



## TAMPA HISTORIC STREETCAR BOARD OF DIRECTORS

Tuesday, November 18, 2025, 1:00 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](mailto:petitl@goHART.org)*

### AGENDA

#### MEMBERSHIP

City of Tampa Representatives  
Michael English ~ President  
Brandon Campbell  
Brad Cooke  
Councilmember Guido Maniscalco  
David Mechanik

Hillsborough Transit Authority  
Councilmember Gil Schisler ~ Vice President  
Melanie Williams ~ Secretary-Treasurer  
Gary Hartfield  
Adam Nebrich ~ *Alternate*

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
2. PUBLIC INPUT (3 MINUTES PER SPEAKER)
3. APPROVAL OF MINUTES
  - 3.a. Regular Board of Directors Meeting ~ August 26, 2025  
[Meeting Minutes](#)
4. BOARD ACTION ITEM
  - 4.a. Resolution #R2025-11-09 ~ Approval of the Second Amendment to Tri-Party Agreement Between Hillsborough Transit Authority (HART), Tampa Historic Streetcar, Inc.(THS), and Friends of Ybor, Inc. (FOY), for Lease and Maintenance of the Birney Streetcar #163  
*David Smolker, THS General Counsel*  
[Action Item with Resolution](#)  
[Attachment II - Tri-Party Agreement between HART, THS, and FOY](#)  
[Attachment III - Second Amendment to Tri-Party Agreement between HART, THS, and FOY](#)

**5. MARKETING SERVICES REPORT**

5.a. October 2025  
[Report](#)

**6. STREETCAR SYSTEM PERFORMANCE REPORT**

6.a. October 2025  
[Report](#)

**7. LEGAL AND LEGISLATIVE REPORTS**

David Smolker, THS General Counsel

**8. CHAIR'S REPORT**

Michael English, THS President/Chair

**9. HART CHIEF EXECUTIVE OFFICER'S REPORT**

Scott Drainville, HART Chief Executive Officer

**10. COMPLIANCE REPORTS (REVIEW AND FILE)**

10.a. City of Tampa Financial Statements for the Month Ending September 30, 2025  
[Report for the month ending September 30, 2025](#)

**11. OLD BUSINESS**

**12. NEW BUSINESS**

**13. ADJOURNMENT**



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

**Attendance in Person**

<b>Board Members</b>	<b>(6)</b>	<b>HART - Staff Members</b>	<b>(14)</b>
Michael English, President		Melissa Ajabshir	
Brandon Campbell		Brian Allan	
Brad Cooke		Brenda Bailey	
Gary Hartfield		Soubhy Bertan	
Councilmember Guido Maniscalco		David Botello	
Councilmember Gil Schisler		Richard Campbell	

<b>Board Member Absent</b>	<b>(1)</b>	<b>Others Present</b>	<b>(2)</b>
Melanie Williams		Chris Hutchcraft, City of Tampa	
		Karen Kress, Tampa Downtown Partnership	

**Attendance via Communications Media Technology (CMT)**

<b>Board Member</b>	<b>(1)</b>	<b>HART - Staff Members</b>	<b>(1)</b>
David Mechanik		Loretta Kirk	
		<b>Others Present</b>	<b>(2)</b>
		Susan Gobble, City of Tampa	
		David Smolker, THS General Counsel	

The August 26, 2025, 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 1:01 p.m. Pledge of Allegiance followed. Roll call was performed, and there was a physical quorum present to take action.



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

**PUBLIC INPUT (3 MINUTES PER SPEAKER)**

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

APPROVAL	OF	MINUTES
Regular Board of Directors Meeting ~ July 29, 2025		

***Director Campbell moved and Director Schisler seconded approval of the July 29, 2025, Board of Director meeting minutes. All Board members present voted aye. The motion carried unanimously.***

**ACTION ITEMS**

Resolution #R2025-08-06 ~ Approval of Proposed FY2026 Tampa Historic Streetcar, Inc. (THS) Annual Corporate Budget in the Amount of \$1,923,643

Mr. Scott Drainville, HART Chief Executive Officer, provided an update on the budget shortfall after meeting with the City of Tampa Mayor and staff, as well as meetings with City Counsel Members. He noted the outcome was confirmation of a \$2 million increase to the streetcar included in the Mayor’s budget proposal for approval, awareness for the full shortfall, the decision to start the budget review process in March or April, and collaboration of HART and the City of Tampa to address the shortfall through the Community Redevelopment Agencies (CRAs) with initial requests for \$2.3 million. Mr. Drainville reviewed that during the previous year, an internal cost allocation plan was completed as a suggestion or recommendation from the Florida Department of Transportation (FDOT) Operations Analysis, and part of the process included contracting an independent contractor to complete the total cost allocation for all modes, which was completed this past June. He added that the city requested to review the independent contractor’s plan before they confirmed that the City would pay all unpaid indirect costs.

Director Mechanik asked if the City was supporting the efforts to have the CRAs increase their participation.

Mr. Drainville responded affirmatively, noting that the Mayor and staff were supportive.

Director Mechanik asked if the City had notified the CRAs of their recommendation.

Mr. Drainville stated his belief that the City told them that HART was scheduled to meet with the CRAs.



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

Director Campbell noted that there was one additional Board meeting that came at the end of the following month that would be after the adoption of the city budget as well as most likely the CRA budget; and he suggested continuing the budget approval until after that meeting so there would be more certainty on the City budget contribution for THS to adopt a balanced budget at that time.

Director Maniscalco agreed that the general budget would be discussed in the next few weeks, then the CRA budget, which would discuss how to address the remaining shortfall at that time.

Mr. Drainville explained that the HART Board was scheduled to have two public hearings that incorporated the streetcar budget and requested approval at the current meeting. He noted that the THS Board was in the same position last year and still approved the budget, and also stressed the importance of approval to have spending authority for October 1, 2025.

