinated Maintenance – HART coordinates with the City for the performance of maintenance on the guideway, landscaping, traffic signal interaction, signage, drainage, hardscape, etc.

E. CONTRACT MAINTENANCE

HART may contract for services for which the agency does not have the expertise to perform or can be performed more cost effectively by others. Contract services by maintenance responsibility are outlined below.

Vehicle Maintenance

Electrical repair work such as armature winding

Heavy repair services such as re-profiling of streetcar wheels

Facilities Maintenance

Dick Greco Plaza Transportation Center landscape services

Line Maintenance

Traction power system

Track and switches

CSX crossing and interlocking

F. STAFF SUPPORT FROM OTHER HART DEPARTMENTS

In addition to dedicated staff, HART shall provide additional support through its various organizational departments. The support role each department plays is described below.

Accounting – Accounting is responsible for tracking all system expenditures (designated streetcar staff, support staff work orders and direct costs), revenues (fares, advertising and other potential sources), grants management, disbursements, preparation of the billing statements to THS, and financial reporting that complies with state and federal guidelines.

Communications/Electronic Technicians – There are no communications/electronics technicians designated for the streetcar system. All electronics and communications work necessary to support the operation of the streetcar system is performed on a work order basis.

Customer Service – The HART Customer Service team handles customer comments, concerns, and commendations for the TECO Line Streetcar.

Customers can submit concerns, suggestions, and commendations through any of the following

ways:

- 813-254-4278- This phone number is posted at all bus stops, all Streetcar Stations, and the TECO Line website.
- www.tecolinestreetcar.org
- www.gohart.org
- OneBusAway App
- SeeClickFix App

. The Manager of Streetcar Transportation investigates and responds to customer requests within ten days. Then, a monthly report that includes all comments and actions taken will be prepared for THS Board of Directors. Staff that receive commendations are recognized in monthly reports to the THS Board of Directors.

Operations Control Center – Serves as a command and control facility usually associated with rail fixed guideway (RFG) systems. The OCC serves as the main location from which all aspects of the system are controlled and operational decisions are made regarding normal and non-normal operations. The facility also serves as the primary, but not necessarily exclusive, point of coordination for all operational decisions affecting rail service. This coordination usually includes both internal disciplines as well as external elements involving emergency response agencies.

Facilities Maintenance – Support personnel for the streetcar system from HART’s facilities maintenance section consists of facilities maintenance technicians and route maintenance attendants.

Facilities Maintenance Technicians – HART has designated facilities maintenance technician to support the streetcar system. The need for additional technicians is met with support staff from the 21st Avenue facility on a work order basis. These technicians are responsible for the daily inspection of the system prior to the start of operations and for maintenance and repairs to the station stops, Ybor Station and the Dick Greco Plaza Transportation Center.

Human Resources – Human Resources is responsible for recruiting employees (job advertisements, selection, testing, and physicals), scheduling training and benefits coordination.

Maintenance Training – HART’s maintenance training staff worked with streetcar management staff and the vehicle manufacture to develop and implement a training program for the vehicle mechanics.

Marketing and Community Relations – This work group plays a major support role for the streetcar system. The department has responsibility for coordinating with THS’s Marketing Committee to develop and implement the marketing, public relations and community outreach programs to support the streetcar system. The department helps build awareness of the system to generate ridership and additionally functions as the media liaison. Other duties for this department include graphic design; preparation, publication and distribution of material; special events coordination; advertising sales; kiosk and onboard information development; station sign design coordination; etc. Staff also coordinates and develops informational materials for the public outreach meetings leading to the annual public hearing on the Special District Assessment for the streetcar, in addition to providing administrative and technical support in this process.

Mechanics – As indicated in Section 4 titled “Maintenance Plan,” HART has mechanics designated to Streetcar Vehicles.

Operational Training – This department is responsible for training all new streetcar motormen/conductors, and maintenance employees in the safe operation of the system. It also implements the annual retraining and certification of the motormen/conductors, as well as any specialty and remedial training.

Payroll – Payroll is responsible for tracking all staff related costs (hours worked, sick leave, vacations, insurance, etc.) and preparing the payroll for designated streetcar staff.

Procurement – Procurement is responsible for purchasing materials and contract services to support the streetcar system.

Risk Management – Risk management has a key support role in the operation and maintenance of the streetcar system. HART’s Risk Manager is responsible for purchasing all of the necessary insurance policies such as physical damage for the vehicles, property damage for the stations and workers compensation (excluding the policies related to the CSX crossing); accident investigation; and claims coordination with the City.

Safety and Security – This office prepares the required System Safety Program Plan (SSPP) for the operation of the system and the System Security and Emergency Preparedness Plan (SSEPP) that have been approved as required by the Florida Department of Transportation. The plans address key training, safety and security requirements. The plans also include accident/incident reporting and annual safety and security audit requirements. They also assist in accident and claims investigation, performs random and annual safety audits and the coordination for security during special events. Reports documenting these audits are provided to THS.

Service Attendants – HART has designated service attendants for the daily cleaning of the vehicles and stations. The need for additional service attendants is met utilizing service attendants from the 21st Avenue facility on a work order basis.

Strategic Planning and Program Development – The Department provides additional support to the streetcar system in conjunction with overall duties to the HART organization. This department is responsible for grant development and administration in coordination with the Finance Division Department; submitting quarterly financial and milestone progress reports to state and federal agencies on projects funded in grants and coordinating the annual update of HART’s Transit Development Plan; and collaborating with the Hillsborough County Metropolitan Planning Organization and Florida Department of Transportation (FDOT) regarding the MPO Transportation Improvement Program and the State Work Program Transportation Work Program. The Department is responsible for design and construction of major improvements or extensions to streetcar system. Other services provided by the Department, such as land use coordination, are offered to the streetcar division on an as-needed basis.

Vehicle Maintenance – Vehicle maintenance staff utilized to support the streetcar system include mechanics, and communications/electronic technicians.

G. SPONSORSHIP, MARKETING AND ADVERTISING PROGRAMS

Sponsorship Program – The Sponsorship Program for the System is designed to raise sponsorship contributions to the endowment fund controlled by THS, primarily through large scale cash investments based upon sale of naming rights to station stops and streetcars. Sponsorships are sold directly by THS and with the assistance of a contractor, with whom THS has a separate commission agreement. HART agrees that THS shall be permitted to sell naming rights on the streetcars in order to raise sponsorship revenue. Costs associated with installation, maintenance, and removal of signage and restoration of the streetcar if needed due to the removal of signage on the streetcars is part of the agreement negotiated with the individual sponsors. It is not currently the case, nor is it contemplated by the Parties, that HART, as Operator of the System has any responsibility for participation in the Sponsorship Program, nor will it incur any costs in connection therewith. HART shall have the right to participate in the negotiation of any sponsorship agreement where there are HART assets involved, or where HART shall be required to incur expenses. Revenue generated through the sale of sponsorships is generally paid directly to the City for credit to THS, but may be subject to individual negotiation.

Marketing and Advertising Programs – As part of the annual budget process, THS and HART will discuss and establish marketing and advertising programs and budgets. The marketing and advertising programs are overseen by the THS Board of Directors, with varying degrees of technical support by HART and/or its contractors.

Marketing Program – The Marketing Program raises awareness of the System, generates ridership and builds community relations. HART reports its marketing efforts to the THS Board at the monthly THS Board meetings. HART shall determine from time to time what staff is needed to support the Marketing Program upon instructions from the THS Board and whether or not there will be costs associated therewith which may require payment by THS.

Advertising Program – The Advertising Program specifies how advertising space on and in streetcar vehicles, at streetcar station stops, on the streetcar website, and on other identified venues, is sold and managed. The program is overseen by the THS Board with technical support from HART and the City. HART may provide certain advertising services to THS through specific Task Orders issued to HART contractors, if warranted by HART and up to the maximum levels approved by THS.

During the annual budget process, THS and HART will establish the marketing and advertising strategies for the year under discussion. THS and HART will also establish whether HART, a contractor to HART or THS, or a combination of the two will undertake work for separate programs; THS and HART shall also establish mechanisms, such as task orders, for contractors to execute work assignments. When the program stipulates HART staff participation, the program notes what level of staff involvement is included. If any additional HART support is required, beyond this, THS and HART will separately negotiate terms of participation and reimbursement when required.

If THS contracts directly with a contractor that provides such a service, said contractor will work with HART on a Task Order basis, of which a HART project manager will help manage along with THS.

Advertising contracts with THS shall be in writing, and shall not be enforceable against THS unless executed by an authorized corporate officer of THS.

Revenue from sales of advertising, either separately from efforts of THS, or through HART Contractor Task Orders shall be paid directly to the City for credit to THS. The City Accounting department accounts for revenue and expenses arising from the Advertising Program. Costs for installation are paid directly by the advertiser, either to HART, or HART-approved vendor. HART shall not be required to install any advertising signage on any streetcar vehicle or elsewhere in the System unless its costs are paid in full.

6. SYSTEM COST AND BUDGET

HART shall prepare and submit a line item Annual Operations Budget to THS. This budget must be approved by the THS Board of Directors, the HART Board of Directors, and the City. The line item budget must reflect all costs that will be directly incurred by the system, as well as costs that are allocated to the system for overhead and indirect maintenance and support from other HART departments. Based on the approved Annual Operations Budget, HART shall charge THS actual cost of operation for Basic Service, Extra Service (both in and outside of normal operating hours), Special Service, and an administrative fee to facilitate a Temporary Cease Service. HART shall track actual staff hours spent on streetcar tasks; this information shall be used by HART to develop the Annual Operations Budget.

HART may designate a portion of its grant funding to offset the cost to operate the system which may reduce the cost to THS.

The Annual Operations Budget shall also reflect any changes to the fare structure approved by THS and anticipated costs associated with HART's self-insurance pool.

A. BASE SERVICE MODIFICATIONS

To modify or change the hours of Base Service, HART requires 90 days in advance notice to allow for Operator markup and supervision adjustments. This applies to permanent increases, reductions, or static modifications to Base Service.

Base Service Increases – Base Service increases by up to 20 percent of the existing Base Service levels will be provided at the contracted Extra Service rate. To provide an increase in Base Service above 20 percent may result in an overall reduction in the Base Service rate and will have to be negotiated and the contract amended.