Director Maniscalco asked what would happen if the CRAs did not approve the additional funding.

Mr. Drainville noted that HART billed the City the actual costs of service. He added that the conversations with the Mayor were that there was confidence that the funding for the shortfall would be found. He expressed his concern that HART would not have an approved budget before the HART public hearings.

***Director Mechanik made a motion to approve Resolution #R2025-08-06 ~ Approval of Proposed FY2026 Tampa Historic Streetcar, Inc. (THS) Annual Corporate Budget in the Amount of \$1,923,643.***

Director Schisler stated that this action was funding the streetcar portion of the HART budget, and the approval was more of an acknowledgement of the budget to then go find the funding for. He noted that unless the streetcar service was discontinued, the expenses would be incurred even if the funding source was unknown. He referred to Resolution #R2025-08-07 and inquired what costs were covered for that.

Ms. Loretta Kirk, Chief Financial Officer, explained that the THS budget was basically two budgets combined to completely operate THS, with \$1,923,643 as the THS portion developed by the City, and \$6,092,576 was the HART portion covering the total expenses



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

for the service. She added that both of the amounts were prior to being combined. Ms. Kirk also explained that budgets could be amended after approval if the Board chose.

Director Schisler supported approving the budget at the current meeting.

Director Hartfield asked when the \$4 million shortfall was discovered and when it was discussed with the City of Tampa.

Mr. Drainville responded that the tri-party agreement stated that HART had to present the budget to the City on or before June 1, as done for many years, but when it was presented this previous year, the City indicated that the information was too late, as they had not budgeted for the shortfall. He added that he learned about the \$2 million increase during a budget presentation for the City Council. Mr. Drainville stated that, to avoid this in the future, he suggested to the City that the budget process start months before June 1, preferably March and April.

Director Cooke referred to Director Campbell's suggested continuance so that the city could have time to potentially approve a portion of the funding, and asked which portion would be approved.

Director Campbell clarified that no part of the budget had yet been officially adopted, so any contribution that the City was making in the budget could be adjusted within the hearings happening on the following Wednesday, September 16, 2025.

Director Cooke asked for clarification that even if the \$2 million is approved, it would leave a \$2.3 million shortfall.

Mr. Drainville confirmed.

Director Cooked inquired about the benefit of approving a budget that did not have funding as opposed to waiting for the funding and approving the budget that is balanced.

Mr. Drainville restated that the budget could be amended after the approval.

Ms. Kirk added that the fiscal year started October 1, by which time the budget needed approval, but the budget was historically approved at the August THS Board meeting. She agreed that in the future, staff would approach the City earlier to present to the Board



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

earlier.

***Director Mechanik made a motion, seconded by Director Schisler, to approve Resolution #R2025-08-06 ~ Approval of Proposed FY2026 Tampa Historic Streetcar, Inc. (THS) Annual Corporate Budget in the Amount of \$1,923,643. Directors Campbell, English, Hartfield, Maniscalco, Mechanik, and Schisler voted Aye. Director Cooke voted Nay. The motion passed 6 to 1.***

**Resolution #R2025-08-07 ~ Approval of Proposed FY2026 HART Annual Streetcar Operations Budget in the Amount of \$6,092,576**

***Director Maniscalco made a motion, seconded by Director Schisler, to approve Resolution #R2025-08-07 ~ Approval of Proposed FY2026 HART Annual Streetcar Operations Budget in the Amount of \$6,092,576. All Members present voted Aye. The motion passed unanimously.***

**Resolution #R2025-08-08 ~ Authorization to Offer Winter Village Express Service on Sundays from November 23 to December 21, 2025**

Ms. Karen Kress, Tampa Downtown Partnership, provided an overview of Winter Village service for 2025, which will be operated from November 23, 2025, until December 21, 2025 which had a financial ask of \$3,475.

***Director Maniscalco made a motion, seconded by Director Schisler, to approve Resolution #R2025-08-08 ~ Authorization to Offer Winter Village Express Service on Sundays from November 23 to December 21, 2025. Directors Campbell, English, Hartfield, Maniscalco, Mechanik, and Schisler voted Aye. All Members present voted Aye. The motion passed unanimously.***

**MARKETING SERVICE REPORT**

Mr. Frank Wyszynski, HART Manager of Communications and Marketing, presented the Marketing Services Report for July 2025.

**STREETCAR PERFORMANCE REPORT**

Mr. Brian Allan, HART Director of Streetcar Operations, presented the Streetcar Performance Report for July 2025.



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

Director Campbell referred to the red paint along the tracks and asked if a meaningful difference in driver behavior had been witnessed.

Mr. Allan responded that the most visible differences had been noticed by the cruise terminal and roundabout, but he would be curious to see the differences when the Gas Works were completed, as that was the other area prone to that.

President English asked when the fleet was expected to be complete again.

Mr. Allan responded that he was waiting on FDOT approval to run the last rebuilt car, and Streetcar 430, which was damaged in that accident in December, was due back at the end of September to get back to the spare ratio.

**LEGAL AND LEGISLATIVE REPORT**

There was no report.

**CHAIR'S REPORT**

President English reported that he would be appearing at the Ybor City CRA later that afternoon and asked staff to advise him about the final request. He added that he would also be appearing at the Tampa City Council meeting on the following Thursday to ask the City Council for their support and approval of the special assessment district.

Director Maniscalco inquired about the CRAs that the streetcar received funding for.

President English stated that there were four.

Director Maniscalco stated that he was curious how the shortfall would be split between the CRAs.