Base Service Reductions –The net reduction in cost to eliminate an hour of vehicle service is for the operator, power and some reduction in supervision. There will continue to be overhead and maintenance costs associated with basic operations of the system. The full value of the savings indicated above may not be realized for 45 to 90 days. HART will stop service as requested; however, it will take time to reorganize the labor force to satisfy labor contract provisions, and HART may have to continue to pay the labor force until the reorganization can occur. HART will work diligently to accomplish the reorganization as quickly as possible to help THS realize the cost savings needed to meet budget limitations.

Static Base Service Modifications – This section applies to requested changes to Base Service that do not result in an increase or reduction in the number of Base Service vehicle hours. For example, THS or the City may desire to reduce the service frequency on Sunday between 4:00 p.m. and 8:00 p.m. to 30 minutes, a reduction of eight vehicle hours of service per week, and add two extra vehicles on Saturday night between 9:00 p.m. and 1:00 a.m. Under this scenario the hourly rate would remain the same.

B. SERVICE PROFILES AND LEVELS

Service profiles and levels are determined in accordance with the Annual Operations Budget and service levels as approved by the THS Board of Directors each year.

Service levels may be changed from time to time, subject to approval of HART and THS and based upon needs of the system, revenue and cost considerations, and the rights of the City to curtail service as stated in the Tri-Party Agreement. Changes to service levels are only effective if duly adopted by a resolution of the THS Board of Directors.

7. CONTRACT ADMINISTRATION

This section discusses the financial Business Plan, the Annual Operations Budget, reimbursement for services and revenues, reporting, performance measures, and insurance liability.

A. THS BUSINESS PLAN AND HART ANNUAL WORK PLAN

THS Business Plan – HART has prepared a Business Plan for the streetcar system and this plan has been approved by the THS Board of Directors. This document is a twenty-year financial plan outlining assumptions concerning streetcar revenues and expenditures and may be reviewed and modified from time to time; however, if modified, THS must coordinate any required reviews or approvals with the City.

Annual Work Plan – Along with the preparation and approval of the Annual Operations Budget, HART shall report to THS on the elements of an annual work plan for the upcoming Fiscal Year to include, but not limited to:

- Contact designations as required by the Operator’s Agreement, Article III, Section 1
- Service levels and fare structure, as determined by the THS Board of Directors
- A breakdown of HART staff positions dedicated to the core operation and maintenance of the streetcar system
- Marketing and Advertising Programs, as described in Section 5G of this Operations and Maintenance Plan

B. ANNUAL OPERATIONS BUDGET

HART shall prepare the proposed Annual Operations Budget by June 30st of each year for approval by September 30th of each year. In the event THS fails to approve the budget prior to the start of the new fiscal year, the Annual Operations Budget for the previous year shall remain in effect, but may be increased up to 10 percent for the next fiscal year. It is important to note that the line items

in the Annual Operations Budget are estimates and the actual cost for the various line items may vary. Thus, the amounts paid for services are regulated by negotiated rates and may vary by hours.

C. REIMBURSEMENT AND REVENUES

HART will invoice the COT on behalf of THS each month for services provided. HART will submit the invoice within 30 days of the end of each month. The invoice will include credit for fare revenues, advertising revenue and any other revenue received by HART for the operation of the Streetcar System.

The COT on behalf of THS shall reimburse HART within fifteen (15) days of receiving the invoice or by the 15th of the following month, whichever comes first. HART will provide a monthly and year-to-date reconciliation of all revenues and expenses for operating the Streetcar System.

As the necessary insurance is purchased on an annual basis and is a large investment, HART requests the cost of insurance premiums two months prior to needing to make the insurance premium payment to cover the cost of the insurance. HART will reconcile the expense of these funds with each invoice.

Rates for service are negotiated annually based on the cost of regular operations, extra service requested, and special service requirements. Revenues are collected and deducted from invoices sent from HART to the COT on behalf of THS. Special Service revenues are handled through THS/COT and contracts with the service requestor.

D. REPORTING

Financial Reporting – HART has established a system for tracking and reporting revenues and expenses associated with streetcar system operation and maintenance such as grants, pass sales, cash fares, and other potential revenues that will be used to support the operation of the streetcar system. THS, through City staff, is responsible for tracking advertising revenue, endowment fund income, City non-ad valorem special assessment revenue, and revenues from the sale of vehicle and station naming rights. HART shall deliver financial reports to the CITY and THS no less frequently than quarterly.

Monthly Reporting – Along with the monthly invoice, HART shall provide operating, maintenance and performance reports sufficient to monitor the operations, maintenance and overall performance of the Streetcar System.

Operation Reporting – The operations portion of the report includes the following:

- Monthly ridership by fare type;
- Vehicle trips operated;
- ADA boardings;
- Number of accidents or incidents;
- Number of times the system was delayed for more than 10 minutes;
- Hours of Extra Service provided;
- Hours of Special Service provided;
- Number of complaints and corrections; and
- Number of compliments.

Maintenance Reporting – The maintenance portion of the report includes the following data:

- Number of traction power system failures;
- Number of vehicle failures and type;
- Number of preventive maintenance services; and
- Number of ADA bridge mechanism failures.