**HART CHIEF EXECUTIVE OFFICER'S REPORT**

Mr. Drainville reported that Streetcar 431 was officially back after undergoing an extensive restoration and that HART was waiting for FDOT approval to place it back in service. He added that the car 433 was picked up for rebuild. It is anticipated that the car will be completed in January of 2026. Car 430, which was involved in the accident in December, was scheduled to return to Tampa at the end of September. He reported that HART is



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

upgrading its legacy communication systems to a robust, interoperable P25 Phase 2 digital trunked solution by installing current-generation mobile radios and accessories. The system included hardware for a ten-channel P25 Phase 2 trunked system to support general transit services, including Computer-Aided Dispatch (CAD) and Automatic Vehicle Location (AVL). At the September 8 Board meeting, Staff would request the HART Board's approval to award a Contract for Streetcar Radio System Hardware and Installation. Also, in October, HART would issue a solicitation for the streetcar lift replacement.

**COMPLIANCE REPORT (REVIEW AND FILE)**

City of Tampa financial statements for the month ending July 31, 2025 was included in the packet.

**OLD BUSINESS**

There was no Old Business.

**NEW BUSINESS**

There was no New Business.

**ADJOURNMENT**

The meeting adjourned at 1:29 p.m.

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

ATTEST:

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**Melanie Williams, Secretary-Treasurer**  
**THS Board of Directors**

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**David Smolker**  
**THS Board General Counsel**

## **BOARD ACTION ITEM**

***Resolution #R2025-11-09 ~ Approval of the Second Amendment to Tri-Party Agreement Between Hillsborough Transit Authority (HART), Tampa Historic Streetcar, Inc. (THS), and Friends of Ybor, Inc. (FOY), for Lease and Maintenance of the Birney Streetcar #163***

### **OVERVIEW**

On November 15, 2023, the Board approved the Tri-Party Agreement between Hillsborough Transit Authority (HART), Tampa Historic Streetcar, Inc.(THS), and Friends of Ybor, Inc. (FOY), for Lease and Maintenance of the Birney Streetcar #163. The Agreement provided for the lease and maintenance of the historic Birney Streetcar #163 to the FOY for display to promote and educate the public about the history of Tampa’s Streetcar system. The agreement provides that FOY will: (1) lease the Birney Streetcar #163 for \$1.00 per year; (2) submit plans and specifications for the exhibition space within one of its buildings for THS and HART approval; (3) relocate Birney Streetcar #163 to the space at its expense; (4) exhibit the Birney Streetcar #163 in an enclosed, well-ventilated area with supporting exhibit materials, to promote and educate the public about the history of the Tampa Streetcar system; and (5) undertake necessary cosmetic maintenance and repairs at its expense.

### **BACKGROUND**

Birney Streetcar #163 was donated to HART in 2018 by the Tampa & Ybor City Street Railway Society, which restored the car to operation. Birney #163 was built in 1922 for the original system in Tampa. When the system shut down, it was used as a structure. The car is the only operational example from any of the original streetcar systems in Florida.

Due to the car’s age and other factors, Birney Streetcar #163 cannot be used in revenue service. It is in the best interest of all parties involved to have the car displayed where it will educate the public about the history of streetcars in Tampa.

Due to delays in the permitting review process, FOY requested, and the THS Board and the HART Board previously approved a 6-month extension up to and including August 5, 2025, of the original February 5, 2025, deadline under the Agreement to provide THS and HART with plans and specifications for the Birney display

Due to delays in the execution of the lease of the space within which the Birney is planned to be located, FOY is requesting an additional 6-month extension up to and including February 5, 2026, to provide THS and HART with plans and specifications for the Birney display.

### **RECOMMENDATION**

It is recommended that the THS Board of Directors review and approve the Second Amendment to the Tri-Party Agreement and authorize the THS President/Chair to execute it on behalf of THS.



**NEXT STEPS**

Present the action item to the HART Operations and Safety Committee and the HART Board of Directors for approval.

Attachments:

- I. Resolution #R2025-11-09
- II. Tri-Party Agreement between HART, THS, and FOY
- III. Second Amendment to Tri-Party Agreement between HART, THS, and FOY

ATTACHMENT I

**RESOLUTION NO. #R2025-11-09**

**A RESOLUTION APPROVING THE SECOND AMENDMENT TO TRI-PARTY AGREEMENT BETWEEN HILLSBOROUGH TRANSIT AUTHORITY (HART), TAMPA HISTORIC STREETCAR, INC. (THS), AND FRIENDS OF YBOR, INC. (FOY), FOR LEASE AND MAINTENANCE OF THE BIRNEY STREETCAR #163**

**WHEREAS**, THS, HART, and the City of Tampa (CITY) are parties of the Streetcar Tri-Party Agreement; and

**WHEREAS**, THS and HART are parties of the Operator's Agreement for the TECO Streetcar Line; and

**WHEREAS**, HART had ownership of the vehicles, including Birney Streetcar #163; and

**WHEREAS**, Birney Streetcar #163 cannot be used in revenue service due to the age of the car and other factors; and

**WHEREAS**, it is in the best interest of all parties involved to have the car donated and displayed, where it will educate the public about the history of streetcars in Tampa; and

**WHEREAS**, THS approved and on January 23, 2024, executed the Tri-Party Agreement Between Hillsborough Transit Authority (Hart), Tampa Historic Streetcar, Inc. (THS), and Friends of Ybor, Inc. (Foy), for lease and maintenance of the Birney Streetcar #163; and

**WHEREAS**, HART and FOY approved and on February 5, 2024, executed the Tri-Party Agreement Between Hillsborough Transit Authority (HART), Tampa Historic Streetcar, Inc. (THS), and Friends of Ybor, Inc. (Foy), for the Lease and Maintenance of The Birney Streetcar #163; and

**WHEREAS**, the Agreement contemplated that FOY would submit plans and specifications for the Birney display to THS and HART on or before February 5, 2025; and

**WHEREAS**, delays in the permit review process necessitate and establish good cause for a 6-month extension of the plans and specifications submittal deadline from February 5, 2025, to August 5, 2025; and

**WHEREAS**, delays in execution of the lease of the space within which the Birney is planned to be located necessitate and establish good cause for an additional 6-month extension up to and including February 5, 2026, to provide THS and HART with plans and specifications for the Birney display;

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

**Section 1.** Tampa Historic Streetcar, Inc. approves the Second Amendment to Tri-Party Agreement for Lease and Maintenance Of The Birney Streetcar #163.