Performance Measures Reporting – HART shall make every effort to operate the Streetcar System at a high level of efficiency and reliability and at a minimum will comply with and report against each performance measure set forth below:

- 95 percent on-time departure from the scheduled end-of-line stations;
- Perform all scheduled vehicle maintenance in accordance manufacturer’s recommendations;
- Respond to all customer complaints within 72 hours of receipt (Monday through Friday);
- Pressure wash and clean all stations on a weekly basis or as needed before operation.
-

In addition to the above and commensurate with the preparation of the Annual Operations Budget, HART and THS may agree to additional performance measures that cover, for example, ridership productivity, service efficiency, safety, quality of service and on-time performance.

HART shall submit a monthly report to THS of its attainment against the established performance measures.

Annual Reports – By December 31st of each year, HART shall provide an annual report to THS on the previous fiscal year to include, but not limited to:

- A copy of safety audits required by the State; and
- A compilation of the monthly ridership, financial, operations and maintenance data referenced above.

E. RECORDS

HART will maintain all books, records, documents, and other evidence pertaining to this Operations and Maintenance Plan in accordance with Florida Statutes, and in a form and manner acceptable to HART and the City. Such records shall be available for inspection during business hours by authorized representatives of THS and the City.



STREETCAR SYSTEM PERFORMANCE REPORT FOR APRIL 2022

MISSED TRIPS

The TECO Line Streetcar System delivered 98.64 % of the contracted 4,268 trips for April with 58 reported missed trips. The missed trips were caused by a shortage of Operators (37.25), mechanical issues (16.5 trips), accident on April 6 (2.25 trips), and a vehicle stuck on the tracks (2 trips).

ON-TIME DEPARTURES

In April, there were 14 reported late departures; On Time Performance (OTP) was 99.66 %.

ACCIDENTS/INCIDENTS

There was one accident in April:

April 6, 2023, Streetcar 428 was travelling northbound when a white Toyota ran the stop sign at 8th Avenue and 14th Street, and was struck by Streetcar 428. There were 11 patrons on Streetcar 428, one claimed an injury in the accident and was taken to the hospital. The driver of the Toyota was not injured in the accident. The vehicle received minor damage to the right front quarter panel, 428 had minor paint damage to the front bumper. The driver of the car was cited for failure to yield.

SPECIAL SERVICE

The Streetcar did not provide any additional service in April.

COMPONENT PERFORMANCE

- Ridership for April:

<u>2021</u>	<u>2022</u>	<u>2023</u>
71,726	104,826	127,121

- Right of way and Interlocking Report – all track inspections/maintenance were completed as scheduled. The right of way and CSX Interlocking were inspected every morning by HART personnel.
- OCS Report – All inspections were completed as scheduled.
- ADA Bridge Mechanism – There were 170 ADA boardings with no reported problems.
- Substations – All monthly service was completed on the Substations.

VEHICLE MAINTENANCE

- All maintenance on the streetcars is current.
- Four road calls were reported in April.



SYSTEM CHANGES

Two Motorperson positions were filled, and staff recruited for four Motorperson positions.

INFRASTRUCTURE

Both switches at Adamo Drive were grouted in April.

Service	Performed in April
A	24
B	3
C	1
E	1

Prepared by: Brian Allan, HART Director of Streetcar Operations

Reviewed by: Scott Drainville, HART Interim Chief Executive Officer



STREETCAR SYSTEM PERFORMANCE REPORT FOR MAY 2023

MISSED TRIPS

The TECO Line Streetcar System delivered 99.34 % of the contracted 4,402 trips for May with 28.75 reported missed trips. The missed trips were caused by mechanical issues (20.75 trips) and a shortage of Operators (8 trips).

ON-TIME DEPARTURES

In May, there were 11 reported late departures; On Time Performance (OTP) was 99.75 %.

ACCIDENTS/INCIDENTS

There was one accident in May:

May 17, 2023, a streetcar employee was travelling eastbound in a company vehicle and ran a stop light at 8th Avenue and 15th Street, and struck another vehicle. The driver of the other vehicle was taken to the hospital for an arm injury. Both vehicles were towed from the scene of the accident. The streetcar employee was cited for failure to obey a traffic signal.

SPECIAL SERVICE

The Streetcar did not provide any additional service in May.

COMPONENT PERFORMANCE

- Ridership for May:

<u>2021</u>	<u>2022</u>	<u>2023</u>
65,914	89,651	85,939

- Right of way and Interlocking Report – all track inspections/maintenance were completed as scheduled. The right of way and CSX Interlocking were inspected every morning by HART personnel.
- OCS Report – All inspections were completed as scheduled.
- ADA Bridge Mechanism – There were 116 ADA boardings with no reported problems.
- Substations – All monthly service was completed on the Substations.

VEHICLE MAINTENANCE

- All maintenance on the streetcars is current.
- Five road calls were reported in May.

SYSTEM CHANGES

Filled five Motorperson positions making all budgeted positions filled.



INFRASTRUCTURE

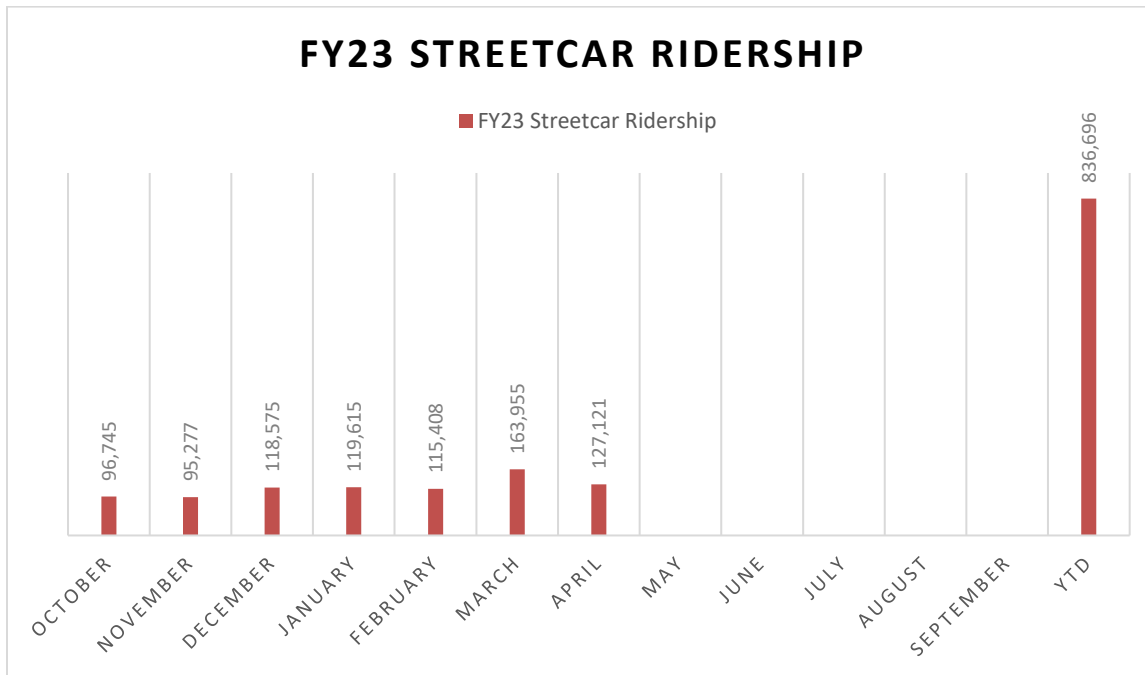
Only scheduled maintenance was performed in May.

Service	Performed in May
A	33
B	2
C	1
E	0

Prepared by: Brian Allan, HART Director of Streetcar Operations

Reviewed by: Scott Drainville, HART Interim Chief Executive Officer

THS Marketing Services Report for April 2023



**FY 22 ridership was 642,933 YTD at this point, this a 30.1% increase YOY*

THS Marketing Collateral and Graphic Support – April 2023

Collateral and graphic support included: Streetcar Live April 28th Taylor Raynor Trio Promotional Material (Facebook, Instagram, Twitter, Web Cube, Web Banner, Streetcar Site Ad)

THS Marketing and Communications – April 2023

Frozen Four

Tampa welcomed thousands of college hockey fans to the area as host of the “Frozen Four” with the Top 4 schools in the nation facing off at Amalie Arena in April. Staff promoted fare-free TECO Line Streetcar service as the best way to get around downtown and avoid parking and traffic. Staff targeted the different fanbases with paid social advertising to promote streetcar service.



Streetcar Service for Tampa Bay Lightning Playoff Push and Other Downtown/Ybor Events

Staff promoted streetcar service in support of several downtown and Ybor City events:

- Tampa Bay Lightning playoff run
- Festa Italiana
- Gasparilla Music Festival
- 98 RockFest



Streetcar Live

The monthly streetcar concert series was held on April 28, 2023, with the **Taylor Raynor Trio** performing on the Streetcar from 6 p.m. – 8 p.m. Streetcar Live is now a part of the Downtown Partnership's Fourth Friday Tampa event programming. Attractions and businesses along the Streetcar line provide discounts and special programming with a Fourth Friday wristband.



Media Coverage

National Geographic

How to discover Tampa, one of Florida's hottest destinations for 2023 (Streetcar referenced)

[How to discover Tampa, one of Florida's hottest destinations for 2023 | National Geographic](#)

WFLA.com

Highest-rated things to do in Tampa, according to Tripadvisor (Streetcar referenced)

[Highest-rated things to do in Tampa by Tripadvisor \(wfla.com\)](#)

Bay News 9

Sales tax holiday proposed for Hillsborough transportation dollars

[Sales tax holiday proposed to reimburse transportation tax \(baynews9.com\)](#)

Tampa Bay Business Journal

'This is not Tampa vs. Tallahassee': HART board chair Luis Viera reports on capitol visit

[HART board chair meets with state lawmakers as legislation looms - Tampa Bay Business Journal \(bizjournals.com\)](#)

Tampa Bay Business Journal

Interim HART CEO Scott Drainville Pledges Transparency

<https://www.bizjournals.com/tampabay/news/2023/04/13/interim-hart-ceo-scott-drainville.html>

Tampa Bay Business Journal

As Brightline opens Orlando station, the company is ready to 'pour more energy' into Tampa

<https://www.bizjournals.com/tampabay/news/2023/04/20/tampa-orlando-miami-brightline.html>

Tampa Bay Business Journal

Polk, Hillsborough among the top 10 fastest-growing counties in the U.S.