ATTACHMENT I

**Section 2.** The effectiveness of the Second Amendment to the Tri-Party Agreement for Lease and Maintenance Of The Birney Streetcar #163 is dependent on approval from the HART Board of Directors.

**Section 3.** Proper officers of the Tampa Historic Streetcar, Inc. are authorized to do all things necessary and required in order for use in management of the streetcar system.

**Section 4.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE TAMPA HISTORIC STREETCAR, INC. ON NOVEMBER 18, 2025.**

ATTEST:

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

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**Melanie Williams, Secretary-Treasurer  
THS Board of Directors**

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**David Smolker  
THS Board General Counsel**

ATTACHMENT II

**TRI- PARTY AGREEMENT BETWEEN HILLSBOROUGH TRANSIT  
AUTHORITY, TAMPA HISTORIC STREETCAR, INC., AND FRIENDS OF  
YBOR, INC., FOR LEASE AND MAINTENANCE OF THE BIRNEY  
STREETCAR #163**

This Tri- Party Agreement (**Agreement**) is entered into by the Hillsborough Transit Authority a/k/a Hillsborough Area Regional Transit Authority, a regional transportation authority created pursuant to Section 163.567, Florida Statutes (hereafter referred to as "**HART**"), and Tampa Historic Streetcar, Inc., a nonprofit Corporation of the State of Florida (hereinafter referred to as "**THS**") and Friends of Ybor, Inc., a not for profit corporation, (hereafter referred to as "**FOY**"), (collectively HART, THS, and FOY shall be referred to as the "**Parties**" as context dictates).

**Recitals**

WHEREAS, the Parties have collaborated on the Birney Streetcar #163 ("**Birney Streetcar**") lease, use and maintenance going forward; and

WHEREAS, the Parties desire to maintain the condition of the Birney Streetcar; and

WHEREAS, FOY desires to lease the Birney Streetcar from HART and FOY on the terms set forth herein; and

WHEREAS, FOY desires to use its own funds to maintain the Birney Streetcar in accordance with this Agreement; and

WHEREAS, this Agreement sets forth the respective roles and responsibilities of the Parties as agreed.

**NOW, THEREFORE**, in consideration of the following terms and conditions, the Parties agree to the following:

**A. Recitals**

The above recitals are hereby confirmed as true and accurate and incorporated herein by this reference. Each bold capital letter shall be referred to herein as a Section.

**Roles and Responsibilities of the Parties:**

**1. HART Responsibilities**

- a. Seek Board approval and execute the necessary documents to approve the Agreement.
- b. Do all things necessary to effectuate the lease of the Birney Streetcar by

HART and THS to FOY.

- c. Provide copies of records relating to the Birney Streetcar, including its prior maintenance, to FOY, if possible.
- d. HART shall have the option of inspecting the Birney Streetcar once annually, upon request by HART.

**2. THS Responsibilities**

- a. THS shall seek Board approval and execute the necessary documents to approve the Agreement.

**3. FOY Responsibilities**

- a. FOY shall seek Board approval and execute the necessary documents to approve the Agreement.
- b. Accept all documents and records regarding maintenance of the Birney Streetcar.
- c. Undertake and pay for the cost of relocating the Birney Streetcar to its new display location.
- d. Undertake cosmetic maintenance and repairs of the Birney Streetcar if needed, using its own funds, that are necessary to utilize the Birney Streetcar in support of FOY's obligations pursuant to Section 3(e) below.
- e. Within one (1) year of the Effective Date, FOY shall submit plans and specifications (the "**Plans and Specifications**") depicting the Birney Streetcar exhibition space to THS and HART (the "**Plans Delivery Date**"). Within thirty (30) days of the Plans Delivery Date, THS and HART shall provide written notice of approval or disapproval to FOY. If the Plans and Specifications are disapproved, THS and HART shall provide detailed comments outlining the basis of disapproval, and FOY will resubmit modified Plans and Specifications until such time as THS and HART approve the plans. The date on which the Plans and Specifications are approved is the "**Plan Approvals Date.**" In the event that HART and THS do not approve Plans and Specifications within three (3) months of the Plans Delivery Date, then FOY shall have the option to terminate this Agreement by providing written notice thereof within

fifteen (15) days after the date that is three (3) months after the Plans Delivery Date.

- f. Within four (4) years of the Plan Approvals Date, FOY shall notify HART and THS that FOY is prepared to accept possession of the Birney Streetcar on the date set forth in such acceptance notice (the “**Transfer Date**”). FOY, THS and HART will cooperate to ensure that the Birney Streetcar is moved to the location depicted on the Plans and Specifications on the Transfer Date. Prior to accepting possession of the Birney Streetcar, THS and HART shall execute a lease agreement transferring possession of the Birney Streetcar to FOY, which lease shall provide: (i) that FOY will pay rent to HART or THS in the amount of \$1.00 per year; (ii) a lease term of no less than twenty (20) years, with three (3) options to extend the lease for additional periods of ten (10) years each; and (iii) that FOY shall, at its sole cost and expense, keep and maintain the Birney Streetcar in the condition required by this Agreement. Counsel to FOY shall prepare a draft of the Birney Streetcar lease agreement for review and approval by HART and THS.
- g. In the event that, within four (4) years of the Plan Approvals Date, FOY fails to notify THS and HART that FOY is prepared to accept possession of the Birney Streetcar, then this Agreement shall terminate automatically on the date following the four (4) year anniversary of the Plan Approvals Date, and be of no further force or effect.
- h. Exhibit the Birney Streetcar in an enclosed, well-ventilated area with supporting exhibit materials, to promote and educate the public about the history of the Tampa Streetcar system, which will be depicted on the Plans and Specifications.
- i. If FOY can no longer maintain and exhibit the Birney Streetcar, FOY shall deliver notice thereof to HART and THS. Within sixty (60) days of notice, HART or THS shall recover possession of the Birney Streetcar, at the cost and expense of HART or THS. FOY shall use its best efforts to transfer title and possession of the Birney Streetcar to another rail museum, for

purposes of displaying it in a manner consistent with the intent of this Agreement, in as close as proximity to Tampa as reasonably possible.

**4. Risk of Loss to Assets**

FOY shall purchase acceptable property insurance to cover the market value of Birney Streetcar in the event of loss, and HART and THS shall be added to the policy as an additional insured. A copy shall be provided to HART Risk Department for approval prior to FOY taking possession.

**5. Heavy Maintenance Responsibilities and Costs**

FOY shall not be responsible for undertaking any rebuilding or heavy maintenance for the Birney Streetcar. FOY, HART, and THS agree and acknowledge that FOY is accepting the Birney Streetcar for the sole purpose of exhibiting the Birney Streetcar, and that FOY will not operate the Birney Streetcar.

**6. Hold Harmless and Indemnification**

To the extent allowed by law, each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. In all cases, the provisions of Florida Statutes, §768.28, including but not limited to the Sovereign Immunity of each Party, if any, shall apply and nothing in this Agreement is intended to nor shall be construed as a waiver of any immunity from or limitation of liability that FOY may be entitled to therein. This indemnity provision survives the Agreement.

**7. Notices**

All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested, addressed to the following:

HART:

Chief Executive Officer

1201 E. 7<sup>th</sup> Avenue, Tampa, Florida. 33605

And  
Brian Allan, Director of Streetcar  
1201 E. 7<sup>th</sup> Avenue, Tampa 33605

FOY:  
Friends of Ybor, Inc.  
1228 E. 7<sup>th</sup> Ave., Suite 1, Tampa, FL 33605  
Attn: Darryl Shaw

THS:  
THS Board President  
1201 E. 7<sup>th</sup> Avenue, Tampa, Florida 33605.

**8. Entire Agreement and Modification**

This contract includes the entire agreement of the Parties and supersedes any prior discussions or agreements regarding the same subject. Amendments or modifications to this Agreement must be made in writing signed by each Party.

**9. Severability/Survivability**

If a court of law holds any of the provisions contained in this Agreement to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired, and the Parties shall negotiate an equitable adjustment of this Agreement so that the purposed of this contract are affected. All provisions concerning indemnity survive the termination or expiration of this contract.

**10. Waiver and Non-waiver**

A waiver by one Party of a right or a remedy for a breach of this Agreement by the other Party shall not be deemed to waive the right or remedy for a subsequent breach by the other Party,

**11. Interpretation of the AGREEMENT**

This Agreement shall not be construed for or against any Party due to authorship of any provision.

**12. Modification**

The Contract Documents, including the scope, specification, and details of the Services

may only be modified by written agreement of the Parties.

**13. Headings and Section References**

The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

**14. Authorization**

The Parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the parties executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

**15. Assignment**

The terms and provisions of this Agreement shall be binding upon the Parties and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. Notwithstanding the foregoing, a party's rights and obligations under this Agreement may only be transferred, assigned, sublet, mortgaged, pledged, or otherwise disposed of or encumbered in any way with the other party's prior written consent.

**16. Electronic Signatures**

This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

**17. Counterparts**

This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. The "Effective Date" of this Agreement is the last date set forth on the signature page attached hereto.

**18. Compliance with Laws and Regulations**

The Parties will adhere to all applicable federal, state, and local laws, regulations and ordinances.

**19. Status of Prior Agreement**

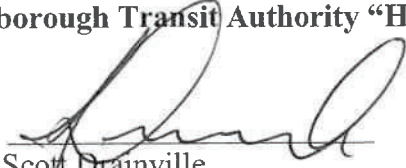
This Agreement supersedes that certain Tri-Party Agreement Between Hillsborough Transit Authority, Tampa Historic Streetcar, Inc. And The Tampa & Ybor Street Railway Society

For Donation, Maintenance, and Use of The Birney Streetcar And For Maintenance Funding  
entered into on or about November 15, 2017.

[SIGNATURE PAGE FOLLOWS]

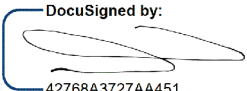
IN WITNESS WHEREOF, the signatures of the Parties' authorized representatives are provided below:

**Hillsborough Transit Authority "HART"**

By:   
Scott Drainville  
Chief Executive Officer

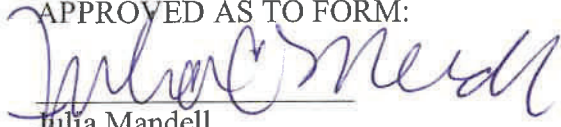
Date: 2/5/2024

**"FOY"**

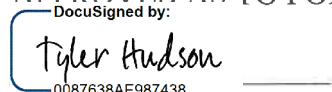
By:   
DocuSigned by:  
42768A3727AA451...  
Darryl Shaw, Director

Date: 2/5/2024

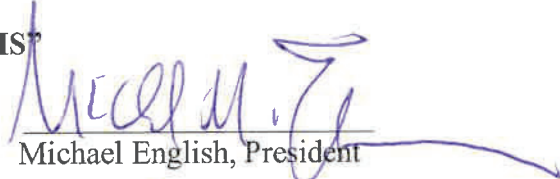
APPROVED AS TO FORM:

  
Julia Mandell  
HART Attorney

APPROVED AS TO FORM:

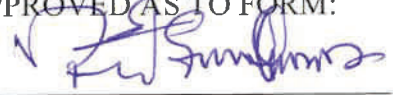
  
DocuSigned by:  
Tyler Hudson  
0087638AE987438...