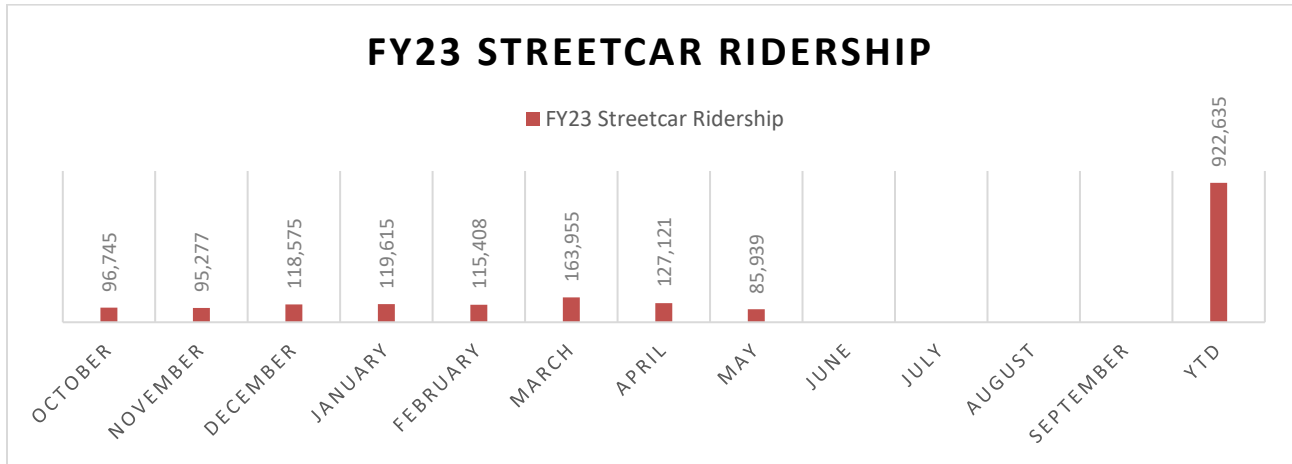
<https://www.bizjournals.com/tampabay/news/2023/04/07/polk-hillsborough-among-the-fastest-growing-in-us.html>

Prepared by: Frank Wyszynski, Manager of Marketing and Communications

Reviewed by: Omar Alvarado, Chief Delivery Officer

Attachment: Vector Media Monthly Sales Report – April 2023

THS Marketing Services Report for May 2023



***FY 22 ridership was 732,584 YTD at this point, this a 26% increase YOY**

THS Marketing Collateral and Graphic Support – May 2023

Collateral and graphic support included: Streetcar Live May 26th Katara (Jazz, R&B, Classical Fusion) Promotional Material (Facebook, Instagram, Twitter, Web Cube, Web Banner, Streetcar Site Ad) | Thank You for Your Continued Streetcar Support Interior Card.

THS Marketing and Communications – May 2023

Tampa Train Day

HART staff joined the Friends of Tampa Union Station in celebrating Tampa Train Day on Saturday, May 13, 2023, at Union Station. The event featured live music, model train displays, history exhibits and more! Staff brought fun streetcar “conductor hats” and paper streetcar models for attendees.



Streetcar Service to Downtown/Ybor Events



Staff promoted streetcar service in support of several downtown and Ybor City events:

- Tampa Riverfest
- Cuban Sandwich Festival
- Tampa Asian Pacific Islander Cultural Festival
- Tampa Train Day
- Rock the Park

Streetcar Live

The monthly streetcar concert series was held on May 26, 2023, with the **Katara Trio** performing on the Streetcar from 6 p.m. – 8 p.m. Streetcar Live is now a part of the Downtown Partnership's Fourth Friday Tampa event programming. Attractions and businesses along the Streetcar line provide discounts and special programming with a Fourth Friday wristband.



Media Coverage

83Degrees Media ~ Survey says more downtown Tampa residents work hybrid, want electric vehicles (streetcar referenced)

<https://www.83degreesmedia.com/devnews/Tampa-Downtown-Partnership-survey-shows-interest-in-electric-vehicles-hybrid-work-052323.aspx>

Tampa Bay Business Journal ~ Downtown Tampa residents and workers express desire for expanded Riverwalk, more transit

<https://www.bizjournals.com/tampabay/news/2023/05/19/downtown-partnership-tampa-transportation-data.html>

Florida Politics ~ Hillsborough transportation sales tax refunds off for this year

<https://floridapolitics.com/archives/609918-hillsborough-transportation-sales-tax-refunds-off-for-this-year/>

Tampa Bay Business Journal ~ FDOT's Tampa Bay secretary: 'We're looking at moving people and goods, not cars and trucks'

<https://www.bizjournals.com/tampabay/news/2023/05/09/david-gwynn-regional-planning-council-panel.html>

WMNF.org ~ Hopes for new Florida connections on National Train Day

<https://www.wmnf.org/hopes-for-new-florida-connections-on-national-train-day/>

ABC Action News ~ Community disagrees on the future of All for Transportation tax dollars

<https://www.abcactionnews.com/news/region-hillsborough/community-disagrees-on-the-future-of-all-for-transportation-tax-dollars>

Tampa Bay Business Journal ~ Polk, Hillsborough among the top 10 fastest-growing counties in the U.S.