**"THS"**

By:   
Michael English, President

Date: 1/23/2024

APPROVED AS TO FORM:

  
David Smolker, THS General Counsel

## ATTACHMENT III

### SECOND AMENDMENT TO TRI-PARTY AGREEMENT BETWEEN HILLSBOROUGH TRANSIT AUTHORITY, TAMPA HISTORIC STREETCAR, INC., AND FRIENDS OF YBOR, INC., FOR LEASE AND MAINTENANCE OF THE BIRNEY STREETCAR #163

This Second Amendment to Tri-Party Agreement (“Second Amendment”) is entered into as of this \_\_\_ day of \_\_\_\_\_, 2025, by the Hillsborough Transit Authority a/k/a Hillsborough Area Regional Transit Authority, a regional transportation authority created pursuant to Section 163.567, Florida Statutes (hereafter referred to as “HART”), and Tampa Historic Streetcar, Inc., a nonprofit Corporation of the State of Florida (hereinafter referred to as “THS”) and Friends of Ybor, Inc., a not for profit corporation, (hereafter referred to as “FOY”). Collectively, HART, THS, and FOY shall be referred to herein as the “Parties”, as context dictates.

#### RECITALS

A. The Parties entered into that certain Tri-Party Agreement Between Hillsborough Transit Authority, Tampa, Tampa Historic Streetcar, Inc., and Friends of Ybor, Inc., for Lease and Maintenance of the Birney Streetcar #163 dated February 5, 2024, as amended by that certain First Amendment to Tri-Party Agreement Between Hillsborough Transit Authority, Tampa, Tampa Historic Streetcar, Inc., and Friends of Ybor, Inc., for Lease and Maintenance of the Birney Streetcar #163 (collectively, the “Birney Tri-Party Agreement”); and

B. The Parties desire to amend the Birney Tri-Party Agreement.

**NOW, THEREFORE**, the Parties agree to the following:

1. **Recitals**. The above recitals are hereby confirmed as true and accurate and incorporated herein by this reference. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Birney Tri-Party Agreement.

2. **Plans Delivery Date**. The Plans Delivery Date is hereby extended to February 5, 2026, effective retroactively to August 5, 2025, as if this Second Amendment had been executed on such date.

3. **Full Force and Effect**. All of the terms and conditions of the Birney Tri-Party Agreement shall remain in full force and effect except to the extent provided herein.

4. **Counterparts**. This Second Amendment may be executed in counterpart signatures, each of which shall be deemed an original and together shall constitute one instrument. Facsimile and electronic “PDF” signatures of this Second Amendment shall be treated as original signatures and given full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the signatures of the Parties' authorized representatives are provided below:

**Hillsborough Transit Authority "HART"**

**"FOY"**

By: \_\_\_\_\_  
Scott Drainville  
Chief Executive Officer

By: \_\_\_\_\_  
Darryl Shaw, Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
HART Attorney

\_\_\_\_\_

**"THS"**

By: \_\_\_\_\_  
Michael English, President

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
David Smolker, THS General Counsel

## THS MARKETING SERVICES REPORT – OCTOBER 2025

### THS MARKETING COLLATERAL AND GRAPHIC SUPPORT

Collateral and graphic support included: Riverwalk Trick or Treat (Streetcar related) (Info Maps, X, Facebook, Instagram, Posters) | Streetcar Live Entertainment (X, Facebook, Instagram)

#### A Ghoulishly Good Time on the TECO Line Streetcar

Staff helped connect the TECO Line Streetcar to a series of Spooktacular Halloween happenings in Tampa’s downtown corridor. Staff supported the Tampa Riverwalk Trick-or-Treat event with a branded streetcar service map to guide families along the route.



Riders enjoyed easy access to several other spooky events, including UNDead in the Water (American Victory Ship), the Halloween edition of Movie on the Lawn at Sparkman Wharf, and Whispers After Dark, Water Street’s inaugural night of art, music, performance, and ghostly glamour.

The Streetcar made it easy for residents and visitors to take part in all the festivities — and have a truly ghoulish good time.

#### Streetcar Live

Streetcar Live, the monthly concert series aboard the TECO Line Streetcar, recently welcomed the jazzy sounds of TRIOPOLITAN in October!

This popular series, a collaboration between the TECO Line Streetcar and the Gasparilla Music Festival, continues to showcase some of Tampa Bay's finest musicians for riders to enjoy.



## Streetcar Service to Downtown/Ybor Events

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

- Oktoberfest Tampa (downtown)
- IBEX2025 (Convention Center)
- Howl O Ween (Water Street)
- UNDead in the Water (American Victory)
- Tampa Riverwalk Trick or Treat
- Tampa Pig Jig
- Whispers After Dark
- Marco Antonio Solis
- The Lumineers
- Jonas Brothers
- Rock the Park
- Mayor's Food Truck Fiesta
- Tampa Bay Lightning games



## MEDIA COVERAGE

**Hoodline** - [Tampa Gears Up for Event-Packed Saturday, Road Closures, Transport](#)

**Tampa Free Press** - [Traffic 'Nightmare' Expected As Major Events Converge On Tampa This Weekend](#)

**WFLA** - [Multiple events bring traffic to downtown Tampa on Saturday | WFLA](#)

**Creative Loafing** - [Downtown Tampa's Winter Village returns in November, complete with sing-along train to Ybor City | Tampa | Creative Loafing Tampa Bay](#)