<https://www.bizjournals.com/tampabay/news/2023/04/07/polk-hillsborough-among-the-fastest-growing-in-us.html>

Prepared by: Frank Wyszynski, Manager of Marketing and Communications

Reviewed by: Lena Petit, Director of Executive Office and Board Support

Attachment: Vector Media Monthly Sales Report – April 2023

ATTACHMENT

																
Tampa Historic Streetcar																
Monthly Sales Report																
<i>Apr-23</i>																
Streetcar																
Advertiser - Contract	Inventory	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Totals		
American Lung Association Tampa-230208020-0	Transit Streetcar-Interior Cards-Space		160.00	80.00										240.00		
Anheuser-Busch-230109015-0	Transit Streetcar-Full Wrap-Space	8,000.00	4,000.00	4,000.00	4,000.00	4,000.00								24,000.00		
Cigar City Brewing LLC-211027024-0	Transit Streetcar-Full Wrap-Space	3,500.00	3,500.00											7,000.00		
Miller Coors LLC-221208011-0	Transit Streetcar-Full Wrap-Space	6,692.90	3,346.45	3,346.45	3,346.45	3,346.45								20,078.70		
Molson Coors Brewing Company-221205022-0	Transit Streetcar-Full Wrap-Space	6,692.90	3,346.45	3,346.45	3,346.45	3,346.45								20,078.70		
Pepin Distributing Company-230103018-0	Transit Streetcar-Full Wrap-Space	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00								20,000.00		
Tampa General Hospital-221121023-0	Transit Streetcar-Full Wrap-Space	3,300.00	3,300.00	3,300.00	3,300.00	3,300.00								16,500.00		
Zoo Tampa-220713020-1	Transit Streetcar-Full Wrap-Space	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00								25,000.00		
														-		
														-		
														-		
														-		
														-		
														-		
Tampa Historic Streetcar Sales		37,185.80	26,652.90	23,072.90	22,992.90	22,992.90	-	-	-	-	-	-	-	132,897.40		
Station Sponsorship																
Advertiser - Contract	Inventory	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Totals		
														-		
														-		
														-		
														-		
Tampa Historic Streetcar Station Sponsorship Sales		-	-	-	-	-	-	-	-	-	-	-	-	-		
		Minimum Annual Guarantee Payments made to THS														



CITY OF TAMPA

Jane Castor, Mayor

Revenue and Finance

Accounting

April 26, 2023

TO: Tampa Historic Streetcar, Inc.

FROM: Nancy Harper, Accountant II

SUBJECT: March 2023 Financial Statements

Attached are the financial statements for the month ended March 31, 2023.

Special assessment receipts are up by 24.9%, and FDOT revenues are up by 20.4%. Advertising revenues are up by .9%. HART operating expenses are up 9.9% and CSX costs are up 21.8%. Some revenue and expense highlights are as follows:

	FY 23	FY 22	\$ Difference	% Change
FDOT Revenues	\$ 686,207	\$ 570,016	\$ 116,191	20.4%
Special Assessments	\$ 1,378,751	\$ 1,103,738	\$ 275,013	24.9%
Net Advertising Revenues	\$ 57,750	\$ 57,250	\$ 500	0.9%
HART Expenses	\$ 1,449,207	\$ 1,319,221	\$ 129,986	9.9%
Insurance (CSX, general liability)	\$ 403,226	\$ 331,143	\$ 72,083	21.8%

The cash and cash equivalents began the fiscal year with \$375,361 and reflect a balance of \$481,649 as of March 31, 2023. Interest earnings were \$10,628, or an approximate APR of 2.5%.

TAMPA HISTORIC STREETCAR OPERATIONS-PROJECTIONS

Mar-23

		<u>12 MONTH BUDGET</u>	<u>YTD ACTUAL</u>	<u>PROJECTED 2023</u>
337402	HARTLINE-CMAQ	\$ 200,000	\$ -	\$ 200,000.00
337401	HARTLINE-FDOT	800,000	686,207	800,000
337401	HARTLINE-FDOT	-	-	-
319101	CITY TIF CONTRIBUTION	760,000	379,500	760,000
344401	FAREBOX	-	-	-
344402	CAR LEASING	3,000	-	-
344403	ADVERTISING	86,310	57,750	115,500
361101	INTEREST	-	10,628	21,256
366000	CONTRIBUTION AND DONATIONS	-	60,000	60,000
366005	OTHER CONTRIBUTION	29,451	25,000	29,451
366013	CONTRIBUTION FR COT	591,000	265,500	591,000
335200	NON-AD VALOREM ASSESSMENT	-	-	-
369900	MISC. REVENUES	3,000	250	250
369936	UNASSIGNED USE OF FUND BALANCE	60,673	-	-
325300	NON-AD VALOREM DISTRICT ASSESSMENT	1,444,775	1,378,751	1,444,775
381101	TRANSFER FROM UTILITIES SERVICES TAX	316,812	-	316,812
389402	INKIND CONTRIBTUTION	-	-	-
	TOTAL REVENUES	<u>\$4,295,021</u>	<u>\$2,863,586</u>	<u>\$4,339,044</u>
531002	PROFESSIONAL SVCS	6,000	1,660	3,320
532000	ACCOUNTING	25,000	5,100	10,200
534000	CONTRACTS	-	-	-
541003	POSTAGE	1,000	-	-
544000	POSTAL BOX RENTAL	-	-	-
547000	PRINTING AND BINDING	-	-	-
548000	ADVERTISING	-	-	-
		<u>32,000</u>	<u>6,760</u>	<u>13,520</u>
545000	INSURANCE	1,054,850	403,226	806,452
581000	EXTRA SERVICE	339,164	-	339,164
582000	HARTLINE-OPERATIONS	2,843,894	1,449,207	2,843,894
599999	OTHER USES BUDGET RESERVE	25,113	-	-
		<u>4,263,021</u>	<u>1,852,433</u>	<u>3,989,510</u>
	TOTAL EXPENSES	<u>\$ 4,295,021</u>	<u>\$ 1,859,193</u>	<u>\$ 4,003,030</u>
	EXCESS (DEFICIT)	<u>\$0</u>	<u>\$1,004,393</u>	<u>\$336,014</u>



CITY OF TAMPA

Jane Castor, Mayor

Revenue and Finance

Accounting

June 6, 2023

TO: Tampa Historic Streetcar, Inc.

FROM: Nancy Harper, Accountant II

SUBJECT: April 2023 Financial Statements

Attached are the financial statements for the month ended April 30, 2023.

Special assessment receipts are up by 28.4%, and FDOT revenues are up by 7.3%. Advertising revenues are up by .9%. HART operating expenses are up 3.9% and CSX costs are up 49.3%. Some revenue and expense highlights are as follows:

	FY 23	FY 22	\$ Difference	% Change
FDOT Revenues	\$ 700,000	\$ 652,702	\$ 47,298	7.2%
Special Assessments	\$ 1,440,349	\$ 1,121,460	\$ 318,889	28.4%
Net Advertising Revenues	\$ 57,750	\$ 57,250	\$ 500	0.9%
HART Expenses	\$ 1,573,700	\$ 1,515,297	\$ 58,403	3.9%
Insurance (CSX, general liability)	\$ 579,771	\$ 388,392	\$ 191,379	49.3%

The cash and cash equivalents began the fiscal year with \$375,361 and reflect a balance of \$883,994 as of April 30, 2023. Interest earnings were \$12,053, or an approximate APR of 1.9%.

TAMPA HISTORIC STREETCAR OPERATIONS-PROJECTIONS

Apr-23

		<u>12 MONTH BUDGET</u>	<u>YTD ACTUAL</u>	<u>PROJECTED 2023</u>
337402	HARTLINE-CMAQ	\$ 200,000	\$ -	\$ 200,000
337401	HARTLINE-FDOT	800,000	700,000	800,000
337401	HARTLINE-FDOT	-	-	-
319101	CITY TIF CONTRIBUTION	760,000	442,750	760,000
344401	FAREBOX	-	-	-
344402	CAR LEASING	3,000	-	-
344403	ADVERTISING	86,310	57,750	99,000
361101	INTEREST	-	12,053	20,662
366000	CONTRIBUTION AND DONATIONS	-	60,000	60,000
366005	OTHER CONTRIBUTION	29,451	25,000	29,451
366013	CONTRIBUTION FR COT	591,000	309,750	591,000
335200	NON-AD VALOREM ASSESSMENT	-	-	-
369900	MISC. REVENUES	3,000	3,450	5,914
369936	Unassigned Use of Fund Balance	60,673	-	-
325300	NON-AD VALOREM DISTRICT ASSESSMENT	1,444,775	1,440,349	1,444,775
381101	Transfer From Utilities Services Tax Fund	316,812	-	316,812
389402	INKIND CONTRIBTUTION	-	-	-
	TOTAL REVENUES	\$ 4,295,021	\$ 3,051,102	\$ 4,327,615
531002	PROFESSIONAL SVCS	6,000	3,580	6,137
532000	ACCOUNTING	25,000	5,670	9,720
534000	CONTRACTS	-	-	-
541003	POSTAGE	1,000	-	-
544000	POSTAL BOX RENTAL	-	-	-
547000	Printing and Binding	-	-	-
548000	ADVERTISING	-	-	-
		<u>32,000</u>	<u>9,250</u>	<u>15,857</u>
545000	INSURANCE	1,054,850	579,771	993,893
581000	EXTRA SERVICE	339,164	-	339,164
582000	HARTLINE-OPERATIONS	2,843,894	1,573,700	2,843,894
599999	OTHER USES BUDGET RESERVE	25,113	-	-
		<u>4,263,021</u>	<u>2,153,471</u>	<u>4,176,951</u>
	TOTAL EXPENSES	\$ 4,295,021	\$ 2,162,721	\$ 4,192,808
	EXCESS (DEFICIT)	\$ -	\$ 888,381	\$ 134,806