**WFLA Radio** - [Tampa International Airport CEO speaks on airport connector](#) (Streetcar referenced)

**FOX 13** - [Take the Streetcar to avoid a downtown mess this weekend](#) (streetcar referenced)

Prepared by: Frank Wyszynski, Manager of Marketing and Communications

Attachment: Vector Media Monthly Sales Report – October 2025

ATTACHMENT

														
Tampa Historic Streetcar														
Monthly Sales Report														
Oct-25														
Streetcar														
Advertiser - Contract	Inventory	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Totals
Amerant Bank-250211032-0	Transit Streetcar-Full Wrap-Space								10,000.00	20,000.00				30,000.00
Blue Water International, Inc-231005010-0	Transit Streetcar Station-Domination-Space	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00			25,000.00
Celsius Live Fit International DAC-241115025-0	Transit Streetcar-Full Wrap-Space	13,282.00	13,282.00	13,282.00	13,282.00	13,282.00	26,564.00	13,282.00	13,282.00	13,282.00	13,282.00			146,102.00
Crimestoppers of Tampa Bay-250625030-0	Transit Streetcar-Interior Cards-Space										70.00			70.00
E & J Gallo-231102019-0	Transit Streetcar-Full Wrap-Space	8,807.72				(10,749.99)								(1,942.27)
Florida Department of Health-250416019-0	Transit Streetcar-Step Panel-Space						600.00	600.00						1,200.00
Grow Financial Federal Credit Union-250205008-0	Transit Streetcar-Interior Cards-Space									120.00	120.00			240.00
Grow Financial Federal Credit Union-250205008-0	Transit Streetcar-Step Panel-Space									1,440.00	1,440.00			2,880.00
HNTB-250605013-0	Transit Streetcar-Half Side-Space						1,000.00							1,000.00
JJ Taylor Distributing-240620025-1	Transit Streetcar-Full Wrap-Space			5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00			40,000.00
KGCCO-250911043-0	Transit Streetcar-Interior Cards-Space									150.00	(150.00)			-
Mark Anthony Brands, Inc-241004045-1	Transit Streetcar-Full Wrap-Space													-
Mark Anthony Brands-240117001-0	Transit Streetcar-Full Wrap-Space	6,520.00	6,520.00	1,630.00										14,670.00
Mark Anthony Brands, Inc-241004045-0	Transit Streetcar-Full Wrap-Space				6,500.00	6,500.00	6,500.00	#####						-
Molson Coors Brewing Company-241008020-0	Transit Streetcar-Full Wrap-Space	3,661.57	3,661.57	3,661.57	3,661.57	3,661.57	3,661.57	3,661.57	3,661.57	3,661.57	3,661.57			36,615.70
Orlando Health-240917014-0	Transit Streetcar Station-Domination-Space	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00			200,000.00
Rays Baseball-241219015-0	Transit Streetcar-Full Wrap-Space				7,500.00	7,500.00	7,500.00	7,500.00	75,000.00	7,500.00				112,500.00
Stageworks Theatre-240718021-0	Transit Streetcar-Interior Cards-Space	336.00	252.00	168.00	126.00	168.00	126.00							1,176.00
Tampa Bay Lightning-241217014-0	Transit Streetcar Station-Domination-Space				3,000.00	3,000.00	3,000.00		(6,000.00)					3,000.00
Tampa Bay Lightning-250122014-0	Transit Streetcar-Full Wrap-Space			7,500.00	7,500.00	7,500.00			(7,500.00)					15,000.00
Tampa Bay Lightning-250401015-0	Transit Streetcar Station-Domination-Space										3,000.00			3,000.00
Tampa Bay Sports Commission-240718018-0	Transit Streetcar-Full Wrap-Space			7,500.00										7,500.00
Tampa General Hospital-240403006-2	Transit Streetcar-Full Wrap-Space	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	(7,500.00)		(4,000.00)				33,500.00
Tampa General Hospital-250424033-0	Transit Streetcar-Full Wrap-Space													-
Tampa General Hospital-250627021-0	Transit Streetcar-Full Wrap-Space										7,500.00			7,500.00
The Florida Aquarium -231121011-1	Transit Streetcar Station-Domination-Space	1,667.00	1,667.00	1,667.00	1,667.00	1,667.00	1,667.00	1,667.00	1,667.00	1,667.00	1,667.00			16,670.00
Tito's Handmade Vodka-241029023-0	Transit Streetcar-Full Wrap-Space	10,000.00												10,000.00
<b>Tampa Historic Streetcar Sales</b>		<b>74,274.29</b>	<b>39,600.57</b>	<b>70,408.57</b>	<b>78,236.57</b>	<b>67,528.58</b>	<b>85,618.57</b>	<b>27,210.57</b>	<b>#####</b>	<b>71,320.57</b>	<b>58,090.57</b>	<b>-</b>	<b>-</b>	<b>705,681.43</b>
Station Sponsorship														
Advertiser - Contract	Inventory	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Totals
														-
														-
														-
														-
<b>Tampa Historic Streetcar Station Sponsorship Sales</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Minimum Annual Guarantee Payments made to THS</b>														



## **STREETCAR SYSTEM PERFORMANCE REPORT FOR OCTOBER 2025**

### **MISSED TRIPS**

The TECO Line Streetcar System delivered 91.3 % of the contracted 4,232 trips for October with 74 reported missed trips. The missed trips were caused by mechanical issues (41 trips), a shortage of vehicles (15 trips), a shortage of operators (12 trips), and an accident on October 21 (6 trips).

### **ON-TIME DEPARTURES**

In October, there were 47 reported late departures; On Time Performance (OTP) was 98.87%.

### **ACCIDENTS/INCIDENTS**

There was one accident and one incident in October.

October 13, 2025, a subcontractor working at the GasWorx site severed the power for the interlock cameras and the CSX signals. The power to the cameras was restored on October 13, but the CSX signals ran off battery power until the morning of October 15 when it was discovered that they also lost power.

October 21, 2025, a bicyclist was riding down the sidewalk between Twiggs Street and Harbor Street when he lost his balance as the Streetcar 431 was in operation. He fell to the side of the streetcar and was struck by the rear step. Tampa Fire and Rescue responded, and the person was transported to Tampa General Hospital.

### **SPECIAL SERVICE**

The Streetcar System did not provide additional service in October.

### **COMPONENT PERFORMANCE**

- October Ridership

<u>2023</u>	<u>2024</u>	<u>2025</u>
109,370	82,014	93,896

- Right of way and Interlocking Report – all track inspections/maintenance were completed as scheduled. The right-of-way and CSX Interlocking are inspected every morning by HART personnel.
- OCS Report – All inspections were completed as scheduled.
- ADA Bridge Mechanism – There were 126 ADA boardings with no reported problems.
- Substations – All monthly service was completed on the Substations.



**VEHICLE MAINTENANCE**

- all maintenance on the streetcars is current
- 27 service calls were performed in October
- one streetcar required a tow in October

**SYSTEM CHANGES**

Two motorman positions remain open.

**INFRASTRUCTURE**

The switch machine at Station #4 was replaced in October.

Service	Performed in October
A	23
B	2
C	1
E	0
AC PM	0

*Prepared by: Brian Allan, HART Director of Streetcar Operations*

*Reviewed by: Sean McCarthy, HART Chief Operations Officer*



# CITY OF TAMPA

Jane Castor, Mayor

Revenue and Finance

Accounting

November 12, 2025

**TO:** Tampa Historic Streetcar, Inc.

**FROM:** Chris Hutchcraft, Accountant II

**SUBJECT:** September 2025 Financial Statements

Attached are the financial statements for the month ending September 30, 2025.

FDOT Revenues are down \$657,194 or 86.79%, while Net Advertising Revenues are up \$16,590 or 6.56% from last year. HART operating expenses are up \$1,537,896 or 47.31% and CSX costs are down \$68,031 or 7.13%.

	FY25	FY24	\$ Difference	% Change
FDOT Revenues	100,000	757,194	(657,194)	-86.79%
Special Assessments	1,753,025	1,749,961	\$3,064	0.18%
Net Advertising Revenues	\$269,361	252,771	\$16,590	6.56%
HART Expenses	\$4,788,467	\$3,250,571	\$1,537,896	47.31%
Insurance (CSX, general liability)	\$885,653	\$953,684	(\$68,031)	-7.13%

The cash and cash equivalents began the fiscal year with \$1,024,933 and currently has a balance of \$1,222,962 as of September, 2025. Interest earnings were \$26,386 during this time.

ATTACHMENT

TAMPA HISTORIC STREETCAR OPERATIONS-PROJECTIONS

Sep-25

		<u>12 MONTH BUDGET</u>	<u>YTD ACTUAL</u>	<u>PROJECTED 2025</u>
337402	HARTLINE-CMAQ	\$ 200,000	\$ 200,000	\$ 200,000
337401	HARTLINE-FDOT	100,000	100,000	100,000
337401	HARTLINE-FDOT	-	-	-
319101	CITY TIF CONTRIBUTION	1,487,750	1,487,750	1,487,750
344401	FAREBOX	-	-	-
361099	Amortization Premium Discount Investments	-	1,647	1,647
344402	CAR LEASING	750	750	750
344403	ADVERTISING	244,443	269,361	269,361
361101	INT EARNINGS POOLED CASH	28,032	12,150	12,150
361301	INT ON TAXES	-	2,930	2,930
361103	INT EARNINGS 1ST UNION	-	11,305	11,305
366000	CONTRIBUTION AND DONATIONS	60,000	60,000	60,000
366005	OTHER CONTRIBUTION	3,451	3,451	3,451
366013	CONTRIBUTION FR COT	1,219,000	1,219,000	1,219,000
335200	NON-AD VALOREM ASSESSMENT	-	-	-
369900	MISC. REVENUES	30,251	5,334	5,334
369936	Unassigned Use of Fund Balance	578,988	-	-
325300	NON-AD VALOREM DISTRICT ASSESSMENT	1,733,762	1,753,025	1,753,025
381101	Transfer From Utilities Services Tax Fund	-	-	-
389402	INKIND CONTRIBTUTION	-	-	-
	<b>TOTAL REVENUES</b>	<b>\$5,686,427</b>	<b>\$5,126,702</b>	<b>\$5,126,702</b>
531002	PROFESSIONAL SVCS	5,836	5,836	5,836
532000	ACCOUNTING	5,926	5,926	5,926
534000	CONTRACTS	-	-	-
541003	POSTAGE	-	-	-
544000	POSTAL BOX RENTAL	-	-	-
547000	Printing and Binding	222	222	222.00
548000	ADVERTISING	322	322	322
		<u>12,306</u>	<u>12,306</u>	<u>12,306</u>
545000	INSURANCE	885,654	885,653	885,653
581000	EXTRA SERVICE	300,500	300,000	300,000
582000	HARTLINE-OPERATIONS	4,487,967	4,488,467	4,488,467
599999	OTHER USES BUDGET RESERVE	-	-	-
		<u>5,674,121</u>	<u>5,674,120</u>	<u>5,674,120</u>
	<b>TOTAL EXPENSES</b>	<b>\$ 5,686,427</b>	<b>\$ 5,686,426</b>	<b>\$ 5,686,426</b>
	<b>EXCESS (DEFICIT)</b>	<b>\$0</b>	<b>(\$559,724)</b>	<b>\$ (559,724)</b>